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

Regular Meeting—Wednesday, April 9, 1986

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Alderman Gabinski.

Call to Order.

On Wednesday, April 9, 1986 at 12:35 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Quorum present.

Invocation.

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

TRIBUTE TO LATE POLICE OFFICER RICHARD W. CLARK.

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

WHEREAS, Officer Richard W. Clark, 48, was gunned down Thursday, April 3, while trying to help pull a seriously injured man to safety after he was shot by an irrational gunman; and

WHEREAS, Richard Clark, an 18-year veteran of the Chicago Police Department, died from his wounds shortly after being taken to Illinois Masonic Hospital; and

WHEREAS, Officer Clark of the 19th District Tactical Unit had been given a meritorious unit commendation, three department commendations and 47 honorable mentions for his outstanding police work; and

WHEREAS, Richard Clark was known as a good cop who was always ready to help his community; and

WHEREAS, Officer Clark was working his final week on the street before being reassigned to a new job; and

WHEREAS, Richard Clark will be greatly missed by all those who knew and loved him; and

WHEREAS, He is survived by his wife Erika, his son Richard, daughter Julie, a brother James, who just recently retired from the Police Department, 3 sisters and a host of friends; now, therefore,

Be It Resolved, That I, Harold Washington, Mayor of the City of Chicago, and the members of the City Council assembled here this 9th day of April, 1986 do hereby recognize the great contributions of Richard Clark, not only to the Chicago Police Department, but also to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Richard Clark.

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

On motion of Alderman Hansen, seconded by Aldermen Laurino, Sheahan, Oberman and Pucinski, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Placed on File -- MAYOR'S APPOINTMENTS OF MR. JAMES
NAKAWATASE AND EILEEN DUIGNAN-WOODS AS
MEMBERS OF COMMITTEE ON STANDARDS
AND TESTS.

Honorable Harold Washington, Mayor, submitted the following communication, which was
Placed on File:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Eileen Duignan-Woods and James Nakawatase as members of the Committee on Standards and Tests.

I submit this communication for your information.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 104,
CONCERNING "CHICAGO AMUSEMENT TAX".

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

April 9, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 104 of the Municipal Code of Chicago, the Chicago Amusement Tax. The ordinance clarifies certain portions of the Chapter and eliminates the 2% special tax rate for clubs.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION AND DELIVERY
OF CONSENT RELATING TO INDUSTRIAL REVENUE
BOND FOR 2720 NORTH PAULINA LIMITED
PARTNERSHIP PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1986.

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 and delivery of a consent relating to an industrial development revenue bond for the 2720 North Paulina Limited Partnership Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH VENTURA, INCORPORATED, AND
MORTON AND JEANETTE STONE.

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

April 9, 1986.

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 Ventura, Incorporated, and Morton and Jeanette Stone, by which the City will provide funds to Ventura, Incorporated in the amount of \$.50 per square foot or approximately \$22,500 to assist Ventura, Incorporated in the acquisition of property located at 3100 West Grand Avenue, Chicago as part of its specialty printing and manufacturing operation expansion.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SITES DESIGNATED FOR CONSTRUCTION OF
MODULAR CLASSROOM FACILITIES AT STOWE
AND CARDENAS ELEMENTARY SCHOOLS.

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

April 9, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Public Building Commission of Chicago, I transmit herewith an ordinance approving site designations by the Public Building Commission for the construction of modular classroom facilities at Stowe Elementary School (3441 West Wabansia) and Cardenas Elementary School (2345 South Millard).

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPLICATION FOR ILLINOIS DEVELOPMENT
ACTION GRANT FOR LAND ACQUISITION AND
CONSTRUCTION OF RETAIL SPACE BY
KEDZIE PLAZA SOUTH
ASSOCIATES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1986.

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 an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in

the amount of \$200,000 for land acquisition and construction of retail space by Kedzie Plaza South Associates, said project to be located at Kedzie Avenue south of 47th Street.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPLICATION FOR ILLINOIS DEVELOPMENT
ACTION GRANT FOR LAND ACQUISITION AND
REHABILITATION OF RETAIL SPACE BY
H.S.S. DEVELOPMENT.

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

April 9, 1986.

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 an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$400,000 for land acquisition and rehabilitation of retail space by H.S.S. Development, said project to be located at 1111 East 87th Street.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPLICATION FOR ILLINOIS DEVELOPMENT ACTION
GRANT FOR CONSTRUCTION OF EIGHT TOWNHOUSES
BY 18TH STREET DEVELOPMENT
CORPORATION.

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

4/9/86

COMMUNICATIONS, ETC.

28949

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$500,000 for land acquisition and construction of eight (8) townhouses by the 18th Street Development Corporation, said project to be located on scattered sites between 19th Place and Cullerton Street.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPLICATION FOR ILLINOIS DEVELOPMENT ACTION
GRANT FOR RENTAL SUBSIDIES UPON COMPLETION OF
TOWNHOUSE CONSTRUCTION BY PAUL STEWART
APARTMENTS ASSOCIATES PHASE IV.

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

April 9, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$900,000 to be used for rental subsidies upon completion of construction of 24 townhouses by the Paul Stewart Apartments Associates Phase IV, said project to be located at 41st Street and Vincennes Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPLICATION FOR ILLINOIS DEVELOPMENT ACTION GRANT
FOR ACQUISITION, REHABILITATION AND CONSTRUCTION OF
MULTI-BUILDING INDUSTRIAL PARK BY HARRY
F. CHADDICK REALTY, INCORPORATED
AND GREATER NORTH PULASKI
DEVELOPMENT 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

April 9, 1986.

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 an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$1,000,000 for the final phase of the acquisition, rehabilitation and construction of a multi-building industrial park by Harry F. Chaddick Realty, Inc. and the Greater North Pulaski Development Corporation, said project to be located at 4501 West Augusta Boulevard.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPLICATION FOR ILLINOIS DEVELOPMENT ACTION
GRANT FOR REHABILITATION OF 159 UNIT APARTMENT
BUILDING BY BETHEL NEW LIFE, 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

April 9, 1986.

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

4/9/86

COMMUNICATIONS, ETC.

28951

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$1,000,000 for the moderate rehabilitation of a 159 unit apartment building by Bethel New Life, Inc., said project to be located at 116 North Pulaski.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN
AND SECURITY AGREEMENT WITH VENTURA,
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

April 9, 1986.

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 Loan and Security Agreement with Ventura, Incorporated in the amount of \$100,000 to expand business and job opportunities, located at 3100 West Grand Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH RELIABLE STEEL RULE
DIE 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

April 9, 1986.

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 Loan and Security Agreement with Reliable Steel Rule Die Company in the amount of \$60,000 to expand its business and job opportunities at 3401 North Kedzie Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPLICATION FOR ILLINOIS DEVELOPMENT ACTION
GRANT FOR ACQUISITION AND REHABILITATION OF
UPTOWN THEATRE BY M AND R MANAGEMENT
COMPANY, L. CURT MANGEL III AND
LARRY MANDELL.

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

April 9, 1986.

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 an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$1,000,000 for the acquisition and rehabilitation of the Uptown Theatre by M & R Management Co., L. Curt Mangel III and Larry Mandell, said project to be located at 4816 North Broadway.

4/9/86

COMMUNICATIONS, ETC.

28953

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- MUNICIPAL CODE CHAPTERS 82 AND 83
AMENDED BY PROHIBITING USE OF LEAD
WATER SUPPLY PIPE.

Honorable Harold Washington, Mayor, submitted the following communication together with the proposed ordinance -- two committees having been called (the Committee on Buildings and the Committee on Zoning) the said proposed ordinance and communication were *Referred to the Committee on Committee and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance amending Chapters 82 and 83 of the Municipal Code to prohibit the use of lead water supply pipe.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- MUNICIPAL CODE CHAPTER 83 AMENDED BY
ADDING NEW SECTION 83-54.1 PERMITTING USE
OF PLASTIC PIPING FOR WATER SUPPLY
SYSTEMS.

Honorable Harold Washington, Mayor, submitted the following communication together with a proposed ordinance -- two committees having been called (the Committee on Buildings and the Committee on Zoning) the said proposed ordinance and communication were *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 83 of the Municipal Code by adding a new Section 83-54.1 to permit the use of plastic piping for water supply systems.

Your favorable consideration of this ordinance will be appreciated.

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

**Referred -- MUNICIPAL CODE CHAPTER 82 AMENDED BY
ADDING NEW SECTION 82-30 PERMITTING USE
OF PLASTIC PIPING FOR SOIL, WASTE
AND VENTING SYSTEMS.**

Honorable Harold Washington, Mayor, submitted the following communication together with a proposed ordinance -- two committees having been called (the Committee on Buildings and the Committee on Zoning) the said proposed ordinance and communication were *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

April 9, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 82 of the Municipal Code by adding a new Section 82-30 to permit the use of plastic piping for soil, waste and venting systems.

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 -- REPORTS AND DOCUMENTS OF
COMMONWEALTH EDISON COMPANY.

The following communication from Richard J. Martin, Assistant Secretary Commonwealth Edison Company, addressed to the City Clerk under date of March 31, 1986, 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 April, 1986.

Statement for bills issued in April, 1986 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income to Federal Energy Regulation Commission (F.E.R.C. Form No. E.I.A.-826), for the month of January, 1986.

Annual report for the year ended December 31, 1985 (Form 10-K), filed with the Securities and Exchange Commission."

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

Also, communications from Ralph C. Wehner, District Engineer, under dates of March 24 and 26, 1986, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

February 13, 1985.

Funds decreased to Close Out Specified Projects;

March 20, 1985.

Execution of City/State Project Agreement for improvement of Consolidated Rail Corporation grade crossing;

September 11, 1985.

Execution of Agreement between City and State for improvement of Lake Shore Drive Underpass at Chicago Avenue;

September 24, 1985.

Funds authorized for sidewalk replacement on Franklin-Orleans Street Bridge;

Funds authorized for repairs to Lake Street Bridge and Oakwood Boulevard Bridge;

Funds authorized for cleaning and painting of Chicago Avenue Bridge and North Avenue Bridge;

January 16, 1986.

Execution of City/State Agreement for street improvement of Pulaski Road at 1800 north;

February 13, 1986.

Execution of City/State Project Agreement for preliminary engineering associated with improvement of 51st Street between Central and Sayre Avenues;

Execution of Project Agreement with State for modernization of traffic signals at various southside locations.

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

Also, a communication signed by Elizabeth Hollander, Commissioner of Planning, under date of March 26, 1986, showing the recommendations of the Commissioner and Acting Zoning Administrator concerning map amendments for which public hearings were held March 25, 1986, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which were *Placed on File*.

City Council Informed As to Certain Actions Taken.

PUBLICATION OF JOURNALS.

March 21, 1986

(Special Meeting).

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on March 21, 1986, 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 April 9, 1986, by being printed in full

text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on March 21, 1986, 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.

March 25, 1986.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on March 25, 1986, 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 April 9, 1986, 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 March 25, 1986, 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 duplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Brundage Venture, Ltd. -- to classify as a B3-5 General Retail District instead of a B3-2 General Retail District the area shown on Map No. 9-H bounded by

North Marshfield Avenue; North Lincoln Avenue; a line 164.2 feet north of West School Street as measured along the northeast line of North Lincoln Avenue and perpendicular thereto; and a line 167.4 feet north of West School Street;

James S. Fenton -- to classify as a C3-2 Commercial Manufacturing District instead of an R4 General Residence District the area shown on Map No. 4-G bounded by

a line 166.11 feet north of and parallel to the vacated alley next north of and parallel to West 14th Street; the vacated alley next east of and parallel to South Sangamon Street; the vacated alley next north of and parallel to West 14th Street; and South Sangamon Street;

First Boston Corporation -- to classify as a Communications Planned Development by supplementing all the B6-7 Restricted Central Business District symbols and indications shown on Map No. 2-F bounded by

public alley next north of and parallel to West Adams Street; South Clark Street; West Adams Street; and South LaSalle Street;

Jon E. Schultz -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 13-M bounded by

the alley next north of and parallel to West Gunnison Street; a line 347 feet east of and parallel to North Major Avenue; West Gunnison Street; and a line 247 feet east of and parallel to North Major Avenue.

Referred -- ISSUANCE OF SIGN PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also, thirty-six (36) proposed orders received in the City Clerk's Office requesting issuance of sign permits for erection of signs/signboards at specified locations, which were *Referred to the Committee on Zoning*.

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:

Abren Leroy, Alvarado Maria E., Allstate Ins. Co. (8) Craig Carmany, Ann Christmas, Emma Howard, Fletcher Johnson, Ray and Hilda Jones, James and A. McKenzie, Anthony Pluta and Theodore Pukala, Antal Julia, Aspen Realty, Atkins Robert;

Brown Berlean;

Cabana Bonifacio, Carson Benjamin, Casboni Anthony, Conley Eddie, Country Companies and Romarios Scott, Coyle Henry J., Cronkhite Michael, Cunningham Lemon;

Doczckalski Joseph;

Economy Fire and Cas. Co. and James and Sadie Lindemulder, E. James and Co.;

Faubl Hermann, France Raymond, Fulton Street Mgmt. Corp.;

Garcia John L., Gass Kenneth, Gatson Roy, Goodman David, Gorniak Timothy, Great North Ins. Co. and Louis Petrich, Griffin Georgia, Guetter Robert, Gutierrez Cesar;

Harris Ernest C.;

Interstate Bankers Mut. Cas. Co. and Clarence Davis;

Jacoby Helen, Johnson-Collins Helen, Johnson James;

Kevorkian Juliette, Kim Jay;

Latin American Delo, Lattie James C., Lee Charles E., Levigne Joseph, Lindner Melvyn, Lindsey Michael D., Lloyd Henry;

Macinotek Robert, Maximo Christian, Metrick Barry, Michel M. C., Mize Janice, Mohammed Khairi;

McManamon Nicholas;

Natiello Phillip;

Olan Kenneth, Orihuela Walter, Ortega Zarinelo, Ouellette Sue;

Petersen Camille;

Rivera Nelson, Ryan Marion;

Salazar Dolores, Sierzega Patrick, Sorisho George, St. Paul Ins. Co and Ann Klosowicz, State Farm Ins. Co. (4) Barney and Joanna Davis, Horatio Didomenico, Thomas J. Handler and Jae Kimm, Stone Beth, Suzuki Helen;

Virva Christopher;

Watkins Curtis, Williams Freddie, Williams Leonard, Wisconsin General Cartage, Wrice Eddie, Wyatt Tommy R.

Referred -- SETTLEMENTS AND SUITS WITH ENTRIES OF
JUDGMENTS AGAINST CITY.

Also, reports from the Corporation Counsel (filed in the Office of the City Clerk on April 8, 1986) addressed to the City Council (signed by Jennifer Duncan-Brice, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ending February, 1986, which were *Referred to the Committee on Finance*.

Referred -- REQUEST FOR CANCELLATION OF WARRANT
FOR COLLECTION FOR SAINT JOSEPH AND
SAINT ANN PARISH.

Also, a communication from St. Joseph and St. Ann Parish, received in the City Clerk's Office, requesting the cancellation of warrant for collection in the matter of Warrant No. P1-412279 for fuel burning equipment inspection, which was *Referred to the Committee on Finance*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY LOCATED AT 3900 NORTH ROCKWELL STREET
APPROVED FOR INCENTIVE ABATEMENT UNDER CLASS
6(b) OF COOK COUNTY REAL PROPERTY
ASSESSMENT CLASSIFICATION
ORDINANCE.

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

WHEREAS, The County of Cook amended its Real Property Assessment Classification Ordinance, effective October 1, 1984; and

WHEREAS, By virtue of this amendment a new class known as 6(b) was added to said ordinance for incentive abatement purposes; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate, proposed for Class 6(b) designation, is located by lawful resolution approve such real estate to be appropriate for incentive abatement; and

WHEREAS, Substantial rehabilitation has been proposed for the real estate located at 3900 North Rockwell Street (parcels 13-24-200-029 and 13-24-200-030); and

WHEREAS, The aforementioned real estate will be utilized for manufacturing purposes; and

WHEREAS, The building located at the aforesaid North Rockwell Street site has been vacant and qualifies as abandoned property and is proposed for substantial reoccupancy; and

WHEREAS, The City Council of the City of Chicago is desirous of assisting industrial development throughout the City of Chicago; now, therefore,

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

That 3900 North Rockwell Street (parcels 13-24-200-029 and 13-24-200-030) is hereby approved as appropriate for incentive abatement under Class 6(b) of the Cook County Real Property Assessment Classification Ordinance, effective October 1, 1984.

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, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 45.

Nays -- None.

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

PROPERTY LOCATED AT 5000 WEST ROOSEVELT ROAD
APPROVED FOR INCENTIVE ABATEMENT UNDER
CLASS 6 (b) OF COOK COUNTY REAL
PROPERTY ASSESSMENT
CLASSIFICATION
ORDINANCE.

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

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Estate Classification Ordinance as of October 2, 1984, to provide certain real estate tax incentives to property owners who rehabilitate and re-occupy property which has been abandoned for at least a two year period and is located in an enterprise zone, said classification being known as Class 6 (b) of said Cook County Ordinance; and

WHEREAS, The City of Chicago, consistent with the intent of the Cook County Real Estate Classification Ordinance, wishes to induce industry to locate, expand and re-occupy existing facilities in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, The property has been vacant and abandoned for at least a two- year period; and

WHEREAS, The acquisition of the property by Cicero Joint Venture and use of the property for business and industrial purposes is in the best interests of the health, safety and welfare of the people of this City; and

WHEREAS, The City of Chicago hereby finds that the property qualifies for the property tax incentives of Class 6 (b) of the Cook County Real Estate Classification Ordinance; now, therefore,

Be It Resolved by the Chicago City Council:

SECTION 1. Real Estate Tax Incentive. Pursuant to the Cook County Real Estate Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the property as Class 6 (b) property under the Cook County Real Estate Classification Ordinance.

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, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 45.

Nays -- None.

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

COLLECTIVE BARGAINING AGREEMENT AUTHORIZED WITH CHICAGO FIRE FIGHTERS UNION, LOCAL 2.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a collective bargaining agreement between the City and the Chicago Fire Fighters Union, Local 2.

Alderman Oberman presented the following amendment to the said proposed ordinance:

WHEREAS, The arbitrator's award did not include retroactive salary and other retroactive increases for or in behalf of sworn personnel who retired or were separated by reason of death during the period commencing January 1, 1984; and

WHEREAS, The City Council is concerned about the equities of denying retroactive salary and other retroactive increases in cases of separation from employment by reason of death or duty disability; now, therefore be it resolved that

SECTION 1. Insofar as the language in the second paragraph on page four of the award of the arbitrator in case no. AAA 51 39 0058 84R denies retroactive salary and other retroactive increases in cases of personnel separated from employment during the course of the arbitration and prior to ratification by the City Council, by reason of death or duty disability, said language in said award is rejected by the City Council and referred back to

the arbitrator pursuant to Chapter 48, Section 1614 (m) of the Illinois Revised Statutes for further consideration.

Alderman Burke then moved to amend Alderman Oberman's amendment by deleting the words "or duty disability" appearing in Section 1, immediately after the words by reason of death and inserting the words "or retirement (duty disability, ordinary disability, occupational disability or age and service)" in lieu thereof.

The motion to amend Alderman Oberman's amendment *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini -- 46.

Nays -- Alderman Stone -- 1.

Alderman Burke next moved to *Adopt* the Oberman amendment, as amended. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini -- 46.

Nays -- Alderman Stone -- 1.

Alderman Burke then moved to *Pass* the said proposed ordinance as amended. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago and the Chicago Fire Fighters Union, Local No. 2 ("the Union"), entered into a collective bargaining agreement effective from January 1, 1982, to December 31, 1983, governing terms and conditions of employment in certain positions in the Chicago Fire Department; and

WHEREAS, In accordance with said collective bargaining agreement, the City and the Union entered into arbitration, known as Case No. 51 39 0058 84 R before the American Arbitration Association, to resolve issues not resolved in collective bargaining for a succeeding agreement; and

WHEREAS, On March 13, 1986, the arbitrator's award was made in Case No. 51 39 0058 84 R; and

WHEREAS, The arbitrator's award did not include retroactive salary and other retroactive increases for or on behalf of sworn personnel who by reason of death or retirement (duty disability, ordinary disability, occupational disability or age and service) were separated from employment during the period commencing January 1, 1984; and

WHEREAS, The City Council is concerned about the equities of denying retroactive salary and other retroactive increases in cases of separation from employment by reason of death or retirement (duty disability, ordinary disability, occupational disability or age and service); now, therefore,

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

SECTION 1. The City of Chicago does hereby accept the arbitrator's award dated March 13, 1986, in American Arbitration Association Case No. 51 39 0058 84 R, resolving the issues referred for arbitration therein, except as to the matter in Section 2 of this ordinance.

SECTION 2. Insofar as the language in the second paragraph on page four of the award of the arbitrator in case no. AAA 51 39 0058 84 R denies retroactive salary and other retroactive increases in cases of personnel separated from employment during the course of the arbitration and prior to ratification by the City Council, by reason of death or retirement (duty disability, ordinary disability, occupational disability or age and service) said language in said award is rejected by the City Council and referred back to the arbitrator pursuant to Chapter 48, Section 1614 (n) of the Illinois Revised Statutes for further consideration.

SECTION 3. The agreement by and between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2, in the form attached hereto, is hereby adopted and ratified.

SECTION 4. This ordinance shall be in full force and in effect ten days after its passage and publication.

Agreement attached to this ordinance reads as follows:

Article I.

Preamble.

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation, hereinafter referred to as the "Employer" and the Chicago Fire

Fighters Union, Local No. 2 of the International Association of Fire Fighters, A.F.L.-C.I.O.-C.L.C., hereinafter referred to as the "Union."

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to establish proper standards of wages, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interpretation and application of this Agreement, and to promote intra-departmental efficiency and effectiveness.

Article II.

Recognition.

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the following employees, for the purpose of collective bargaining and establishing and administering a labor contract covering wages, rates of pay, hours of labor and all other terms and conditions of employment:

All full time uniformed members of the Chicago Fire Department below the ranks of Deputy District Chief and Assistant Chief Paramedic, excluding a maximum of twenty-nine (29) confidential employees as specified in Appendix A. Such confidential employees shall be granted leaves from their bargaining unit assignments for the duration of their assignment as confidential employees, but shall be allowed to return to the bargaining unit after the termination of their assignment as confidential employees.

Article III.

Union Security.

Section 3.1 Maintenance of Membership and Payroll Deductions.

A. Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his membership in the Union during the term of this Agreement by the timely payment of uniform membership fees, dues and other financial obligations.

B. During the term of this Agreement the Employer agrees to deduct each pay day union dues and other financial obligations in the amount certified to be current by the Secretary-Treasurer of the Union from the pay of those employees who are members of the Union covered by this Agreement who individually request in writing that such deductions be made. The total amount of the deductions shall be remitted to the Union no later than thirty-five (35) days after the deduction is made by the Employer. The (3 cents) administrative fee for dues and fees deductions is eliminated retroactive to January 1, 1984.

Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and to the Union during the thirty days prior to the expiration date of the contract.

C. Should any employee covered by this Agreement, who is a member of the Union, become in arrears in his dues or other financial obligations to the Union, the Secretary-Treasurer of the Union shall so notify the Employer and the Employer shall immediately commence to treat any such employee as a fair share fee payer in accordance with Section 3.2.

Section 3.2 Fair Share Fee and Payroll Deductions.

Any present employee who is not a member of the Union and all employees hired on or after the effective date of this agreement and who have not made application for membership shall, commencing thirty (30) days after their employment or the effective date of this Agreement, whichever is later, and continuing during the term of this Agreement, and so long as they remain non-members of the Union, pay to the Union each month their fair share of the cost of the collective bargaining process and contract administration measured by the amount of dues and other financial obligations uniformly required by members of the Union. Such fair share payments shall be deducted by the Employer from the earnings of such non-member employee(s) each pay day, and paid to the Union no later than thirty-five (35) days after the deduction is made by the Employer. The Secretary-Treasurer of the Union shall certify to the Employer the amount which constitutes said fair share which shall not exceed the dues and financial obligations uniformly required of members of the Union.

Section 3.3 Indemnity.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under any of such provisions.

Section 3.4 Union Business Leaves.

A. Upon 30 days advance written notice the Employer agrees to grant a leave of absence for not more than three years without pay to not more than two employees who may be elected to a full time Union position with the Local or International Union. While on such leave the employee shall not incur a break in continuous service. An employee on leave shall not be eligible for any other fringe benefits except for the specific pension provision applicable to the Union President under the State of Illinois Pension Code.

In addition to the foregoing, two employees covered by the Agreement shall, upon thirty (30) days written notice, be granted leave from their duties, but shall remain on the payroll, for the purpose of performing full-time duties on behalf of the Union. During such leave said employees shall continue to accumulate seniority and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals; provided, however, that the Union shall reimburse the Employer in an amount equivalent to the salary and fringe benefits received by said employees on or before December 31 of each year, but provided that the Employer will remain responsible for its portion of the pension contribution.

B. Subject to the need for orderly scheduling and any emergency needs, and upon thirty (30) days advance written notice, the Employer agrees to release from work without loss of pay a maximum of 15 employees who are elected or appointed Union representatives to attend an annual state convention and an annual national convention of the Union for not more than five consecutive calendar days for each such convention.

C. Union officials or representatives shall receive paid time off to attend bargaining sessions, membership meetings or executive board meetings scheduled and conducted at reasonable times and intervals. However, if at those times the City is unable to obtain a relief man to cover for the Union official, the minimum manning provisions and the no acting out of classification provisions of the contract for no more than one man of that prescribed complement shall be waived.

The Union shall supply the Employer with a list containing the names, Union office, rank and permanent assignment of all Union officials and representatives. Prior to any scheduled bargaining session, membership meeting or executive board meeting, the Union shall notify the Fire Department Director of Personnel, in writing, of the names of its officials or representatives requiring paid time off, and the anticipated length of the scheduled session or meeting. Union officials or representatives receiving paid time off to attend the session or meeting must return to work at the conclusion of said session or meeting.

D. One person designated by the Union shall be released from work to attend sessions of the Illinois State Legislature as Legislative Representative under the following terms and conditions:

- (a) Said person must notify the Fire Commissioner or his designee, through channels, three (3) days in advance of his attendance at any such session.
- (b) Said person, upon request, shall promptly provide the Fire Commissioner with a report of the matters of interest considered by the legislature during the session attended.
- (c) If said person receives his authorized per diem allowance from the Union, his absence from work shall be without loss of pay.
- (d) The Union will provide the Fire Commissioner or his designee with satisfactory evidence concerning the payment of per diem allowance.

When needed, a second person designated by the Union shall be allowed to exchange work shifts and Daley days to attend sessions of the Illinois State Legislature as Legislative Representative. Said person shall also comply with paragraphs (a) and (b) above, and shall further comply with the mechanics of Section 7.6B as it relates to the exchange of work shifts and Daley days to the extent that 7.6B is not inconsistent with paragraphs (a) and (b) above, and such exchanges shall not be charged to exchanges in 7.6B.

Section 3.5 Distribution of Contract.

The Union shall print and distribute a copy of this contract to all current members of the bargaining unit and any new members hired during the term of this contract. On request, copies of the contract may be furnished to the Fire Commissioner for distribution through the Department.

Section 3.6 Intra-Department Communications.

The Union may utilize the Departmental simulcast to communicate notice of scheduled Union meetings and special events, with the approval of the Fire Commissioner or his designee.

Section 3.7 Union Insignia.

Employees may wear the official Union insignia on both their dress and work uniforms. Such insignia shall be a pin, not larger than the size of a dime on the dress uniform and a quarter on the work uniform. On the dress uniform such insignia shall be centered 1/4 inch above the member's name plate. On the work uniform such insignia shall be centered 1-1/2 inch above the member's right breast pocket.

Article IV.

Hours of Work.

Section 4.1 Platoon Duty.

A. Employees covered by this agreement who work within the Bureaus of Fire Suppression and Rescue, Support Services, and Emergency Medical Services (i.e., Paramedics, Paramedic Officers and Field Officers) shall be assigned to regular platoon duty shifts, except forty (40) hour employees as defined in Section 4.2 the normal on duty tours of duty shall be 24 consecutive hours on duty, starting at 8:00 A.M. and ending the following 8:00 A.M.; except, however, that the 24 hours on duty for Battalion Chiefs, employees assigned as drivers to employees in ranks of Battalion Chief and above, and Field Officers, shall normally start between 7:00 A.M. and 7:30 A.M. The normal on duty tour shall be followed by 48 consecutive hours off duty. The annual average weekly hours on duty shall normally not exceed 44.8 hours per week. The average weekly hours shall normally be accomplished by scheduling every 5th on duty shift as a "Daley Day" off duty. Exceptions to the above may be made in special situations as described in subsection 4.1 D.

B. The conversion to the new Daley Day structure shall be effective April 1, 1986, provided that the City Council has ratified the new agreement before that date. If the ratification and adoption of an ordinance by the City Council has not been achieved before April 1, 1986, there will be up to a 90 day transition period commencing on the date the new Agreement is ratified by the City Council, after which the new provisions shall become effective. It is understood that no Personal Day will be lost in the event of late ratification by the City Council.

C. It is understood that there may be administrative errors made in the course of the transition to the new schedule of Daley Days and time off in general. During the first 60 days of that transition period, such errors will be corrected as quickly as possible, but

without penalty to the City. No employee will lose any benefit accruing to him in accordance with the revisions herein, and the Arbitrator will deal with any disputes which might arise in that context to insure against any possible loss to any employee.

D. Special Situations.

Employees may be temporarily transferred from platoon duty to 40 hour duty and from 40 hour duty to platoon duty for a period of not less than five (5) days and not to exceed thirty (30) days, or longer by mutual agreement of the parties, and such agreement shall not be unreasonably withheld by the Union. Employees may be so transferred only for reasons of training, special duty assignments, or when the Fire Commissioner or Mayor determines and announces that an emergency condition exists. After the five (5) day minimum period, employees shall be returned to their normal duty positions and schedule when the training, special situation or emergency condition ceases to exist, or, if applicable, upon termination of any mutually agreed extension of a temporary transfer beyond thirty (30) days. Such temporary transfers shall also be subject to the following conditions:

1. Transfers shall be on a voluntary basis according to seniority, except if there are not sufficient voluntary requests, then transfers will be implemented with the least senior employees; provided, however, (a) training instructors shall only be transferred on a voluntary basis, and

(b) no employee shall be mandatorily transferred who has a previously scheduled furlough or administrative day in the first 30 days of the transfer. In the case of transfer which exceeds 30 days, by mutual agreement as above provided, the employee will receive his furlough or administrative day in the operation for the schedule to which he is transferred.
2. An employee transferred shall receive the appropriate rate of pay, but not less than the employee's regular rate of pay. An employee receiving any benefits accrued prior to the transfer, such as assigned furlough or administrative day and 48 hours off between shifts as set forth in Article IV shall not be modified except as provided above in subparagraph 1. In the case of an employee transferred from platoon duty, any previously earned Daley Days shall be granted immediately upon the employee's return to platoon duty.
3. Transferred employees shall be slotted on to overtime lists by seniority - - the District Chief and Union Steward or Trustee shall consult.
4. Any employee transferred from a 40 hour duty schedule to platoon duty shall receive 1/4 of a Daley Day for each platoon shift worked.
5. No employee transfer shall commence on a holiday; except when the Fire Commissioner or Mayor determines and announces that an emergency exists.
6. No employee shall be so transferred for disciplinary reasons.

Section 4.2 40 Hour Employees.

Employees within the Bureaus of Fire Prevention, Administrative Services, and Emergency Medical Services, (i.e., District Commanders) and other Bureaus listed in Section 4.1 who are not on platoon duty, shall work a normal workweek consisting of eight (8) consecutive hours, Monday through Friday. Exceptions to the normal workweek shall be consistent with past practice.

The parties are enjoined to try and work out a work schedule for the Bureau of Fire Prevention which would meet the needs of that Bureau for weekend work. The parties shall have 120 days from ratification by the City Council to attempt to resolve this issue. If they are unsuccessful, the matter will be referred to Arbitrator Lieberman for resolution.

Section 4.3 Break Periods -- Meal Periods.

A. The 40 hour employee's work schedule shall provide for a 15 minute paid break period during each one-half shift. The break period shall be scheduled approximately at the middle of each one-half shift whenever this is feasible. All 40 hour employees shall also be granted a paid lunch period of not to exceed one hour during each work shift. Whenever feasible, the lunch period shall be scheduled approximately at the middle of each shift.

B. Any 40 hour employee who for any reason works two hours beyond his/her regular quitting time shall be entitled to a third 15 minute paid break period.

Section 4.4 Overtime Definition.

Employees authorized to work any time on duty in addition to the normal shifts as defined in this Article shall be considered as working overtime hours, subject to the overtime rate provisions of this Agreement.

Compensation shall not be paid more than once for the same hours worked under any provisions of this Article or Agreement.

Article V.

Wages and Rates of Pay.

Section 5.1 Annual Salary Schedule.

Effective January 1, 1984, the annual salaries of the members of the bargaining unit shall be paid pursuant to the salary schedule attached hereto and made part of this Agreement and identified as Appendix B.

The following wage changes will be instituted:

- A. In 1984 no wage increase.
- B. In 1985 a 4% increase effective January 1, 1985, and 3% effective September 1, 1985.

C. In 1986 5% effective January 1, 1986.

D. In 1987 4.5% effective January 1, 1987.

The increases specified will be retroactive to the dates indicated but retroactively will apply to base salary only, excluding premium and overtime pay. The retroactive increases for 1985 will be paid at the rank and step the employees held on December 31, 1985.

If during the period of this Agreement, the City grants to police personnel a percentage salary or wage increase in excess of that set forth herein, the Fire Department employees shall be given the same increase. Similarly should police personnel be granted a change in the step and/or longevity pay schedules, Fire Department employees shall be accorded the same changes. In addition, any changes in insurance benefits given to Police personnel, whether in Health and Welfare, Dental, Optical, Life or A. D. & D., shall also be made effective for the Fire Department employees. This provision is for the purpose of maintaining historical parity between the two groups of sworn employees.

Paychecks shall normally be due and payable to employees at 0800 at their workplace on the established pay dates of the 1st and 16th of each month. If the paychecks are available to the District Chiefs for earlier distribution, they shall not be unreasonably withheld.

Premium pay for any overtime or holiday work shall be received by the employee on the pay date for the pay period following the period in which such work was performed, but in no event later than the second pay period following the period in which such work was performed.

Section 5.2 Straight-Time Hourly Rate.

The regular straight-time and basic hourly rate of pay shall be determined and computed by dividing the employee's annual salary by the annual regular hours of work to which the employee is assigned. For the 24 hour shift employees, the annual hours are 2,329.6. For the 8 hour shift employees, the annual hours are 2,080.

Section 5.3 Overtime Rate.

Employees shall receive overtime pay at the rate of time and one-half for all work performed beyond their regularly scheduled hours consisting of thirty (30) minutes or more. Such employees shall receive pay at the overtime rate for one (1) hour. Work consisting of more than one (1) hour shall be paid in one-half (1/2) hour increments. The City's managerial rights to make and enforce rules regarding employee lateness or other gratuitous and/or informal periods of time off during regular working hours are reserved.

Section 5.4 Recall.

A. Employees recalled to duty shall receive a minimum of four (4) hours pay at the overtime rate.

B. Employees who are recalled to duty after 0700 hours on the day to be worked shall receive a minimum of five (5) hours pay at the overtime rate.

Section 5.5 Longevity Pay.

The employer agrees to pay longevity pay in accordance with the salary schedule attached hereto and made a part of this Agreement and identified as Appendix B.

Employees promoted prior to October 1, 1981, shall, effective January 1, 1982, be compensated in accordance with their seniority.

Section 5.6 Holdover.

Employees may be held over for a maximum of four (4) hours to work beyond their regular shift to cover unexpected and unscheduled manpower shortages. An employee being held over may secure a substitute to work for him from other employees within the District on his shift and of the same rank. He may use the marshal line for this purpose, subject to approval of the Company Officer. Where the shortage is in the rank of Firefighter the Firefighter with the least seniority shall be held over unless a more seniority firefighter volunteers. Employees held over thirty (30) minutes or more shall be paid in accordance with Section 5.3 of this Agreement. Administration of this provision shall be consistent with the application of Sections 9.2 and 16.3 of this Agreement.

Article VI.

Entire Agreement.

Section A.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining (except as provided for in the Grievance Procedure) for its term. Amendments and modifications of this Agreement may be made by mutual written agreement of the parties to this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section B. Prevailing Rights.

All rights, privileges and benefits enjoyed by employees prior to February 13, 1980, which are not covered by this Agreement, shall remain in full force and effect during the term of this Agreement unless changed by mutual written consent or as provided herein.

Within sixty (60) days of ratification, the parties will attempt to agree upon a list of specific rights, privileges and benefits which were enjoyed by employees prior to February 13, 1980, which shall then remain in full force and effect during the term of this Agreement. If the parties are unable to agree on the list of specific rights, privileges and benefits, Arbitrator Lieberman will retain jurisdiction to assist in that determination.

Article VII.

Paid Leaves of Absence.

Section 7.1 Vacations.

A. Eligibility and Allowance

1. Every employee shall be eligible for paid vacation after completion of the one (1) year probationary period. However, employees shall start to earn their vacation allowance as of their date of hire.
2. Effective January 1, 1986, eligible employees shall be granted an annual paid vacation as follows:
 - (a) Platoon employees -- twelve (12) duty days.
 - (b) 40 hour employees -- five (5) weeks. After completion of ten (10) years of service or more prior to July 1st -- six (6) weeks.

To be consistent with the above, Section 7.1A 2B shall be modified to grant the proposal effective January 1, 1986. Therefore, effective January 1, 1986, these employees will receive five duty days off or pay in lieu thereof at the employee's option in order to remain consistent with the relative time off benefits given to platoon employees, under the unique circumstances of the department's organization.

In addition, 40 hour employees shall receive 9 duty days pay (three for 1984 and six for 1985) in lieu of increased time off for 1984 and 1985. This will be paid effective with their rates of pay December 31, 1984 and December 31, 1985.

Effective January 1, 1986, 40 hour employees shall receive an additional day of paid vacation for any holiday which falls during a vacation.

3. In order to insure that all Platoon employees receive their twelve (12) duty days off in 1987, all such employees shall receive three (3) furlough periods; and each furlough period shall include four (4) duty days.

Because of the complexity of the furlough selection process and since that program for 1986 will have been initiated prior to the ratification of this Award by the City

Council, furloughs for the year 1986 shall be selected in accordance with Fire Department Special Directive 85-008 dated September 30, 1985. In order to assure that no employee loses furlough time as a result of this change, after the new normal platoon duty hours are implemented in accordance with this Award, furlough periods will be adjusted so that each employee will receive six (6) duty days. This will be accomplished by adding one (1) work day off to each furlough period.

Since the 1986 furlough schedule cannot be reconstructed to include the two additional furlough days (for a total of twelve) provided herein, employees will be given the option of requesting either two additional furlough days off (added to the normal scheduled furlough) if staffing levels and scheduling so allow, or pay for the two days. If the Employees opt to be paid for the (2) two additional furlough days in 1986, such requests must be made by July 1, 1986 for payment by August 1, 1986. Subsequent requests for payment will be paid by December 31, 1986. Any personal days in excess of one used in 1986 prior to the implementation of this Award will offset the request for payment or additional days off.

Consistent with current department practices for platoon employees one duty day is the equivalent of three calendar days for pay purposes; for 40 hour employees, for pay purposes, one duty day is the equivalent of one calendar day. Every place in the agreement when a day is provided, the day means duty day consistent with the above (e.g., furlough day, Daley Day).

One furlough day shall be retroactive to 1984 and paid for at the December 31, 1984 rate. A second furlough day will be retroactive to 1985 and the two furlough days for 1985 will be paid for at the December 31, 1985, rate.

B. Selection of Vacation Periods.

Selection of vacation periods for 1987 shall be in accordance with the Fire Department schedule establishing the annual furlough periods for uniformed personnel. In accordance with the schedule, employees shall select their furloughs within their respective Bureau, Division, District, Platoon, Daley Day assignment, using seniority as the criterion.

C. Vacation Benefits Upon Termination.

1. Any employee who is separated from the service by reason of resignation, death, retirement or discharge (except for discharge by reason of a felony conviction relating to or arising out of or in connection with his service as a Firefighter) shall be compensated at the employee's regular salary rate at the time of separation, for all unused vacation duty days accumulated, including those vacation duty days accumulated in the year of separation, on a pro rata basis. Vacation time shall not accumulate from year to year except as provided herein.
2. Any employee who is separated from service by reason of retirement following a sick or injury leave shall receive a vacation benefit as follows:

- (a) if the sick or injury leave was a result of a duty connected injury, illness or disability, or determined to be an occupational disability or duty disability following retirement, the employee shall be compensated at the salary rate which was applicable for all unused vacation duty days accumulated, including vacation days accumulated during such sick or injury leave.
- (b) if, however, the sick or injury leave was a result of a non-duty connected injury, illness or disability, or determined to be other than a duty disability or occupational disability following retirement, the employee shall be compensated at the salary rate which was applicable for all unused vacation duty days accumulated prior to such sick or injury leave.

D. Vacations Upon Return to Duty from Sick or Injury Leave.

1. An employee who returns to duty after a sick or injury leave, provided such leave was a result of a duty connected injury, illness or disability, shall receive paid vacation for all unused vacation duty days accumulated before and during such leave; and
2. An employee who returns to duty after a sick or injury leave, when such leave was a result of a non-duty connected injury, illness or disability, (a) shall not receive paid vacation for unused vacation days accumulated before such leave and which are scheduled and fall during such leave, but (b) shall receive paid vacation for unused vacation duty days which are scheduled after the leave and shall receive paid vacation for vacation earned during such leave.

Section 7.2 Paid Holidays.

An employee scheduled to work an eight (8) hour day forty hour (40) week schedule will normally be released from work without loss of salary for recognized holidays, provided the employee has worked the last full scheduled days immediately preceding and immediately following the holiday.

Any 40 hour employee who works on a recognized holiday shall be paid time and one-half for all hours worked in addition to his regular pay, i.e., 1 1/2 times the employee's hourly rate of pay plus his/her regular pay.

Employees covered by this contract who work on any of the following thirteen (13) recognized City holidays shall be paid double time for all hours worked. For platoon employees, only such employees who work the shift beginning at 8:00 A.M. on the day the holiday is observed shall be considered as working on the holiday.

The following holidays are those which shall be recognized and observed:

New Years's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Casimir Pulaski Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Holidays will be observed on the day designated by the City for observance.

Effective January 1, 1987, if a holiday falls on one of the 12 furlough days of any platoon employee, he shall be paid for that day as if he had worked on the holiday (i.e., 1 duty day at straight time pay in addition to his furlough pay.)

Section 7.3 Sick and Injury Leave.

Any member of the Fire Department receiving any injury on duty or duty related disability so as to prevent him from attending to his duties as such member of the Fire Department shall, for the duration of twelve (12) months, providing his disability shall last that time, or for such portion of twelve months as such disability or sickness shall continue, receive his usual salary; and such disability shall not be considered as rendering necessary his retirement from service in the Fire Department during such period. The fact of such disability, its nature or cause of his injury, and its duration, shall be certified to by the Department physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner. Effective upon ratification, any employees absent from work on account of a non-duty injury or illness for any period of time not exceeding twelve (12) months in any twenty-four (24) consecutive month period, shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician or by the production of such other evidence as shall be satisfactory to the Fire Commissioner.

In the event a dispute arises as to the disability of the member, or the nature or cause of his injury, such dispute shall be referred to the Grievance Procedure under Article X.

Any member of the Fire Department who is receiving his usual city salary while on disability is prohibited from engaging in any employment other than with the Fire Department. Any member found to be in violation of this Section shall be subject to the loss of his salary from the Fire Department while an employee.

No member of the Fire Department who is on the pension roll, or who is receiving any benefit from the pension fund by reason of any such disability or injury, shall be entitled to receive any part of his salary during such time as he shall remain on such pension roll or receives any benefits therefrom.

The Employer further agrees to pay all hospital and medical costs of an employee incurring a duty connected injury, illness or disability.

Section 7.4 Military Leaves.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, but not to exceed fourteen (14) calendar days in any calendar year. Said paid leave of absence shall not reduce the employee's vacation or other leave benefits.

Section 7.5 Funeral and Bereavement Leave.

In the event of a death in the immediate family of an employee, the employee shall be granted three (3) consecutive calendar days off without loss of pay. The immediate family is defined as the employee's spouse, parents, children (including step and half), brother, sister (including step and half), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren.

Section 7.6 Personal Leaves.

A. Effective upon the implementation of this Agreement, personal days for Platoon employees shall be eliminated, except, however, every employee who has not yet received at least one personal day in 1986 shall, at the employee's option, receive one personal day or pay in lieu thereof.

B. Effective upon implementation of this agreement, personal days for 40 hour employees shall be eliminated, except every employee shall receive, each year, four (4) administrative scheduled days off or pay in lieu thereof, at the employee's option. Any personal days received in 1986 prior to the award, will be credited against the four administrative days for 1986. Administrative days will be used (or paid for) each calendar year and will not be carried over.

C. Current practice and policy with respect to the exchange of Daley Days or Tours of Duty shall be continued for the term of this Agreement which is as follows:

Exchange of Daley Days.

1. A Daley Day Exchange policy has been established to allow members of the same District, except E.M.S. which shall be by Bureau, working the same shift, to exchange Daley Days.

2. Daley Day exchanges will be a direct exchange between two members for the entire 24-hour period. All exchanges will be within the same District except E.M.S. which shall be by Bureau.

3. To maintain orderly scheduling of manpower, exchanges of Daley Days will be accomplished by members of the same rank. However, Company officers (Captains and Lieutenants) will be allowed to exchange Daley Days at the discretion of the District Chief or Assistant Chief Paramedic.

4. Approval of Daley Day exchanges will be denied when there is evidence of financial remuneration to either party involved and further, no Daley Day exchanges will be considered that are requested for the purpose of outside employment of any nature.

Traded Tours of Duty.

5. A trade-tour policy has been established to allow members to trade a tour of duty in the event that a Daley Day exchange cannot be effected.

6. A trade of either a 12-hour period or a 24-hour period will be allowed. All exchanges will be within the same District except E.M.S. which shall be by Bureau. In case of emergency, the Deputy District Chief or the Assistant Chief Paramedic will be authorized to waive the hours provision regarding a traded tour of duty.

7. Approval of Traded Tours of Duty will be denied when there is evidence of financial remuneration to either party involved and further, no traded tours will be considered that are requested for the purpose of outside employment of any nature.

Entitlement.

8. No member may exceed a maximum of two exchange and/or trades, or combination thereof, within the following time frames for calendar year, i.e., January 1 through April 30; May 1 through August 31; and September 1 through December 31. This will allow each member six exchange and/or trades or combination thereof, within a 12-month period. Pay-back time is not included within the established time frame and shall be in addition.

9. A maximum of two consecutive trades, exchanges, or pay-back days, without a workday in between will be allowed to an employee.

Qualifications.

10. Requests for exchanges, trades, and pay-back days must be submitted a minimum of two working days in advance of the date requested. In case of emergency, the Deputy District Chief or the Assistant Chief Paramedic will be authorized to waive this provision. Requests may be disapproved only for the reasons set forth herein.

11. All exchanges and trades must be reconciled by the parties involved in the exchange or trade prior to promotions, reassignments, retirements, etc. All pay-back days must be completed within four months of the first exchange or trade. Furloughs may not be extended by trades, exchanges, or pay-back days without the written permission of the District Chief or the Assistant Chief Paramedic. The department will assume no responsibility for the time lost in exchange of Daley Day or trades or duty tours.

Procedure.

12. The requesting employee will prepare a C.F.D. Form 104 (Rev. 82) and submit it to the District Chief or Deputy District Chief through the chain of command.

13. Upon approval/disapproval by the District Chief, a copy will be returned to the Battalion Chief, Company Officer and requesting employee.

14. On the day of the Exchange of Daley Day, Traded Tour of Duty, or Pay-back, the proper entries will be made in the Company Journal and Attendance and Assignment Record.

15. Approved exchange of Daley Days, traded tours of duty or pay-back time, that are prevented from being consummated because of some unforeseen event, will be addressed in the following manner:

The Employer, in an effort to cover any and all unforeseen events that may result in shortages of manpower relative to exchanges, trades or pay-back time, will provide an employee either by detail or hire-back in order to maintain orderly scheduling.

After the Employer determines which employee owes the duty time, the Employer shall request payment of this time within four months of the exchange, trade or pay-back. Time owed and not paid back to the Employer within the four month period may at the Employer's discretion, result in the docking of time owed. Local 2 will be advised of any contemplated docking.

It is expressly understood, however, that the Employer can request payment of the time owed in order to accomplish orderly scheduling of manpower and the emergency needs of the Fire Department. In addition, payment of this time will be accomplished irrespective of the District's Seniority Overtime Assignment List.

D. It is understood that there may be administrative errors made in the course of the transition to the new schedule of Daley Days and time off in general. During the first 60 days of that transition period, such errors will be corrected as quickly as possible, but without penalty to the City. No employee will lose any benefit accruing to him in accordance with the revisions herein, and the Arbitrator will deal with any disputes which might arise in that context to insure against any possible loss to any employee.

Section 7.7 Educational Leaves.

A. Employees may be granted paid leaves of absence for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are

intended to improve, maintain or upgrade the individual's certifications, skill and professional ability. Approval of such requests for leave shall not be unreasonably withheld.

B. Employees within the Bureau of Emergency Medical Services, or Fire Fighters/Paramedics, who are required while off duty to attend State of Illinois recertification training programs and examinations, shall be compensated at time and one-half their straight-time hourly rate of pay. Pay for all such required training and examinations shall not exceed those hours required by State law. Such compensation shall be due and payable when all employees in the recertification group have presented proper evidence that they have completed the training program or received a passing grade. Said compensation shall become due and payable on the second pay period after completion of presentation of proper documentation as stated above, and it shall be computed on the basis of the employee's straight-time hourly rate existing at the time of payment.

Section 7.8 Educational Reimbursement.

The Department agrees to provide tuition reimbursement for employees for extra-departmental education subject to the following conditions:

A. To be eligible for reimbursement:

1. Each course taken must be job-related or necessary for a degree.
2. Proof of acceptance for a degree program must be presented upon request.
3. Each course taken must grant college level credit.
4. Each course must be taken through an accredited college or university.

B. Employees must file applications for reimbursement on the appropriate forms no later than thirty (30) days after the beginning of the course of study.

C. Reimbursement will be granted on the following basis:

1. Grade "A" 100%.
2. Grade "B" and other grades classified by the school as passing 75%.

D. Reimbursement may be denied if an employee's work performance is deemed inadequate or if the employee has a record of sustained infractions of Department orders, directives or procedures.

E. Reimbursement will not be granted if:

1. Tuition cost's are covered by Veteran's Administration or other funds, or
2. The program in which the employee is enrolled is reimbursable through a federal grant-in-aid program for which the employee is eligible.

F. Reimbursement will be made for a maximum of two (2) courses per school term.

G. Reimbursement will be granted when an employee is required by the Fire Commissioner to attend an educational or training program.

Article VIII.

Unpaid Leaves of Absence.

Section 8.1 General.

A leave of absence without pay may be granted to an employee for personal reasons by the Fire Commissioner, provided the purpose of the leave is deemed beneficial to the City service (as, for example, an educational purpose relevant to the employee's future in the Department, or for the purposes of accepting an elective or appointive office.)

A leave of absence shall not be granted for the purpose of seeking or accepting any employment with any employer other than the City of Chicago.

An extension of leave shall not be approved unless it is consistent with the administrative procedures of this article. The granting or extension of an unpaid leave shall not be unreasonably withheld.

Section 8.2 Procedures.

All unpaid leaves of absence shall be governed by the following procedures:

- A. Leaves must be applied for by the employee seeking the leave on forms prescribed by the Fire Commissioner. Before the leave begins it must be approved by the Fire Commissioner or Designee.
- B. Leaves of absence shall not be sought or granted for a period exceeding one (1) year. All leaves of absence shall be granted for a specified period of time and with a specified termination date; provided, however, that an employee on such leave, with approval of the Fire Commissioner, may terminate such leave and return to work prior to the specified termination date. Approval of the Fire Commissioner shall not be unreasonably withheld or denied.
- C. The Fire Department Director of Personnel shall be responsible for giving both the employee and the Fire Commissioner timely notification of an upcoming expiration of a leave of absence. The Fire Department Director of Personnel shall so notify the employee by registered mail with return receipt requested. Said notice shall advise the employee that his or her resignation will be effective within thirty (30) days of receipt of said notice. The employee shall then be responsible for notifying the Fire Department Director of Personnel of his or her intention to return to work.

- D. The employee shall be responsible for making application for any extension of a leave of absence. Such application shall be made to the Fire Department Director of Personnel on appropriate forms prior to the expiration of a leave. An extension of leave shall not be approved unless it is consistent with the purposes of this article. Any such extension must be approved by both the Fire Department Director of Personnel and the Fire Commissioner, which approval shall not be unreasonably withheld or denied.
- E. If an employee fails to return to work upon expiration of his or her leave of absence, without making application for extension, it shall be considered that the employee resigned effective as of the last day of the authorized leave of absence.
- F. A leave of absence may be cancelled by the Fire Commissioner upon evidence that the cause or its original authorization was fraudulent or has as a matter of fact ceased to exist.
- G. When a leave has been granted properly, and when the employee is prepared to return to work in conformance with the terms and conditions of this article, the following shall apply:
 - 1. An employee returning from a leave of three (3) months or less shall be fully restored to his or her position.
 - 2. An employee returning from a leave of more than three (3) months shall be fully restored to his or her position, if available; or, if not available, the employee shall be restored to a position of equal rank.
- H. Any employee who is on a leave of absence from the Fire Department shall not be considered in the certification and appointment from promotional eligible lists.

Article IX.

Seniority Rights.

Section 9.1 Seniority.

A. Seniority is defined as an employee's length of continuous service since his last date of hire. If more than one person is hired on the same day they shall be placed on the seniority list according to their rank on the eligibility list.

B. New employees will serve a probationary period of one (1) year. Any employee may be discharged during the probationary period. In such event the employee shall be notified of the reasons for the discharge at least 15 days prior to the effective date of the discharge action. A copy of the notice will be sent to the Union. Upon request of the Union, the Employer shall meet within 10 days of the discharge notice with a special committee to be designated by the Union to discuss the reasons for the discharge.

The employee and the Union may present evidence relating to the validity of the reasons or mitigating circumstances to the Employer at the meeting. The employer shall then

review such evidence and issue its final opinion. The Employer's final action shall not be subject to the grievance procedure.

The seniority of the employee retained beyond the probationary period shall date back to his/her last date of hire.

C. An employee's continuous service and the employment relationship shall be terminated when an employee:

1. Resigns or quits with the following exceptions:
 - a. An employee who resigned and was reinstated prior to March 8, 1980 shall retain the seniority date listed on the 1982 seniority list provided such date is not adjusted otherwise as provided or permitted in the Seniority Settlement Agreement of February 1, 1983.
 - b. An employee who resigned in the past and was not reinstated until March 8, 1980 or later, or who resigns in the future, shall have his seniority based on his last date of hire, which shall be the day of his return to service, unless he requests or requested reinstatement on or before thirty (30) days after the effective date of his resignation and such request is or was ultimately granted, in which case he shall continue to use the seniority date in effect prior to his resignation provided such date is not adjusted otherwise as provided or permitted in the Seniority Settlement agreement of February 1, 1983.
2. Is discharged for just cause;
3. Retires or is retired;
4. Is absent for three (3) consecutive days (workdays) without notifying the Employer's authorized representative;
5. Is laid off and fails to report for work within ten (10) calendar days after mailing by certified mail a notification of recall to the employee's last known address as shown on the City's personnel records. A copy of recall notification shall be sent to the Union. If the Union within six (6) working days of the mailing date provides the Employer with a corrected address, the Employer will send a second recall notice, and an additional five (5) days notice shall be allowed;
6. Does not report for work after the termination of an authorized leave of absence, pursuant to Articles VII and VIII.

D. Effective January 1, 1982, a suspension shall not affect an employee's length of continuous service, and effective January 1, 1983, adjustments of seniority for any and all periods of suspension prior to January 1, 1982, shall be eliminated and the seniority date for all employees given adjusted seniority dates for such past suspensions shall be restored to their last date of hire.

E. Effective January 1, 1983, an employee granted an unpaid leave of absence of thirty (30) days or less shall not incur a break in continuous service for such leave.

F. Effective January 1, 1983, an employee granted an unpaid leave of absence in excess of thirty (30) days shall not incur a break in continuous service if such leave is taken for the good of the department, including, but not limited to, leave for educational and/or professional reasons.

G. Effective January 1, 1983, if an employee takes a leave of absence which is not for educational or professional reasons or other reasons for the good of the Fire Department, and such leave extends beyond thirty (30) days, the employee's seniority date will be adjusted by the length of the leave in excess of thirty (30) days;

H. Employees who received an adjusted seniority date prior to January 1, 1983, on account of leaves of absence shall have their seniority dates corrected as follows:

1. A leave of absence of thirty (30) days or less shall not affect seniority and the City will eliminate any adjustments for such leave;
2. If the leave of absence was in excess of thirty (30) days, the employee's seniority date will not be adjusted for such leave if the leave was for the good of the department, including, but not limited to, leave for educational and/or professional reasons;
3. If the leave of absence was not for educational or professional reasons or other reasons for the good of the department and such leave extended beyond thirty (30) days, seniority will be adjusted by crediting employees for thirty (30) days of service during such leave, but adjusting the seniority date of such employee by the length of leave in excess of thirty (30) days.

I. Any employee who returns to active duty after a period during which he received duty, occupational and/or ordinary disability shall have his seniority continued to be based on his last date of hire without adjustment.

J. On or before April 1 and October 1 of each year the Employer will post on employee bulletin boards a current seniority list showing the departmental seniority and classification seniority of each employee. A copy of the seniority list shall be simultaneously provided to the Union. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Fire Department Director of Personnel, in writing, within ten (10) calendar days after the list is posted. Any disputed seniority dates not able to be adjusted satisfactorily will be subject to Article X.

Section 9.2 Overtime Distribution.

A. Platoon Employees

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such

overtime shall be distributed to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an overtime roster in each district or bureau on each shift; by Daley day. These rosters shall originally be established with the most senior member at the top of the roster ranking down to the least senior member at the bottom.

"Seniority Overtime Assignment Lists" shall be posted in each work place, with copies supplied to the Union. Such lists shall show the employees Seniority within the district or bureau; Company, Platoon, Daley day, and special Fire Department certification (s). Members assigned after the roster has been established shall be inserted into the roster according to Seniority, and members who have been required to change Daley days to balance manpower shall be inserted into the roster according to seniority. In case of any question regarding insertion according to seniority, such shall be discussed between the Business Agent and the District Officer in attempting resolution. Lists shall be updated by District Chiefs every six months.

An employee shall move to the bottom of the overtime lists of the respective rank or classification only if he or she refuses to work the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time the overtime work becomes available and is offered shall be required to accept and work the overtime when all other employees have refused.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed for positions on Helicopters, Squads, Air Sea Rescue, Air Mask, Hazardous Material Unit, and Office of Fire Investigations. In case such specialized personnel are needed for such units, the Employer shall go down the overtime list until reaching the first person certified for the specialty required and offer the overtime. (Employees with such specialty certification(s) shall be asterisked on the list.) If that person refuses, the overtime assignment shall be offered to the next certified employee on the list. Such employees shall move to the bottom of the list of the respective rank or classification upon refusing or working the overtime offered; provided, however, that the certified employee on the bottom of the overtime list shall be required to accept the overtime assignment when all other employees have refused.

It is further provided:

1. If any District cannot fill its manpower needs from its overtime distribution list, then such needs shall be filled from the overtime list from the next District in numerical sequence and if insufficient personnel are available in such District, then from the next District in numerical sequence (e.g., District 5 to District 6 to District 1) until sufficient personnel are acquired.
2. In the event, however, there are not sufficient employees obtained as above provided to fill manpower needs, then platoon employees who are off work the same Daley Day sequence as the platoon where the manpower shortage is occurring shall be called for overtime from the overtime distribution list upon which their names appear, utilizing the same procedures as above. No employee, however, shall be required to work with less than 24 hours off between platoon shifts, except pursuant to Section 5.6; and further, if there are insufficient employees available for overtime rehire pursuant to the foregoing procedures in

this section, then the holdover provision, Section 5.6, shall be invoked up to a maximum of 24 hours, irrespective of the 4 hour maximum limitation set forth in Section 5.6.

3. If any overtime distribution does not consist of at least twelve (12) consecutive hours, the employee receiving such overtime shall not lose his/her position on the overtime list.
4. No employee shall be on more than one overtime list.
5. At the end of each month a summary shall be provided to the Union by the Employer showing for that month who worked overtime, who refused, who was not at home when called, who was on lay-up and who was on vacation.

B. 40 Hour Employees.

After all detailing has been accomplished, and when the need for overtime exists due to the lack of manpower, or due to vacation, sickness, injury or other unforeseen causes, such overtime shall be distributed to members of the bargaining unit on a voluntary basis; by rank and classification; by means of an overtime roster in each Bureau, District or Division. These rosters shall originally be established with the most senior member at the top of the roster ranking down to the least senior member at the bottom.

"Seniority Overtime Assignment Lists" shall be posted in each work place, with copies supplied to the Union. Such lists shall show the employee's Seniority within the Bureau, District or Division; and special Fire Department certification(s). Members assigned after the roster has been established shall be inserted into the roster according to seniority. In case of any question regarding insertion according to seniority, such shall be discussed between the Business Agent and the Bureau Chief or his designee in attempting resolution. List shall be updated by the Employer every six months.

An employee shall move to the bottom of the overtime list of the respective rank or classification only if he or she refuses or works the overtime offered; provided, however, that the employee on the bottom of the overtime list at the time the overtime work becomes available and is offered shall be required to accept and work the overtime when all other employees have refused.

An exception to offering overtime in strict sequential order on the overtime lists may be made when specialized personnel are needed to perform the duties of Public Education Specialist, Pump Test Operator, and Gas Leak Inspector. In case specialized personnel are needed for such duties, the Employer shall go down the overtime list until reaching the first person certified for the specialty required and offer the overtime. (Employees with such specialty certification shall be asterisked on the list.)

It is further provided:

1. No employee shall be on more than one overtime distribution list.

2. At the end of each month a summary shall be provided to the Union by the Employer showing for that month who worked overtime, who refused, who was not at home when called, who was on layup and who was on vacation.

Section 9.3 Vacancies and Promotions.

A. Vacancies.

Promotional vacancies within the bargaining unit created as a result of death, resignation, retirement and discharge for just cause, and which the Employer must fill to maintain the minimum manning agreed to in this Agreement, shall be filled within 45 days of the last day the employee actually worked on duty or was discharged. Promotions which are required to fill vacancies shall be made from established lists resulting from job related examinations given to the employees in the classification immediately below the vacancy. Permanent assignments to vacant promotional positions shall be in accordance with the provisions of Article XVI, Section 16.7.

Section 9.3B Promotional Eligibility Lists.

1. The ranking of employees on promotional lists shall be based upon the employee's ascertained merit which shall be determined by promotional examinations consisting of the following three criteria: written, seniority and oral/proficiency.

The weights to be accorded the criteria included herein shall be consistent with the requirements of Federal Law and shall be subject to review by the Justice Department.

2. Promotional vacancies shall be filled by the Commissioner from eligible employees certified from the applicable promotional eligibility list. Employees shall be certified for promotion in order of their rank on the list. The employees certified for promotion shall be the five employees having the highest scores (rank) for each position to be filled, but in no event more than fifteen employees more than the number of vacancies to be filled. Vacancies will customarily be filled by employees in the order of their ranking on the list. An employee certified for promotion to a vacancy may be passed over for any vacancy on an order subject to the following conditions:

- a. No employee may be passed over on more than two orders.
- b. No employee shall be promoted from a new promotional list until all employees who may have been passed over on a previous promotional order have been promoted.
- c. An employee may be passed over on an order only for the following reasons:
 - i. At the time the vacancy occurs the employee is on an injury leave of six months or more for a non-duty related injury; provided, however, that upon the employee's return to duty from such leave he shall be promoted on the next order.

- ii. A major disciplinary infraction (i.e. charges resulting in a suspension of 15 days or more); provided, however, that if such disciplinary infraction is not sustained the employee shall be promoted on the next order. No disciplinary infraction may be used for more than one order as a reason to pass over an employee on a promotional order.
- iii. In order to comply with affirmative action ordered by a court.

The Employer shall specify the specific reason in the event that it decides to pass over an employee on an order.

Section 9.3C E.M.S. Promotions.

1. Career Ladder.

Promotional ranks within the Bureau of Emergency Medical Services (E.M.S.) shall be:

- (a) E.M.S. District Commander
- (b) E.M.S. Field Officer
- (c) Paramedic Officer
- (d) Firefighter/Paramedic
- (e) Paramedic.

2. Promotions shall come from lists as they may from time to time be established.

Section 9.4 Layoff and Recall.

In the event it becomes necessary to layoff employees, for any reason, employees shall be laid off in inverse order of their seniority.

Employees shall be recalled from lay-off according to their seniority. No new employee shall be hired until all employees on lay-off status, desiring to return to work, have been recalled.

Article X.

Grievance Procedure.

Section 10.1 Definition.

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Section 10.2 Procedure, Steps and Time Limits.

Step I. The employee, with or without the Steward (or the Steward alone in the case of a Union grievance), shall take up the grievance or dispute in writing or orally with the Employer's authorized representative within ten (10) days of its occurrence, or if later, the date on which either the employee or his Union Steward knew or reasonably should have known of its occurrence. The Employer's authorized representative shall then attempt to adjust the matter and shall respond in writing or orally to the Steward within five (5) business days.

Step II. If the grievance is not settled in Step I and the Union with or without the employees wishes to appeal the grievance in Step II of the Grievance Procedure it shall be referred in writing to the Fire Commissioner or his designated representative within five (5) working days after the receipt of the Employer's answer in Step I. The written grievance shall be signed and shall set forth all relevant facts, the provision or provisions of the Agreement allegedly violated, and the requested remedy.

The Fire Commissioner or his designated representative shall discuss the grievance within ten (10) working days of receipt of the notice of appeal with the employee and the authorized Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Fire Commissioner or his designated representative shall give the Employer's written answer to the Union within ten (10) working days following their meeting.

Step III. If the grievance remains unresolved within fifteen (15) business days after the reply of the Fire Commissioner is due, either party may, by written notice to the other party invoke arbitration.

Section 10.3 Arbitration.

A. Within seven (7) working days after receipt of the written notice of arbitration the parties shall meet or otherwise attempt to select an impartial arbitrator by mutual agreement, preferably from a previously agreed to list.

B. If after seven (7) working days the parties are unable to mutually agree upon selection of an arbitrator, the party invoking arbitration shall request the American Arbitration Association (A.A.A.) to submit simultaneously to both parties an identical list of seven (7) names of persons chosen from the labor panel. Each party shall thereafter cross off any names objected to, number the remaining names indicating the order of preference, and return the list to the A.A.A. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the A.A.A. shall invite the acceptance of the Arbitrator to serve. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted list, the A.A.A. shall submit a second and, if necessary, a third list. Thereafter, the A.A.A. shall have the power to make the appointment from other members of the panel without the submission of any additional lists. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator.

Section 10.4 Authority of the Arbitrator.

The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue or issues of contract interpretation or application appealed to arbitration and shall have no authority to make a decision on any other issues not so submitted. The arbitrator shall submit in writing his decision to the Employer and to the Union within thirty (30) days following the close of the hearing unless the parties agree to an extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. Subject to the arbitrator's compliance with provisions of this Section, the decision of the arbitrator shall be final and binding.

Section 10.5 Expenses of Arbitration.

The fees and expenses of the arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 10.6 Processing and Time Limits.

Grievances may be investigated and processed during working hours by Union Stewards, representatives, and grievance committees, provided such activities do not interfere with the operations of the Fire Department.

A grievance not filed or appealed within the established time limits shall be deemed waived. If the Employer fails to reply within the established time limits then, at the Union's option, it may automatically advance to the next step.

The time limits set forth in this Article may be extended by mutual written consent of the parties.

The term "working days" means the days of the week, Monday through Friday, excluding Saturdays, Sundays and holidays.

Section 10.7 Processing Grievances.

Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of the employees selected as Stewards, and other Union representatives who may represent employees at each step of the grievance procedure, shall be certified in writing to the Employer by the Union.

Any Union representative whose participation in grievance meetings held pursuant to the provisions of the Article is necessary shall be released from work without loss of pay to attend such meetings. Grievance meetings shall be scheduled in a manner which does not interfere with City operations.

Section 10.8 Meetings Between the Parties.

Upon request of either party, the Union President or designee and the Fire Commissioner or designee shall meet every three (3) months at a mutually agreeable time and place to exchange views and discuss matters of mutual concern that do not involve negotiations and that do not constitute the processing of a pending grievance.

Article XI.

No Strike and No Lockout.

No lockout of employees shall be instituted by the Employer during the term of this Agreement as a result of a dispute with the Union arising out of the terms of this Agreement.

No strikes of any kind and no slowdown, picketing or other concerted interference with, or interruption of, service shall be caused, sanctioned, instigated, condoned, supported or participated in by the Union or any employee during the term of this Agreement. Any or all employees who violate this clause shall be subject to immediate discharge.

Article XII.

Safety, Health and Welfare.

Section 12.1 Hospitalization and Medical Coverage, Dental, Optical, Life Insurance Programs.

A. The Employer agrees to make available to eligible employees and their eligible dependents the "City of Chicago Medical Care Plan for Employees, which became effective October, 1984", and the City dental plan and the City optical plan also provided to City employees. The definition of eligible employees and eligible dependents is set forth in each respective program or plan. However, for the Medical Care Plan only, eligible dependents are those dependents who are unmarried and less than 25 years of age regardless of an employee's date of hire. The Employer shall contribute the full cost of eligible employee and eligible dependent coverage.

B. The Employer also agrees to make available to the following other persons the hospitalization and medical program, the dental plan, and the optical plan: widows and children of employees killed in the line of duty; former employees on pension disability (both duty and occupational) and their eligible dependents; widows and children of deceased employees who were formerly on pension disability. The Employer will contribute the full cost of coverage for any of the above enumerated persons who elect coverage under any plan or plans. However, coverage under a plan for such persons shall terminate when a person either reaches the age of 65 or ceases to be a dependent as defined in a plan, whichever occurs first.

In addition to the foregoing, it is expressly understood that the coverage herein provided shall be subject to coordination of benefits on a non-duplicating basis; i.e., if any of the persons covered herein are also covered by another hospitalization, dental or optical plan,

then said other plan shall be considered the primary plan and the benefits payable under any plan provided herein shall be reduced by the amount paid by the other plan, but in no event shall the coordination of benefits allow for payment of more than 100% of allowable expenses.

C. Employees who retire pursuant to the pension statute shall be allowed to participate in the City of Chicago Annuitants Medical Benefit Plan until reaching age 65, provided they pay the then current contribution rate. The following are the current contribution rates:

1. A maximum of \$55.00 per month for single coverage;
2. \$110.00 per month for coverage of a family of two (2);
3. \$150.00 per month for coverage of a family of more than two (2).

D. Effective upon ratification of this Award by the City Council, the City- paid life insurance for all employees covered by this Agreement shall be increased to \$10,000 and the A.D. & D. will be \$1,000. Effective January 1, 1987 the City-paid life insurance will be increased to \$15,000 and the A.D. & D. will be increased to \$2,000. In all other respects the life insurance program will conform to the provisions and costs of the life insurance coverage accorded to other sworn City employees. A summary of the City Life Insurance Program will be placed in the Agreement in place of current Appendix F.

Section 12.2 Safety and Health.

A. It is agreed that the Employer and all employees will comply with all applicable laws and regulations governing safety and health matters. The Employer will continue to make reasonable provisions, in compliance with such laws and regulations for the safety and health of its employees.

B. The Joint Occupational Safety and Health Committee shall continue for the term of this Agreement. The Fire Commissioner and the Union shall each appoint three members. The Committee shall meet monthly to discuss safety and health matters. The Joint Committee shall make recommendations to the Fire Commissioner as to any safety conditions, rules and equipment which it may deem in need of change and improvement in order to achieve proper standards of safety and health and to minimize accidents, injuries and illness in the Fire Department. The Fire Commissioner shall promptly issue a report to the Committee as to his views regarding the Committee's recommendations.

Section 12.3 Pensions.

A. For the term of this Agreement, the Employer agrees not to exercise its Home Rule power to reduce the benefit provisions of the Illinois Revised Statutes, Chapter 108 1/2, Article VI, "The Firemen's Annuity and Benefit Fund - Cities Over 500,000."

Article XIII.

No Discrimination.

Section 13.1 No Discrimination.

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership, but this Section is not intended to interfere with the operation of Section 1 of Article III of this Agreement. In accordance with applicable law, neither the Employer nor the Union shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion or political affiliation.

Section 13.2 Gender.

Whenever a male gender is used in this Agreement it shall be construed to include male and female employees.

Section 13.3 Union's Duty of Fair Representation.

The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. The Union's duty of fair representation shall be carried out in conformity with the standard enunciated by the United States Supreme Court in *Vaca v. Sipes*, 386 U.S. 171.

Section 13.4 Affirmative Action.

A. The parties agree to establish and implement an affirmative action program in accordance with the terms and conditions of the I.A.F.F. recruitment and equal opportunity programs as further described in Appendix G of this Agreement.

B. Polygraphs.

The employer agrees that no prospective employee shall be required to take a polygraph examination as a condition of employment with the employer, and a prospective employee's refusal to submit to a polygraph examination shall not be cause for rejection for employment.

Article XIV.

Management Functions.

Section 14.1

It is the right of the employer to unilaterally determine matters of inherent managerial policy and to implement decisions with respect thereto, which include, but are not limited to, the following: the right to determine services to be offered by its agencies; to establish its overall budget; to direct its employees; to determine the content of examinations, the necessary requirements to participate in the examination process, and the minimum qualifications for all positions; to discipline or discharge employees for proper cause; to

relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain and improve efficiency of governmental operations; to determine the methods, means, and personnel by which government operations or a unit thereof are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise control and discretion over its organization and the technology of performing its work.

This Agreement shall be construed however as requiring the Employer to follow the provisions of this Agreement in the exercise of the foregoing rights.

Article XV.

Duties.

All employees shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.

The assignment of duties not related to fire suppression, prevention, extinguishment and delivery of emergency medical services, including the maintenance of equipment and the customary house duties, shall be grounds for a grievance under Article X. Nothing in the above duties description shall limit assignments during emergency conditions and/or circumstances which threaten citizens lives and/or property.

Article XVI.

General Provisions.

Section 16.1 Union Bulletin Boards.

The Employer agrees to furnish suitable space for bulletin boards in convenient places in each work area to be used only by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards. The Union shall not use such boards for posting abusive or inflammatory or partisan political material.

All material shall be signed and approved by the authorized representative of the Union prior to posting.

Section 16.2 Discipline and Discharge.

A. Disciplinary actions instituted by the employer shall be for reasons based upon an Employee's failure to fulfill his responsibilities as an employee. Where the Employer believes just cause exists to institute disciplinary actions he shall have the option to assess the following penalties:

Oral Reprimand

Written Reprimand

Suspension

Discharge.

Any disciplinary action or measure other than an oral reprimand imposed upon an employee may be appealed through the grievance procedure. The employee may file a written reply to any oral reprimand. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. The Employer agrees that employees shall be disciplined and discharged only for just cause. A copy of all suspension and discharge notices shall be provided to the Union. Discharge and disciplinary suspensions shall be subject to review under the grievance procedure up to and including arbitration. Disciplinary actions shall be subject to review under the grievance procedure only. Such review procedures are in lieu of and expressly supersede and preempt the employee notification and appeal procedures specified in Chapter 25.1 of the Municipal Code and any City of Chicago Personnel Rules. Such contractual review procedures shall be the sole and exclusive method of reviewing all disciplinary action.

C. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights, benefits and conditions of employment, without prejudice, unless a lesser remedy is agreed upon as a grievance settlement or deemed appropriate by an arbitrator.

D. Disciplinary actions recorded in the employee's personnel files shall not be used after 12 months to justify subsequent disciplinary action except for a related offense.

E. The Employer shall conduct disciplinary investigations when it receives complaints or has reason to believe an employee has failed to fulfill his responsibilities as an employee and just cause for discipline exists. It is understood that polygraph examinations will not be used by the Employer in any phase of disciplinary investigations.

Prior to taking any final, disciplinary action and concluding its investigation, the Employer shall notify the employee of the contemplated measure of discipline to be imposed, and shall meet with the employee involved and inform him/her of the reasons for such contemplated disciplinary action. Copies of the following documents shall be given to the employee at this notification and review meeting:

1. Allegation of violations of Rules and Regulations
2. Statement of charges and specifications
3. Employees initial statement of facts
4. Acknowledgment of notification and review
5. Disciplinary officer's recommendation
6. Copies of the employee's pertinent past discipline.

The employee shall be entitled to Union representation at such meetings and shall be given the opportunity to rebut the reasons for such proposed discipline.

F. The Employer's personnel files, disciplinary history files, medical files and completed inactive investigative files, except for information which the department deems to be confidential, shall be open and available for inspection and copying by the affected employee, or his union representative with the specific written consent of the employee, during regular business hours.

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

Section 16.3

A. No Acting out of Classification.

No employee shall be required or volunteer to perform duties of any other rank or classification during the term of this Agreement except as set forth in Section 3.4C, Section 16.3B and/or 16.4D of this Agreement.

B. Emergency Manpower Shortages.

To avoid the temporary shutdown of companys due to unexpected or unscheduled absences or incapacity that cannot be immediately covered by detailing or holdover pursuant to Articles 9.2 or 5.6 respectively, members of the bargaining unit may be temporarily assigned to act in a higher or lower rank subject to the conditions enumerated below:

- i. If acting in a higher rank the employee shall be compensated for the period of acting at the same rate he would earn if promoted to that higher rank or if acting in a lower rank then at the employee's regular rate of pay.
- ii. The acting employee will perform the duties of the higher or lower rank or classification for a maximum of four (4) hours except in the following situations:
 - a. The acting employee is relieved by overtime assignment of an employee of the proper rank pursuant to Article 9.2 within the four hours; or
 - b. The fourth hour of the acting period runs past midnight. If this occurs the acting employee shall continue to act for the balance of the tour of duty.

For the purposes of this article the four hour period shall begin from the time the shortage occurs if the company is in quarters, or from the time the company returns to quarters if the shortage occurs when the company is not in quarters. The Employer shall diligently attempt to fill the manpower shortage in accordance with Article 9.2 during the four hour period.

In the event that no employee is available for overtime recall pursuant to Article 9.2 the acting employee will continue to act for the balance of the tour of duty and the company will not be put out of service.

- iii. In the Bureau of Fire Extinguishment the senior person on the particular apparatus on the shift shall have priority for the acting assignment. Priority as to an acting assignment in the Bureau of E.M.S. shall be to the senior person in the District on the shift.
- iv. The District Chief or his designee immediately shall notify the Union by phone at its office advising as to the existence of any manpower shortage, the assignment of personnel to act in a higher or lower rank and/or recall of employees on overtime. If the event occurs during non-business hours, however, the District Chief or his designee will notify the Union by phone at the earliest opportunity on the next business day. In either case, as soon as possible, the District Chief or his designee also will cause to be made a written incident report covering the circumstances, including the action taken to comply with the collective bargaining agreement, and forward the report simultaneously both to Department Headquarters and to the Union.

When an employee acts out of classification to fill a shortage occurring before 8:00 P.M. for a period longer than four hours the Union and the Employer shall meet on the next regular business day to negotiate a solution to rectify this condition. It is agreed that the negotiations of the solution will proceed from the premise that the minimum manning provision shall be maintained and the shutdown of emergency apparatus avoided.

Section 16.4 Minimum Manning.

A. The vehicle and equipment manning complements established after the strike and which are currently maintained shall continue to be maintained at those levels (i.e., five (5) men on all trucks and engines) except as set forth in Section 16.4D for the balance of this Contract term.

B. E.M.S. Manning.

For the term of this Agreement, the Bureau of Emergency Medical Services will be staffed on a daily basis as follows:

- 1. 6 E.M.S. District Commanders.
- 2. 6 E.M.S. Field Officers.
- 3. (1) Paramedic and (1) Paramedic Officer in each of the (49) ambulances.
- 4. If due to exceptional circumstances on a given day forty-nine (49) ambulances cannot be maintained in service, the Union shall be notified and the Union and

the Employer shall meet on the next regular business day to discuss the reason for the problem and steps to be taken to avoid a repetition.

5. To meet necessary manning requirements, the Employer may make use of cross-trained Firefighters/Paramedics.

Section 16.4C Cross Training Program.

The Department will provide cross training for Fire Fighters and Paramedics to the extent the Fire Commissioner deems desirable. Employees who achieve dual certification will receive incentive pay.

Recognizing that the Bureau of Emergency Medical Services within the Department is staffed with employees not only specializing in medical service, but highly trained in the non-emergency, non-medical operating procedures of the Department, a program will be established to include in each Fire Fighter Candidate Class, a complement of Certified Chicago Fire Department Emergency Medical Services uniformed personnel. Each candidate Fire Fighter Class, certified by the Department of Personnel from a Fire Fighter entry level eligibility list, shall include a minimum of 2% of such Emergency Medical Services personnel receiving a passing grade on the Fire Fighters eligibility list.

Section 16.4D Variance.

A. The minimum manning requirements of Section 16.4 shall be waived after all detailing has been accomplished, to the extent of one person per company, to a maximum of 15 positions at any one time, for absences as follows:

1. Educational Leave
2. Injury or illness lay up
3. Disciplinary/Grievance hearing of less than 4 hours
4. Department medical appointments
5. Funeral Details/Bereavement leave
6. Training of less than 10 hours duration
7. Awards program
8. Food shopping for one hour in the morning for each house (not to be included in the 15 positions above).

B. In addition, the restrictions on acting out set forth in Section 16.3, shall also be waived to maximum of fifteen at any one time, for reasons listed in Paragraph A within a fire company or with respect to an ambulance company, for the positions of engineer and above and paramedic officer and above, and the most senior qualified of the available employees within the company shall act out and be compensated for the period of acting at

the same rate he would earn if promoted to that higher rank (or at his own regular rate if higher than the rank of the position in which he is acting.)

C. Under no circumstances shall any engine or truck company operate with less than four employees. Further, no ambulances will operate with less than 2 employees.

D. The Union will be notified within 48 hours in writing of the use of variances to manning and in the event that the variance number above is exceeded, the employee or employees on the top of their respective overtime distribution lists shall receive pay for the period involved (not less than 12 hours) at 2 1/2 times their hourly rate.

Section 16.5 Residency.

All employees covered by this Agreement shall be actual residents of the City of Chicago.

In an arbitration, the Union may not challenge the validity of the residency law or requirement. However, it may assert that an employee discharged for failure to meet the residency requirement was not discharged for "just cause", if it can be shown that other City employees similarly situated who also fail to comply with the residency requirement were either not discharged or suffered lesser penalties. In that circumstance, the factual questions together with the question of just cause and whether the discharge was discriminatorily based are matters for the Arbitrator.

Section 16.6 Mileage Allowance.

Employees in the Fire Prevention Bureau shall be paid twenty-two (22) cents per mile, to a maximum of \$150.00 per month when they are required by the Employer to use their personal car or vehicle to perform city work during their hours of work. An employee who receives such compensation shall provide proof of insurance coverage as specified in the 1985 Classification and Pay Plan (Automobile Allowance, Provision "F").

Mileage allowance shall normally be received by the employee within thirty (30) days of the date on which the employee's mileage claim is submitted.

Section 16.7 Permanent Assignments and Transfer.

A. The Employer agrees that permanent job positions shall be defined as all bargaining unit job positions which are covered by this Agreement.

B. All employees shall be eligible for and maintain a permanent job classification and/or rank assignment within the respective bureaus and districts of the Fire Department.

Section 16.7C Permanent Assignments and Transfers.

1. Vacancies in a permanent assignment for any reason, including but not limited to any due to an assigned employee's retirement, resignation, promotion, transfer, death, discharge for cause, authorized leave of absence in excess of three (3) months, and any due to newly created assignments or positions in the Bureau of Fire Suppression and Rescue, Bureau of Fire Prevention, and Bureau of Emergency Medical Services shall be filled on the basis of seniority. It is provided, however, that upon the posting of reasonable job qualifications, such qualifications to be determined by the Employer, for the positions of Repair Shops, Training Instructor, Training Officer, Fire Investigations, Squads, Hazardous Material Unit, Air Mask Service, and Air Sea Rescue, such jobs shall be filled on the basis of seniority by employees who have such qualifications.

2. Notwithstanding the aforesaid, the following assignments or positions all of which require the use of specialized training or skills based upon reasonable minimum job qualifications, the content of which is to be determined by the Employer, need not be filled by the Employer based on seniority, though the Employer shall take seniority into account:

Research and Planning

District Aide

Non Exempt Administrative Positions

Personnel

E.P.D.S.

Inspection and Audits

Helicopter Pilots

Finance and Fiscal Management

Records

Property Management

Building Maintenance

Fire Communications

3. The Employer shall post a monthly list of any and all assignment vacancies in all departmental work areas with a copy delivered to the Union. Employees within the same job classification and/or rank desiring a transfer or permanent assignment shall make a transfer application for the vacancy or vacancies of their choice, a copy of which shall be delivered to the Union and the applicant. The Employer shall grant the transfer or permanent assignment to the successful applicant having made application within fifteen (15) days of the vacancy list being posted except where a different assignment is dictated by bona fide operational needs of the department. Such exception shall not exceed four

percent of the number of permanent assignments made in each transfer order. Concurrent with the posting of the transfer order the Employer will identify on the order the number and rank of the employees transferred to a permanent assignment which are to be charged against the four percent exception. For the term of this agreement the original assignment of candidates to active companies shall not be charged against the four percent. Any vacancy not bid upon shall be assigned to employees in relief positions, in accordance with Section 16.7D of this Agreement.

4. The duties of Battalion Aide and the Deputy District Aide shall be performed by an employee permanently assigned to a designated company housed with the Battalion Chief or Deputy District Chief. When vacancies exist in the designated company housed with the Battalion, the Battalion Chief or Deputy District Chief may request a single employee to be permanently assigned to the company for the purpose of assuming the duties of Battalion Aide or Deputy District Aide and said selection shall be without regard to seniority. The Battalion Aide or Deputy District Aide shall be detailed from such permanent assignment to perform the duties of Battalion Aide or Deputy District Aide at the option of the employee and with the approval of the Battalion Chief or the Deputy District Chief. Such detail shall last for thirty (30) day periods which may be extended by mutual agreement of the aide and the Battalion Chief or Deputy District Chief. It is specifically provided, however, that such detailing shall not be an exception to the minimum manning requirements.

.Section 16.7

D. Relief positions shall not be considered permanent assignments. Effective with the ratification of this agreement by the City Council of the City of Chicago, in accord with Article XIX herein, an employee who does not receive a permanent assignment after three (3) successive transfer orders may be assigned to any permanent vacant position remaining on the third transfer order after all other requests have been granted; provided, however, that the Employer shall assign the employee to the permanent vacant position remaining on the third transfer order that is closest to the employee's residence, and provided further that the employee may bid for a permanent assignment on the next transfer order without regard to the one (1) year limitation. If more than one employee is subject to this assignment, the employee(s) on relief the longest will be the first assigned.

Subject to the foregoing, relief positions shall operate out of the districts rather than headquarters, except in the rank of Battalion Chief. Initial promotional assignments to relief positions shall be made by the Employer; provided, however, that any district deemed by the Employer to necessitate a decrease, expansion or rotation of relief positions shall entitle the senior relief employee(s) to opt for a change to any involved positions of his choice.

E. The transfer of an employee to a vacancy or assignment of his choice, either pursuant to Section 16.7C or the second paragraph of Section 16.7D, that results in the working of successive shifts or a Daley day change, shall constitute an exception to Section 4.1 of this Agreement.

F. No employee shall be transferred or detailed for punitive reasons.

Section 16.8 Contracting and Subcontracting of Work.

During the term of this Agreement, the Employer shall not contract out or subcontract any work performed by employees covered by this Agreement except in the case of an emergency involving a natural or human disaster.

The terms Contract Out or Subcontract shall include any agreements requiring work by employees to be performed outside the corporate limits of the City of Chicago or the use of other employees of the City or any other City, Business, etc. to perform the work of the bargaining unit members.

Section 16.9 Protective Gear and Clothing Allowance.

1. Each employee shall receive a retroactive clothing allowance (supplementing the allowance already paid) for the years 1984 and 1985 totaling \$350.00 for the entire period.

2. For 1986 each employee shall receive a retroactive payment of \$75.00 for the \$200.00 already paid by March 1, 1986.

3. The City shall furnish to all uniformed members of the fire fighting services, as prescribed and/or directed by the Fire Commissioner and consistent with the provisions of Section 12.2, dress uniforms, work clothes, and protective clothing and gear, which shall be replaced at the City's expense when worn out through normal use or destroyed or damaged beyond repair. The Employer is not responsible for replacing items lost or stolen. All clothing, except fire coats, helmets, fire boots and dress uniforms shall be considered used up after five years.

4. Effective January 1, 1987, and each year thereafter during the term of this agreement, an employee will receive the sum of \$100.00 per year, \$50.00 payable on or before March 1st and \$50.00 payable on or before September 1st, for cleaning and maintenance of dress uniforms, work clothes and protective clothing.

Section 16.10 Hook and Ladder, Squad Drivers, Tillerman.

The Employer shall pay the regular Driver and Tillerman of Hook and Ladder Companies and Drivers of Squad Companies at the employee's next pay step. If the employee is at his maximum pay step, that employee will receive an additional three percent (3%). The regular driver shall be the employee selected by the Company Officer and whose duties normally encompass driving the apparatus or squad.

Section 16.11 Training.

A. The Employer and Union are committed to the principle of training for all employees in order to improve the efficiency and effectiveness of the Fire Department. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of municipal services within the Fire Department. Training shall be scheduled by the Fire Commissioner or his designee. The Employer will furnish training to the extent it determines necessary and possible in keeping with operational needs and manpower scheduling, for employees interested in becoming qualified for

positions of Repair Shops, Training Instructors, Air Mask Service, Air Sea Rescue and Squads. Employees will attend training sessions during their normal hours of duty. Training will be scheduled in a manner which does not undermine or erode the minimum manning standards established in this agreement.

B. The Employer and Union shall each name three (3) representatives to a training committee. Such committee shall meet and discuss ways to improve training and may, by mutual agreement, make recommendations to the Fire Commissioner. The Commissioner shall promptly issue a report as to his views as to the Committee's recommendation. Members of the training committee shall be provided with access to training materials and curriculum, and shall be allowed to monitor training sessions on their off days conducted prior to or concurrent with the training committee's meeting in order to facilitate the committee's work.

Section 16.12

Upon written request the Employer shall furnish to all employees who in the course of their employment are injured or become ill resulting from the performance of their duties, a statement showing the period of absence and the amounts received during the period of absence due to such injury or illness. Upon written request the Employer shall also provide to each occupational or duty disability retiree the same statement as above covering the period of absence due to the injury or illness prior to retirement.

The Employer will continue to furnish these documents upon request of the employee until the Internal Revenue Service concludes that they are of no value for tax purposes.

Section 16.13 Indemnification of Employees.

A. Employer Responsibility.

The Employer shall be responsible for, hold employees harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any employee covered by this Agreement, subject to the conditions set forth in Section 16.13 D.

B. Legal Representation.

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

C. Cooperation.

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

D. Applicability.

The Employer will provide the protections set forth in Sections 16.13A and 16.13B above so long as the employee is acting within the scope of his employment and where the

employee cooperates, as defined in Section 16.13C with the City of Chicago in defense of the action or actions or claims.

E. Indemnification.

Any obligation of the City of Chicago to indemnify employees for punitive damages assessed, adjudged or otherwise levied shall be based upon City Ordinances and/or State Statutes providing for such indemnification.

Article XVII.

Rules and Regulations.

Section 17.1

A. The Union agrees that it and its members shall comply, in full, with all Fire Department Rules and Regulations and Practices and Procedures that are not in conflict with the provisions of this Agreement.

B. The Employer shall name three representatives and the Union shall name three representatives to sit as a committee to review the existing Fire Department rules and regulations. Such committee shall meet promptly and may by mutual agreement make recommendations to the Fire Commissioner. The Fire Commissioner shall promptly issue a report as to his views as to the committee's recommendations.

Section 17.2

New or revised rules and general orders having the effect of changing a rule or regulation may be established from time to time by the Employer. Any such new or revised rule(s) or general order(s) shall be posted ten (10) days before they become effective or enforceable. Where possible, the Employer shall endeavor to discuss proposals for new rules and regulations and general orders with the Rules and Regulations Committee prior to posting.

Section 17.3

The Employer agrees that the uniform rules and regulations of the Fire Department are to be fairly and equitably administered and enforced. Any employee shall have the right to appeal to the grievance procedure for violation of this clause.

Section 17.4 Career Service Exemption.

Chapter 25.1 of the City Code and the rules and regulations promulgated thereunder by the Department of Personnel shall continue in effect to the extent that they are not inconsistent with or in conflict with the provisions of this Agreement.

Article XVIII.

Saving Clause.

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate negotiations.

Article XIX.

Guarantee of Terms.

The Employer agrees that this Agreement shall be immediately submitted to the City Council of the City of Chicago for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. Such action by the Council shall commit the City of Chicago to enact no subsequent ordinances, executive orders or rules and regulations having the force and effect of law which would impair the binding effect of or make unenforceable the terms of this Agreement.

Article XX.

Duration and Termination.

Section 20.1 Notice.

This Agreement and each of its provisions shall be effective as of January 1, 1984, and shall continue in full force and effect until December 31, 1987, and thereafter, unless either party shall notify the other in writing 150 days (or by August 1, 1987) prior to the anniversary date of the contract that it desires to modify and/or amend this agreement.

Section 20.2 Negotiations.

Negotiations shall commence thirty (30) days later (or by September 1, 1987) and shall continue for a period of sixty (60) days or to November 1st. The parties may extend the negotiation period by mutual agreement.

Section 20.3 Impasse Resolution-Binding Arbitration Board.

In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three person Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties, using, the same procedures specified in Article X hereof for the selection of a neutral arbitrator who shall be a member of the National Academy. Terms decided upon by the Arbitration Board shall be submitted as provided by applicable state law. The terms of the current agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

Section 20.4 Ratification and Enactment by the City Council.

A. If the parties reach a complete agreement as to the items for negotiation at the end of the negotiating period (Section 20.2), the following procedure shall apply:

- i. The agreement will first be presented to the Union membership with Local No. 2's Executive Board recommendation for ratification.
- ii. Within fifteen (15) days after ratification by the Union membership, the agreement will be submitted to the City Council of the City of Chicago, with the Fire Commissioner's and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and the Union shall cooperate to secure this legislative approval.
- iii. In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter invoke arbitration in accordance with Section 20.3 of this Article upon ten (10) days written notice to the other party.

For purposes of this section, rejection by the City Council will be in accordance with applicable State law.

Section 20.5 Signature.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 1986.

FOR THE CITY:

BY: _____
HAROLD WASHINGTON, Mayor

Counsel

Counsel

FOR THE UNION:

BY: _____
MARTIN O. HOLLAND, President

Counsel

Appendix A.

Confidential Employees.

A maximum number of one (1) Battalion Chief, two (2) Captains and 26 employees of other ranks for a total of 29 employees may be excluded from the bargaining unit as confidential employees.

Appendix G.

Equal Opportunity.

Section 1. Compliance with Court Settlements and Decrees.

The City of Chicago will immediately take all action necessary to assure compliance with agreements reached and decrees issued in court proceedings affecting hiring, promotion and other employment policies of the Fire Department. In addition, to the extent not specifically required by, and not inconsistent with, such agreements or decrees, and to the fullest extent consistent with applicable law, the Department will implement the policies and programs set forth in the following paragraphs of this section.

Section 2. Hiring and Recruitment.

A. Goals.

The parties agree that hiring and recruitment programs of the Fire Department shall have as a goal to achieve in the shortest possible time a total force in which approximately thirty percent shall be Black and fifteen percent Hispanic. To this end, the hiring and recruitment programs should aim to assure that at least 45% of all recruits added to the force hereafter shall consist of Blacks and Hispanics. Within 90 days of the effective date of this Agreement the City will publish the initial steps it plans to take to remove all racial inequalities in the Chicago Fire Department.

[Salary Schedule printed on pages 29008 through 29014 of this Journal.]

(Continued on page 29015)

SALARY SCHEDULE FOR UNIFORMED FIRE (DEPARTMENT) POSITIONS:

CLASS GRADE	ENTRANCE RATE		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		MAXIMUM RATE STEP 11	
	FIRST 6 MOS.	AFTER 6 MOS.	FIRST 6 MOS.	AFTER 6 MOS.	FIRST 18 MOS.	AFTER 18 MOS.	FIRST 30 MOS.	AFTER 30 MOS.	FIRST 42 MOS.	AFTER 42 MOS.	FIRST 54 MOS.	AFTER 54 MOS.	AFTER 10 YEARS OF SERVICE	AFTER 15 YEARS OF SERVICE	AFTER 20 YEARS OF SERVICE	AFTER 25 YEARS OF SERVICE	AFTER 30 YEARS OF SERVICE	AFTER 35 YEARS OF SERVICE	AFTER 40 YEARS OF SERVICE	AFTER 45 YEARS OF SERVICE	AFTER 50 YEARS OF SERVICE	AFTER 55 YEARS OF SERVICE		
P1 ANNUAL MONTHLY	21,216 1,768.00	22,518 1,876.50	23,814 1,984.50	25,032 2,086.00	26,274 2,189.50	27,600 2,300.00	28,560 2,380.00	30,000 2,500.00	31,038 2,586.50	32,118 2,676.50	33,622 2,791.83	35,188 2,932.33	36,882 3,073.50	38,682 3,223.50	40,682 3,386.83	42,882 3,572.50	45,282 3,793.50	47,882 3,993.50	50,582 4,219.17	53,482 4,456.83	56,482 4,705.83	59,582 4,956.83	62,682 5,206.83	
P2 ANNUAL MONTHLY	22,518 1,876.50	23,814 1,984.50	25,032 2,086.00	26,274 2,189.50	27,600 2,300.00	28,560 2,380.00	30,000 2,500.00	31,038 2,586.50	32,118 2,676.50	33,622 2,791.83	35,188 2,932.33	36,882 3,073.50	38,682 3,223.50	40,682 3,386.83	42,882 3,572.50	45,282 3,793.50	47,882 3,993.50	50,582 4,219.17	53,482 4,456.83	56,482 4,705.83	59,582 4,956.83	62,682 5,206.83	65,782 5,456.83	
P3 ANNUAL MONTHLY	22,842 1,903.50	24,132 2,011.00	25,356 2,113.00	26,586 2,215.50	27,924 2,327.00	29,316 2,443.00	30,118 2,512.50	31,362 2,613.50	32,630 2,702.50	34,022 2,835.17	35,522 2,967.50	37,122 3,101.83	38,822 3,257.50	40,622 3,362.50	42,522 3,533.50	44,522 3,725.50	46,622 3,933.50	48,822 4,153.50	51,122 4,383.50	53,522 4,633.50	56,022 4,933.50	58,622 5,233.50	61,322 5,533.50	
P4 ANNUAL MONTHLY	26,022 2,168.50	27,318 2,276.50	28,704 2,392.00	30,144 2,512.00	31,644 2,637.00	33,216 2,768.00	34,802 2,898.33	36,402 3,053.50	38,118 3,213.50	39,942 3,328.50	41,882 3,503.50	43,932 3,708.50	46,092 3,908.50	48,362 4,123.50	50,742 4,358.50	53,242 4,633.50	55,842 4,953.50	58,542 5,278.50	61,342 5,593.50	64,242 5,913.50	67,242 6,253.50	70,342 6,593.50	73,542 6,993.50	
P5 ANNUAL MONTHLY	29,436 2,453.00	30,900 2,575.00	32,424 2,702.00	34,050 2,837.50	35,742 2,978.50	37,542 3,128.50	39,450 3,287.50	41,462 3,463.50	43,582 3,663.50	45,812 3,873.50	48,152 4,093.50	50,602 4,343.50	53,162 4,613.50	55,832 4,863.50	58,612 5,113.50	61,502 5,453.50	64,502 5,793.50	67,602 6,153.50	70,802 6,503.50	74,102 6,903.50	77,502 7,353.50	81,002 7,753.50	84,602 8,203.50	
P6 ANNUAL MONTHLY	32,424 2,702.00	34,050 2,837.50	35,742 2,978.50	37,542 3,128.50	39,450 3,287.50	41,462 3,463.50	43,582 3,663.50	45,812 3,873.50	48,152 4,093.50	50,602 4,343.50	53,162 4,613.50	55,832 4,863.50	58,612 5,113.50	61,502 5,453.50	64,502 5,793.50	67,602 6,153.50	70,802 6,503.50	74,102 6,903.50	77,502 7,353.50	81,002 7,753.50	84,602 8,203.50	88,302 8,653.50	92,102 9,103.50	

4/9/86

REPORTS OF COMMITTEES

29009

SALARY SCHED FOR UNIFORMED FIRE DEPARTMENT POSITIONS
JANUARY 1, 1985 THROUGH AUGUST 31, 1985

	ENTRANCE RATE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE STEP 11
ASS AOS	FIRST 6 MOS.	AFTER 6 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	AFTER 10 YEARS OF SERVICE	AFTER 15 YEARS OF SERVICE	AFTER 20 YEARS OF SERVICE	AFTER 25 YEARS OF SERVICE	AFTER 30 YEARS OF SERVICE
P1	22,065 1,838.75	23,418 1,951.50	24,768 2,064.00	26,034 2,169.50	27,324 2,277.00	28,704 2,392.00	29,703 2,475.25	30,750 2,562.50	31,812 2,651.00	32,991 2,749.25	33,919 2,828.75
P2	23,418 1,951.50	24,768 2,064.00	26,034 2,169.50	27,324 2,277.00	28,704 2,392.00	30,147 2,512.25	31,700 2,600.00	32,780 2,690.00	33,402 2,783.50	34,644 2,887.00	35,871 2,977.75
P3	23,787 1,979.75	25,098 2,091.50	26,370 2,197.50	27,648 2,304.00	29,040 2,420.00	30,489 2,540.75	31,530 2,627.50	32,616 2,718.00	33,741 2,811.75	34,971 2,914.00	36,017 3,003.00
P4	27,063 2,255.25	28,410 2,367.50	29,853 2,487.75	31,350 2,612.50	32,910 2,742.50	34,545 2,878.75	35,673 2,972.75	36,804 3,067.00	37,983 3,165.25	39,207 3,267.25	40,306 3,365.75
P5	30,615 2,551.25	32,136 2,678.00	33,720 2,810.00	35,412 2,951.00	37,173 3,097.75	39,045 3,253.75	40,730 3,352.50	41,472 3,446.00	42,726 3,560.50	44,037 3,669.75	45,111 3,761.75
P6	33,720 2,810.00	35,412 2,951.00	37,173 3,097.75	39,045 3,253.75	40,983 3,415.25	43,011 3,584.25	44,735 3,666.25	45,477 3,789.75	46,749 3,895.25	47,898 3,991.50	48,501 4,049.75

SALARY SCHEDULE FOR UNIFORMED FIRE (DEPARTMENT) POSITIONS:

	ENTRANCE RATE	STEP											MAXIMUM RATE
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	
ASS AGE	FIRST 6 MOS.	AFTER 6 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	AFTER 66 MOS.	AFTER 78 MOS.	AFTER 90 MOS.	AFTER 102 MOS.	AFTER 114 MOS.	AFTER 126 MOS.	
F1	ANNUAL MONTHLY	22,728 1,894.00	24,120 2,010.00	25,509 2,125.75	26,814 2,234.50	28,146 2,345.50	29,565 2,463.75	30,994 2,587.50	32,436 2,706.25	33,894 2,831.75	35,365 2,959.00	36,855 3,087.00	
F2	ANNUAL MONTHLY	24,120 2,010.00	25,509 2,125.75	26,814 2,234.50	28,146 2,345.50	29,565 2,463.75	30,994 2,587.50	32,436 2,706.25	33,894 2,831.75	35,365 2,959.00	36,855 3,087.00	38,365 3,217.00	
F3	ANNUAL MONTHLY	24,471 2,039.25	25,851 2,154.25	27,262 2,263.50	28,676 2,373.00	29,904 2,492.00	31,404 2,617.00	32,875 2,740.25	34,354 2,865.00	35,854 2,990.00	37,365 3,115.00	38,894 3,240.00	
F4	ANNUAL MONTHLY	27,876 2,323.00	29,262 2,438.50	30,747 2,562.25	32,289 2,690.75	33,897 2,824.75	35,580 2,965.00	37,344 3,062.00	39,123 3,260.25	40,938 3,465.00	42,783 3,665.00	44,665 3,870.00	
F5	ANNUAL MONTHLY	31,527 2,627.75	33,099 2,758.25	34,734 2,894.50	36,474 3,039.50	38,286 3,190.50	40,215 3,351.25	42,146 3,517.00	44,136 3,692.00	46,144 3,870.00	48,153 4,050.00	50,175 4,235.00	
F6	ANNUAL MONTHLY	34,734 2,894.50	36,474 3,039.50	38,286 3,190.50	40,215 3,351.25	42,213 3,517.75	44,304 3,692.00	46,484 3,870.00	48,642 4,050.00	50,884 4,235.00	53,115 4,425.00	55,435 4,605.00	

4/9/86

REPORTS OF COMMITTEES

29011

500 JUNE 1 SALARY SCHEDULE
FOR REFORMED FIRE DEPARTMENT

1 - January 1986

CLASS GRADE	ENTRANCE RATE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MONTHLY RATE STEP 11
		11PST 6 MOS.	AFTER 6 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	AFTER 10 YEARS OF SERVICE	AFTER 15 YEARS OF SERVICE	AFTER 20 YEARS OF SERVICE	AFTER 25 YEARS OF SERVICE	AFTER 30 YEARS OF SERVICE
F1 ANNUAL MONTHLY	23,065 1,908.75	25,129 2,110.75	26,707 2,222.25	28,155 2,346.25	29,553 2,462.75	31,034 2,587.00	32,124 2,677.00	33,258 2,771.50	34,404 2,867.00	35,632 2,971.50	36,705 3,053.75	37,705 3,135.25
F2 ANNUAL MONTHLY	25,129 2,110.75	26,707 2,222.25	28,155 2,346.25	29,553 2,462.75	31,034 2,587.00	32,124 2,677.00	33,258 2,771.50	34,404 2,867.00	35,632 2,971.50	36,705 3,053.75	37,705 3,135.25	38,819 3,217.25
F3 ANNUAL MONTHLY	27,144 2,262.00	28,521 2,376.75	29,907 2,492.00	31,300 2,607.50	32,793 2,722.75	34,101 2,831.75	35,271 2,919.75	36,492 3,031.00	37,837 3,152.25	39,190 3,273.50	40,540 3,395.50	41,840 3,518.50
F4 ANNUAL MONTHLY	29,271 2,439.25	30,726 2,560.50	32,206 2,690.50	33,606 2,825.50	35,092 2,966.00	36,593 3,111.50	38,101 3,255.25	39,304 3,317.00	40,799 3,421.25	42,402 3,533.50	43,977 3,639.75	45,519 3,758.25
F5 ANNUAL MONTHLY	31,100 2,592.00	32,755 2,736.25	34,471 2,889.25	36,191 3,041.50	37,925 3,199.50	39,683 3,356.75	41,469 3,525.75	43,051 3,617.75	44,851 3,745.75	46,509 3,850.75	48,319 3,968.75	50,119 4,088.25
F6 ANNUAL MONTHLY	36,471 3,039.25	38,290 3,191.50	40,201 3,350.25	42,228 3,519.00	44,325 3,676.50	46,516 3,836.75	47,841 3,936.75	49,135 4,091.75	50,562 4,211.50	51,304 4,317.00	52,551 4,439.25	53,819 4,568.25

SCHEDULE 2 SALARY SCHEDULE
FOR UNIFORMED FIRE DEPARTMENT

As of January 1, 1986

SALARY SCHEDULE FOR UNIFORMED FIRE DEPARTMENT POSITIONS

CLASS GRADE	ENTRANCE RATE STEP 1	STEP 2					STEP 3					STEP 4					STEP 5					STEP 6					STEP 7					STEP 8					STEP 9					STEP 10					STEP 11																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
		AFTER 6 MOS.					AFTER 18 MOS.					AFTER 30 MOS.					AFTER 42 MOS.					AFTER 54 MOS.					AFTER 10 YEARS OF SERVICE					AFTER 15 YEARS OF SERVICE					AFTER 20 YEARS OF SERVICE					AFTER 25 YEARS OF SERVICE					AFTER 30 YEARS OF SERVICE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
F 7 ANNUAL PROMOTY	41,000 1,000.00	41,762 4,060.00	42,524 4,060.00	43,286 4,060.00	44,048 4,060.00	44,810 4,060.00	45,572 4,060.00	46,334 4,060.00	47,096 4,060.00	47,858 4,060.00	48,620 4,060.00	49,382 4,060.00	50,144 4,060.00	50,906 4,060.00	51,668 4,060.00	52,430 4,060.00	53,192 4,060.00	53,954 4,060.00	54,716 4,060.00	55,478 4,060.00	56,240 4,060.00	57,002 4,060.00	57,764 4,060.00	58,526 4,060.00	59,288 4,060.00	60,050 4,060.00	60,812 4,060.00	61,574 4,060.00	62,336 4,060.00	63,098 4,060.00	63,860 4,060.00	64,622 4,060.00	65,384 4,060.00	66,146 4,060.00	66,908 4,060.00	67,670 4,060.00	68,432 4,060.00	69,194 4,060.00	70,000																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
F 8 ANNUAL PROMOTY	44,762 4,060.00	45,524 4,060.00	46,286 4,060.00	47,048 4,060.00	47,810 4,060.00	48,572 4,060.00	49,334 4,060.00	50,096 4,060.00	50,858 4,060.00	51,620 4,060.00	52,382 4,060.00	53,144 4,060.00	53,906 4,060.00	54,668 4,060.00	55,430 4,060.00	56,192 4,060.00	56,954 4,060.00	57,716 4,060.00	58,478 4,060.00	59,240 4,060.00	60,002 4,060.00	60,764 4,060.00	61,526 4,060.00	62,288 4,060.00	63,050 4,060.00	63,812 4,060.00	64,574 4,060.00	65,336 4,060.00	66,098 4,060.00	66,860 4,060.00	67,622 4,060.00	68,384 4,060.00	69,146 4,060.00	69,908 4,060.00	70,670 4,060.00	71,432 4,060.00	72,194 4,060.00	72,956 4,060.00	73,718 4,060.00	74,480 4,060.00	75,242 4,060.00	76,004 4,060.00	76,766 4,060.00	77,528 4,060.00	78,290 4,060.00	79,052 4,060.00	79,814 4,060.00	80,576 4,060.00	81,338 4,060.00	82,100 4,060.00	82,862 4,060.00	83,624 4,060.00	84,386 4,060.00	85,148 4,060.00	85,910 4,060.00	86,672 4,060.00	87,434 4,060.00	88,196 4,060.00	88,958 4,060.00	89,720 4,060.00	90,482 4,060.00	91,244 4,060.00	92,006 4,060.00	92,768 4,060.00	93,530 4,060.00	94,292 4,060.00	95,054 4,060.00	95,816 4,060.00	96,578 4,060.00	97,340 4,060.00	98,102 4,060.00	98,864 4,060.00	99,626 4,060.00	100,388 4,060.00	101,150 4,060.00	101,912 4,060.00	102,674 4,060.00	103,436 4,060.00	104,198 4,060.00	104,960 4,060.00	105,722 4,060.00	106,484 4,060.00	107,246 4,060.00	108,008 4,060.00	108,770 4,060.00	109,532 4,060.00	110,294 4,060.00	111,056 4,060.00	111,818 4,060.00	112,580 4,060.00	113,342 4,060.00	114,104 4,060.00	114,866 4,060.00	115,628 4,060.00	116,390 4,060.00	117,152 4,060.00	117,914 4,060.00	118,676 4,060.00	119,438 4,060.00	120,200 4,060.00	120,962 4,060.00	121,724 4,060.00	122,486 4,060.00	123,248 4,060.00	124,010 4,060.00	124,772 4,060.00	125,534 4,060.00	126,296 4,060.00	127,058 4,060.00	127,820 4,060.00	128,582 4,060.00	129,344 4,060.00	130,106 4,060.00	130,868 4,060.00	131,630 4,060.00	132,392 4,060.00	133,154 4,060.00	133,916 4,060.00	134,678 4,060.00	135,440 4,060.00	136,202 4,060.00	136,964 4,060.00	137,726 4,060.00	138,488 4,060.00	139,250 4,060.00	140,012 4,060.00	140,774 4,060.00	141,536 4,060.00	142,298 4,060.00	143,060 4,060.00	143,822 4,060.00	144,584 4,060.00	145,346 4,060.00	146,108 4,060.00	146,870 4,060.00	147,632 4,060.00	148,394 4,060.00	149,156 4,060.00	149,918 4,060.00	150,680 4,060.00	151,442 4,060.00	152,204 4,060.00	152,966 4,060.00	153,728 4,060.00	154,490 4,060.00	155,252 4,060.00	156,014 4,060.00	156,776 4,060.00	157,538 4,060.00	158,300 4,060.00	159,062 4,060.00	159,824 4,060.00	160,586 4,060.00	161,348 4,060.00	162,110 4,060.00	162,872 4,060.00	163,634 4,060.00	164,396 4,060.00	165,158 4,060.00	165,920 4,060.00	166,682 4,060.00	167,444 4,060.00	168,206 4,060.00	168,968 4,060.00	169,730 4,060.00	170,492 4,060.00	171,254 4,060.00	172,016 4,060.00	172,778 4,060.00	173,540 4,060.00	174,302 4,060.00	175,064 4,060.00	175,826 4,060.00	176,588 4,060.00	177,350 4,060.00	178,112 4,060.00	178,874 4,060.00	179,636 4,060.00	180,398 4,060.00	181,160 4,060.00	181,922 4,060.00	182,684 4,060.00	183,446 4,060.00	184,208 4,060.00	184,970 4,060.00	185,732 4,060.00	186,494 4,060.00	187,256 4,060.00	188,018 4,060.00	188,780 4,060.00	189,542 4,060.00	190,304 4,060.00	191,066 4,060.00	191,828 4,060.00	192,590 4,060.00	193,352 4,060.00	194,114 4,060.00	194,876 4,060.00	195,638 4,060.00	196,400 4,060.00	197,162 4,060.00	197,924 4,060.00	198,686 4,060.00	199,448 4,060.00	200,210 4,060.00	200,972 4,060.00	201,734 4,060.00	202,496 4,060.00	203,258 4,060.00	204,020 4,060.00	204,782 4,060.00	205,544 4,060.00	206,306 4,060.00	207,068 4,060.00	207,830 4,060.00	208,592 4,060.00	209,354 4,060.00	210,116 4,060.00	210,878 4,060.00	211,640 4,060.00	212,402 4,060.00	213,164 4,060.00	213,926 4,060.00	214,688 4,060.00	215,450 4,060.00	216,212 4,060.00	216,974 4,060.00	217,736 4,060.00	218,498 4,060.00	219,260 4,060.00	220,022 4,060.00	220,784 4,060.00	221,546 4,060.00	222,308 4,060.00	223,070 4,060.00	223,832 4,060.00	224,594 4,060.00	225,356 4,060.00	226,118 4,060.00	226,880 4,060.00	227,642 4,060.00	228,404 4,060.00	229,166 4,060.00	230,000																																																																																																																																																																																																																																																																																																																																																																																																																																														
F 9 ANNUAL PROMOTY	48,524 1,000.00	49,286 4,060.00	50,048 4,060.00	50,810 4,060.00	51,572 4,060.00	52,334 4,060.00	53,096 4,060.00	53,858 4,060.00	54,620 4,060.00	55,382 4,060.00	56,144 4,060.00	56,906 4,060.00	57,668 4,060.00	58,430 4,060.00	59,192 4,060.00	59,954 4,060.00	60,716 4,060.00	61,478 4,060.00	62,240 4,060.00	63,002 4,060.00	63,764 4,060.00	64,526 4,060.00	65,288 4,060.00	66,050 4,060.00	66,812 4,060.00	67,574 4,060.00	68,336 4,060.00	69,098 4,060.00	69,860 4,060.00	70,622 4,060.00	71,384 4,060.00	72,146 4,060.00	72,908 4,060.00	73,670 4,060.00	74,432 4,060.00	75,194 4,060.00	75,956 4,060.00	76,718 4,060.00	77,480 4,060.00	78,242 4,060.00	79,004 4,060.00	79,766 4,060.00	80,528 4,060.00	81,290 4,060.00	82,052 4,060.00	82,814 4,060.00	83,576 4,060.00	84,338 4,060.00	85,100 4,060.00	85,862 4,060.00	86,624 4,060.00	87,386 4,060.00	88,148 4,060.00	88,910 4,060.00	89,672 4,060.00	90,434 4,060.00	91,196 4,060.00	91,958 4,060.00	92,720 4,060.00	93,482 4,060.00	94,244 4,060.00	95,006 4,060.00	95,768 4,060.00	96,530 4,060.00	97,292 4,060.00	98,054 4,060.00	98,816 4,060.00	99,578 4,060.00	100,340 4,060.00	101,102 4,060.00	101,864 4,060.00	102,626 4,060.00	103,388 4,060.00	104,150 4,060.00	104,912 4,060.00	105,674 4,060.00	106,436 4,060.00	107,198 4,060.00	107,960 4,060.00	108,722 4,060.00	109,484 4,060.00	110,246 4,060.00	111,008 4,060.00	111,770 4,060.00	112,532 4,060.00	113,294 4,060.00	114,056 4,060.00	114,818 4,060.00	115,580 4,060.00	116,342 4,060.00	117,104 4,060.00	117,866 4,060.00	118,628 4,060.00	119,390 4,060.00	120,152 4,060.00	120,914 4,060.00	121,676 4,060.00	122,438 4,060.00	123,200 4,060.00	123,962 4,060.00	124,724 4,060.00	125,486 4,060.00	126,248 4,060.00	127,010 4,060.00	127,772 4,060.00	128,534 4,060.00	129,296 4,060.00	130,058 4,060.00	130,820 4,060.00	131,582 4,060.00	132,344 4,060.00	133,106 4,060.00	133,868 4,060.00	134,630 4,060.00	135,392 4,060.00	136,154 4,060.00	136,916 4,060.00	137,678 4,060.00	138,440 4,060.00	139,202 4,060.00	140,000																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

LOSS GRADE	1987	ENTRANCE RATE											MONTHLY RATE
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	
		FIRST 6 MOS.	AFTER 6 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	AFTER 10 YEARS OF SERVICE	AFTER 15 YEARS OF SERVICE	AFTER 20 YEARS OF SERVICE	AFTER 25 YEARS OF SERVICE	AFTER 30 YEARS OF SERVICE	
F1	ANNUAL MONTHLY	24,939 2,070.25	26,469 2,205.75	27,990 2,332.50	29,424 2,452.00	30,882 2,573.50	32,442 2,703.50	33,570 2,797.50	34,755 2,896.25	35,952 2,996.00	37,287 3,107.25	38,358 3,196.50	
F2	ANNUAL MONTHLY	26,469 2,205.75	27,990 2,332.50	29,424 2,452.00	30,882 2,573.50	32,442 2,703.50	34,071 2,839.25	35,262 2,938.50	36,483 3,040.25	37,752 3,146.00	39,156 3,263.00	40,320 3,360.00	
F3	ANNUAL MONTHLY	26,850 2,237.50	28,365 2,363.75	29,882 2,483.50	31,251 2,604.25	32,823 2,735.25	34,458 2,871.50	35,637 2,969.75	36,864 3,072.00	38,133 3,177.75	39,520 3,294.00	40,701 3,391.75	
F4	ANNUAL MONTHLY	30,588 2,549.00	32,109 2,675.75	33,730 2,811.50	35,433 2,952.75	37,194 3,099.50	39,042 3,253.50	40,320 3,360.00	41,595 3,466.25	42,927 3,577.25	44,310 3,692.50	45,642 3,803.50	
F5	ANNUAL MONTHLY	34,599 2,883.25	36,321 3,026.75	38,112 3,176.00	40,023 3,335.25	42,012 3,501.00	44,127 3,677.25	45,468 3,789.00	46,869 3,905.75	48,208 4,024.00	49,770 4,147.50	51,018 4,251.50	
F6	ANNUAL MONTHLY	38,112 3,176	40,023 3,335.25	42,012 3,501.00	44,127 3,677.25	46,320 3,860.00	48,612 4,051.00	49,995 4,166.25	51,399 4,283.25	52,836 4,403.00	54,135 4,511.25	54,918 4,576.50	

1987

SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

CLASS GRADE	ENTRANCE RATE STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE STEP 11
F 7 ANNUAL MONTHLY	46,123 3,860.25	59,950 4,246.50	AFTER 18 MOS. 56,052 4,671.00	AFTER 30 MOS. 61,550 5,137.50	AFTER 42 MOS.	AFTER 54 MOS.	AFTER 10 YEARS OF SERVICE	AFTER 15 YEARS OF SERVICE	AFTER 20 YEARS OF SERVICE	AFTER 25 YEARS OF SERVICE	AFTER 30 YEARS OF SERVICE
F 8 ANNUAL MONTHLY	59,950 4,246.50	56,052 4,671	61,650 5,137.50	67,812 5,651.00							
F 9 ANNUAL MONTHLY	56,052 4,671.00	61,650 5,137.50	67,812 5,651.00	74,592 6,216.00							
F ANNUAL MONTHLY											
F ANNUAL MONTHLY											
F ANNUAL MONTHLY											

(Continued from page from page 29007)

B. Programs.

In addition to such other recruiting procedures and programs as the Fire Department may use, the Department will actively advertise for recruits in communities primarily populated by Black and Hispanic residents and in publications and other media specially directed to Black and Hispanic residents and will seek the aid of and will cooperate with church and community organizations in such areas.

Section 3. Transfers and Promotions.

A. Goal.

The parties agree that the transfer and promotion policies of the Fire Department shall have, as a goal, the inclusion of Black and Hispanic personnel in all categories and all ranks in order to reach as quickly as is reasonably possible a level as close to 45% as is reasonably achievable.

B. Programs.

1. Training.

All members of the force shall be given the training and special educational opportunity necessary to qualify them for promotion. This shall include in-service training and educational programs as well as opportunity for attendance at educational institutions, where necessary with adequate arrangements for paid time to permit the individual to participate in such programs.

2. Equality of Opportunity.

Promotional and transfer opportunities shall be made available to all qualified members of the force. Examinations, where used, and any other standards and descriptions of required qualifications, shall be reviewed and any elements which have the effect of discrimination against Blacks or Hispanics shall be eliminated. The Department will take all reasonable steps, by posting and other means, to encourage Black and Hispanic members of the force and applicants for employment to apply for positions for which they show potential or desire, and are, or can within a reasonable time, become qualified.

3. Remedying Past Discrimination.

There shall be an immediate review of the status of all Black and Hispanic fire fighters in order to determine those whose time in grade would make them eligible for promotion had not discriminatory practices existed in the past. Within 90 days of each anniversary date of the signing of the contract, the Department shall review the status of all Black and Hispanic members of the force to identify those whose time in grade is equivalent to others who have received promotions. The Department shall examine the circumstances of each such member of the force and prepare a written report stating whether there is any reason other than past racial discrimination for the failure of such

individual to achieve promotion, and, if so, the facts supporting that conclusion. Where it is found that there is a reason for non-promotion which can be remedied by appropriate training or educational opportunity, special arrangements shall be offered to enable such individual to have the necessary training or educational opportunity. Where no reason other than past discrimination is found for non-promotion of such individuals, preference will be given for the next promotion or promotions available. Where promotions are made on the basis of examination, such past discrimination shall be remedied by giving, in the case of those who achieved a passing grade in such examinations and other otherwise qualified, preference over other candidates for promotion with equal or lessor length of service.

a. Establishment of Responsibility for Implementation.

The City shall assign a special Department Affirmative Action Officer to assure implementation of the Chicago Fire Department Affirmative Action Plan. The Affirmative Action Officer shall be of equivalent rank as an Assistant Commissioner. It is within the Officer's scope of duties to assign responsibilities for the implementation of the plan on an intradepartmental basis to assure that it is carried out in every phase of Department operations. The Officer will report to the Mayor, initially on a bi-monthly basis for six months, thereafter monthly. The Officer is mandated from time to time to make "on the spot audits" of the effectiveness of the Affirmative Action Plan and shall recommend remedial and corrective action where such is needed. This Officer will serve as a liaison between the City of Chicago and the Community Advisory Board of the Chicago Fire Department, apprising that body of the progress of the Affirmative Action Plan through periodic reports of areas which need attention and corrective action.

b. Agreement Prohibits Sex Discrimination.

Opportunities within the Department and at all promotional levels shall be available to persons, regardless of sex and the same provisions herein recommended shall be applicable for female candidates within the department.

Section 4. Community Advisory Board.

A. Composition.

The City of Chicago shall invite each of a reasonable number of community and church organizations representing a broad segment of the Black, Hispanic, Native American and Asian communities to designate a representative to serve on a Fire Department Community Advisory Board which shall have a total of eleven members. The Board shall include at least four (4) representatives named by organizations identified with the Black communities of Chicago and at least two (2) named by organizations identified with the Hispanic communities of Chicago and two named by Local 2 of the International Association of Firefighters.

B. Duties and Powers.

The Community Advisory Board shall have the duty of monitoring the progress of the Fire Department in the implementation of this affirmative action section of this contract,

reporting the facts with respect to such progress to the public and to the parties of this contract, and making suggestions for more effective implementation. The Department agrees to make a Progress Report to the Board at least once each year, containing full data as to the nature of the recruitment, hiring, transfer and promotion programs in effect, the progress made during the year toward achievement of the goals described herein, the number and percentage of Blacks and Hispanics hired, transferred or promoted during the year, and the number, percentage and geographical distribution of Blacks, Hispanics holding positions in each category and rank. Copies of written examinations will be made available to the Board for review and for such recommendations as the Board may make for modifications to eliminate or prevent discriminatory impact. The Department will cooperate with the Board by making available such other information, records and statistics as the Board may reasonably request for performance of its duties. The Department will also make available such facilities as may be needed for performance of the Board's functions, including meeting room, secretarial assistance, office supplies and assistance of research, technical assistance of research, technical assistance specialists and other personnel.

AUTHORITY GRANTED FOR SUPPLEMENTAL APPROPRIATION OF
FUNDS TO COMPLY WITH COLLECTIVE BARGAINING
AGREEMENT WITH CHICAGO FIRE FIGHTERS
UNION, LOCAL NO. 2.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a supplemental appropriation of funds in order to comply with the collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2, in the amount of \$44,883,923.00.

Alderman Burke presented the following amendment to the proposed ordinance:

I hereby move to amend a supplemental appropriation of funds by deleting the language or numbers bracketed and by inserting the language or numbers in italics as follows:

WHEREAS, the arbitrator's award did not include retroactive salary and other retroactive increases for or in behalf of sworn personnel who retired or were separated by reason of death during the period commencing January 1, 1984; and

WHEREAS, the City Council deems it just and equitable that those personnel receive the same retroactive salary and other retroactive increases as the ones currently covered in the recently arbitrated collective bargaining agreement; and

[WHEREAS, implementation of said new agreement will require the expenditure of additional funds; now, therefore,]

WHEREAS, implementation of said new agreement and amendment will require the expenditure of additional funds; now, therefore;

SECTION 1. The 1986 Annual Appropriation Ordinance is amended by adding in italics the following language to Section 8.

Sworn Personnel of the Fire Department bargaining unit represented by Chicago Fire Fighters Local No. 2 who have been separated from employment because of retirement (duty disability, ordinary disability, occupational disability, or age and service) or as a result of death in the years 1984, 1985 and 1986 shall be entitled to the same retroactive salary increases and other retroactive benefit increases as those sworn personnel currently covered by a collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2. The City Comptroller shall issue pay vouchers for retroactive salary and other retroactive benefit increases to or in behalf of those sworn personnel separated by reason of retirement or as a result of death.

[Line items for 1986 Supplemental Appropriation are printed on pages 29019 through 29020 of this Journal.]

Alderman Burke then moved to *Adopt* the foregoing proposed amendment. The motion *Prevailed* by a viva voce vote.

Thereupon, Alderman Burke moved to *Pass* the said proposed ordinance as amended. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Kotlarz, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini -- 43.

Nays -- Aldermen Majerczyk, Madrzyk, Banks, Stone -- 4.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City of Chicago and the Chicago Fire Fighters Union, Local No. 2 ("the Union"), entered into a collective bargaining agreement effective from January 1, 1982, to December 31, 1983, governing terms and conditions of employment in certain positions in the Chicago Fire Department; and

WHEREAS, Collective bargaining for a succeeding agreement reached an impasse on several issues; and

WHEREAS, In accordance with said collective bargaining agreement, the City and the Union entered into arbitration, known as Case No. 51 39 0058 84 R before the American Arbitration Association, to resolve issues not resolved in collective bargaining for a succeeding agreement; and

(Continued on page 29021)

SECTION [1] 2.

SUPPLEMENTAL 1986 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page _____

Page	Code	Department and Item	Supplemental Appropriation	From No.	Amount	To No.	Amount
DEPARTMENT OF FIRE - 4210							
	.006	Salary Provision	7,399,380				7,399,380
		- Additional Manning					
	.007	General Pay Increase	18,718,567				18,718,567
	.008	For Payment of	7,024,736				7,024,736
		Retroactive Salaries					
	.009	Payment of Retro-	500,000				500,000
		<u>active salaries and</u>					
		<u>other retroactive benefit</u>					
		<u>increases for bargaining</u>					
		<u>unit Sworn Personnel</u>					
		<u>separated in the period</u>					
		<u>1/1/84 to 4/10/86</u>					
		<u>by reason of retirement</u>					
		<u>(duty disability, ordinary</u>					
		<u>disability, occupational</u>					
		<u>disability or age and service)</u>					
		<u>or as a result of death</u>					
	.020	Overtime	7,965,374		6,060,000		14,025,974
	.021	Holiday Premium Pay	1,078,000		4,200,000		5,278,000
	.022	Other Contract Costs	1,344,366				1,344,366
	.023	Other Retroactive	5,246,333				5,246,333
		Contract Costs					
	.098	Uniform Allowance	884,500		1,961,200		2,845,700
Fire Suppression and Rescue							
- 4212							
Administration - 01							
9702		Deputy Fire Commissioner		1	70,500	1	75,000
Field Operations -02							
8764		Deputy District Chief		26	56,184	28	56,184
8739		Battalion Chief		22	44,952	31	44,952
8737		Captain		30	39,876	40	39,876
8735		Lieutenant		72	34,302	92	34,302
8733		Fire Engineer		47	29,316	64	29,316
8731		Firefighter		83	21,216	220	21,216
Fire Prevention - 4213							
9702		Deputy Fire Commissioner		1	70,500	1	75,000
8735		Lieutenant		15	34,302	40	34,302

100 - Corporate Fund

Page ____

Page	Code	Department and Item	Supplemental Appropriation	No.	From Amount	No.	To Amount
		Emergency Medical Services - 4218					
9702		Deputy Fire Commissioner		1	68,000	1	75,000
8750		Paramedic		2	21,216	7	21,216
8749		Paramedic Officer		155	29,316	176	29,316
		Bureau of Support Services - 4219					
		Administration - 01					
9702		Deputy Fire Commissioner		1	68,000	1	75,000
		Less Turnover	7,045,780		5,100,694		12,146,474
		OFFICE OF EMERGENCY PREPAREDNESS AND DISASTER SERVICES - 4230					
.007		General Pay Increase	23,651				23,651
2		Tax Levy of Year 1986	<u>45,410,239</u>		37,115,603		<u>82,525,842</u>
2		Total Appropriable for Charges and Expenditures	<u>45,410,239</u>		1,260,562,312		<u>1,305,972,551</u>
2		Revenue of Year 1986 - Appropriable	<u>45,410,239</u>		1,243,062,312		<u>1,288,472,551</u>
250	.960	For Loss in Collection of Taxes	<u>2,270,512</u>		2,000,009		<u>4,270,521</u>
		TOTAL SUPPLEMENTAL [\$44,883,923]			<u>\$45,410,239</u>		
		APPROPRIATION:					

which amounts are to be payable out of an additional tax to be levied for the purpose of paying the same.

SECTION [2]. 3. This ordinance shall be in full force and effect ten days after its passage and publication.

(Continued from page 29018)

WHEREAS, On March 13, 1986, the arbitrator's award was made in Case No. 51 39 0058 84 R; and

WHEREAS, The City Council has determined to accept said award and to authorize execution of a new agreement between the City and the Union; and

WHEREAS, The arbitrator's award did not include retroactive salary and other retroactive increases for or in behalf of sworn personnel who retired or were separated by reason of death during the period commencing January 1, 1984; and

WHEREAS, The City Council deems it just and equitable that those personnel receive the same retroactive salary and other retroactive increases as the ones currently covered in the recently arbitrated collective bargaining agreement; and

WHEREAS, Implementation of said new agreement and amendment will require the expenditure of additional funds; now, therefore,

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

SECTION 1. The 1986 Annual Appropriation Ordinance is amended by adding the following language to Section 8.

Sworn Personnel of the Fire Department bargaining unit represented by Chicago Fire Fighters Local No. 2 who have been separated from employment because of retirement (duty disability, ordinary disability, occupational disability, or age and service) or as a result of death in the years 1984, 1985 and 1986 shall be entitled to the same retroactive salary increases and other retroactive benefit increases as those sworn personnel currently covered by a collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2. The City Comptroller shall issue pay vouchers for retroactive salary and other retroactive benefit increases to or in behalf of those sworn personnel separated by reason of retirement or as a result of death.

SECTION 2. The following amounts are hereby appropriated from the Corporate Fund for the year beginning January 1, 1986, and ending December 31, 1986, for the following objects and purposes, said amounts being in addition to the appropriations made by the Annual Appropriation Ordinance for 1986 and amendments thereto:

[Line items for 1986 Supplemental Appropriation are printed
on pages 29022 through 29023 of this Journal]

Total Supplemental Appropriation: \$45,410,239

which amounts are to be payable out of an additional tax to be levied for the purpose of paying the same.

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

100 - Corporate Fund

Page ____

Page	Code	Department and Item	Supplemental Appropriation	From No.	Amount	To No.	Amount
		Emergency Medical Services - 4218					
	9702	Deputy Fire Commissioner		1	68,000	1	75,000
	8750	Paramedic		2	21,216	7	21,216
	8749	Paramedic Officer		155	29,316	176	29,316
		Bureau of Support Services - 4219					
		Administration - 01					
	9702	Deputy Fire Commissioner		1	68,000	1	75,000
		Less Turnover	7,045,780		5,100,694		12,146,474
		OFFICE OF EMERGENCY PREPAREDNESS AND DISASTER SERVICES - 4230					
	.007	General Pay Increase	23,651				23,651
2		Tax Levy of Year 1986	<u>45,410,239</u>		37,115,603		<u>82,525,842</u>
2		Total Appropriable for Charges and Expenditures	<u>45,410,239</u>		1,260,562,312		<u>1,305,972,551</u>
2		Revenue of Year 1986 - Appropriable	<u>45,410,239</u>		1,243,062,312		<u>1,288,472,551</u>
250	.960	For Loss in Collection of Taxes	<u>2,270,512</u>		2,000,009		<u>4,270,521</u>

SUPPLEMENTAL 1986 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page ____

Page	Code	Department and Item	Supplemental Appropriation	From No.	Amount	To No.	Amount
DEPARTMENT OF FIRE - 4210							
.006		Salary Provision	7,399,380				7,399,380
		- Additional Manning					
.007		General Pay Increase	18,718,567				18,718,567
.008		For Payment of	7,024,736				7,024,736
		Retroactive Salaries					
.009		Payment of Retro-	500,000				500,000
		<u>active salaries and</u>					
		<u>other retroactive benefit</u>					
		<u>increases for bargaining</u>					
		<u>unit Sworn Personnel</u>					
		<u>separated in the period</u>					
		<u>1/1/84 to 4/10/86</u>					
		<u>by reason of retirement</u>					
		<u>(duty disability, ordinary</u>					
		<u>disability, occupational</u>					
		<u>disability or age and service)</u>					
		<u>or as a result of death</u>					
.020		Overtime	7,965,374		6,060,000		14,025,974
.021		Holiday Premium Pay	1,078,000		4,200,000		5,278,000
.022		Other Contract Costs	1,344,366				1,344,366
.023		Other Retroactive	5,246,333				5,246,333
		Contract Costs					
.098		Uniform Allowance	884,500		1,961,200		2,845,700
Fire Suppression and Rescue							
- 4212							
Administration - 01							
9702		Deputy Fire Commissioner		1	70,500	1	75,000
Field Operations -02							
8764		Deputy District Chief		26	56,184	28	56,184
8739		Battalion Chief		22	44,952	31	44,952
8737		Captain		30	39,876	40	39,876
8735		Lieutenant		72	34,302	92	34,302
8733		Fire Engineer		47	29,316	64	29,316
8731		Firefighter		83	21,216	220	21,216
Fire Prevention - 4213							
9702		Deputy Fire Commissioner		1	70,500	1	75,000
8735		Lieutenant		15	34,302	40	34,302

AUTHORITY GRANTED FOR YEAR 1986 SUPPLEMENTAL LEVY
OF TAXES TO FUND COLLECTIVE BARGAINING
AGREEMENT WITH CHICAGO FIRE FIGHTERS
UNION, LOCAL NO. 2.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a supplemental levy of taxes for the year 1986 for the purpose of funding the collective bargaining agreement between the City of Chicago and the Chicago Fire Fighters Union, Local No. 2, in the amount of \$44,883,923.00.

Alderman Burke presented the following amendment to the proposed ordinance:

I hereby move to amend Section 1 of a supplemental levy of taxes for the year 1986 by deleting the language or numbers bracketed and inserting the language or numbers in italics as follows:

SECTION 1. The sum of [Forty-four Million, Eight Hundred Eighty-three Thousand, Nine Hundred Twenty-three Dollars (\$44,883,923)] *Forty-five Million, Four Hundred and Ten Thousand, Two Hundred and Thirty-nine Dollars (\$45,410,239)*, ascertained by the City Council as the total amount of supplemental appropriations heretofore made for the enumerated corporate purposes to be provided for by a supplemental tax levy to the tax levy ordinance passed by the City Council on February 4, 1986, is hereby levied for the year 1986 on all property within the City of Chicago subject to taxation. Said supplemental tax levy shall be in addition to the Three Hundred Sixty-eight Million, Five Hundred Eighty-six Thousand, Eight Hundred Thirty-seven Dollars (\$368,586,837) levied for all corporate purposes on February 4, 1986. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the supplemental appropriation ordinance for the year 1986 and annexed to and made a part of this ordinance. The amounts of the supplemental appropriations and the supplemental amounts levied for each of said purposes respectively, are set forth below in separate columns:

CORPORATE FUND -- 100

Code		Amounts Appropriated	Amounts Levied
FIRE DEPARTMENT			
4210.0	For Personal Services	43,139,727 [42,638,727]	43,139,727 [42,638,727]

DEPARTMENT OF FINANCE -- GENERAL

9114.9	For loss in collection taxes		

Amounts Appropriated	Amounts Levied

[2,244,196]	[2,244,196]
2,270,512	2,270,512

TOTAL FROM COPORATE FUND:

Amounts Appropriated	Amounts Levied
[44,883,923]	[44,883,923]
45,410,239	45,410,239

SECTION 2. The City Clerk is directed to file certified copies of this supplemental tax levy ordinance together with the annexed supplemental appropriation ordinance for the year 1986 with the County Clerk of Cook County and the County Clerk of DuPage County.

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

Alderman Burke then moved to *Adopt* the foregoing proposed amendment. The motion *Prevailed* by a viva voce vote.

Thereupon, Alderman Burke moved to *Pass* the said proposed ordinance as amended. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Giles, Natarus, Oberman, Hansen, Orbach, Schuler, Volini -- 37.

Nays -- Aldermen Majerczyk, Madrzyk, Nardulli, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Stone -- 10.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, On February 4, 1986, the City Council of the City of Chicago adopted an ordinance levying taxes on all taxable property in the City of Chicago for the year 1986; and

WHEREAS, The City of Chicago and the Chicago Fire Fighters Union, Local No. 2 ("the Union"), entered into a collective bargaining agreement effective from January 1, 1982, to December 31, 1983, governing terms and conditions of employment in certain positions in the Chicago Fire Department; and

WHEREAS, Collective bargaining for a succeeding agreement reached an impasse on several issues; and

WHEREAS, In accordance with said collective bargaining agreement, the City and the Union entered into arbitration, known as Case No. 51 39 0058 84 R before the American Arbitration Association, to resolve issues not resolved in collective bargaining for a succeeding agreement; and

WHEREAS, On March 13, 1986, the arbitrator's award was made in Case No. 51 39 0058 84 R; and

WHEREAS, The City Council has determined to accept said award and to ratify a new agreement between the City and the Union; and

WHEREAS, Implementation of said new agreement will require the expenditure of additional funds; now, therefore,

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

SECTION 1. The sum of Forty-five Million, Four Hundred and Ten Thousand, Two Hundred and Thirty-nine Dollars (\$45,410,239), ascertained by the City Council as the total amount of supplemental appropriations heretofore made for the enumerated corporate purposes to be provided for by a supplemental tax levy to the tax levy ordinance passed by the City Council on February 4, 1986, is hereby levied for the year 1986 on all property within the City of Chicago subject to taxation. Said supplemental tax levy shall be in addition to the Three Hundred Sixty-eight Million, Five Hundred Eighty-six Thousand, Eight Hundred Thirty-seven Dollars (\$368,586,837) levied for all corporate purposes on February 4, 1986. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the supplemental appropriation, appropriation ordinance for the year 1986 and annexed to and made a part of this ordinance. The amounts of the supplemental appropriations and the supplemental amounts levied for each of said purposes respectively, are set forth below in separate columns:

CORPORATE FUND -- 100

Code		Amounts Appropriated	Amounts Levied
FIRE DEPARTMENT			
4210.00	For personal services	43,139,727	43,139,727
DEPARTMENT OF FINANCE -- GENERAL			
9114.960	For loss in collection of taxes		

Amounts Appropriated	Amounts Levied
2,270,512	2,270,512

TOTAL FROM CORPORATE FUND:

Amounts Appropriated	Amounts Levied
45,410,239	45,410,239

SECTION 2. The City Clerk is directed to file certified copies of this supplemental tax levy ordinance together with the annexed supplemental appropriation ordinance for the year 1986 with the County Clerk of Cook County and the County Clerk of DuPage County.

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

AUTHORITY GRANTED FOR ADOPTION AND RATIFICATION
OF AGREEMENT WITH SEAFARERS INTERNATIONAL
UNION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the adoption and ratification of an agreement between the City of Chicago and the Seafarers International Union.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit within the meaning of the Illinois Constitution of 1970; and

WHEREAS, The City of Chicago, as a home rule unit, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understandings and relationships by and between the City of Chicago and the Seafarers International Union; and

WHEREAS, The City of Chicago desires to formalize said intent in a written agreement; now, therefore, .

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

SECTION 1. That the agreement by and between the City of Chicago and the Seafarers International Union, in the form attached hereto, is hereby adopted and ratified.

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

Agreement attached to this ordinance reads as follows:

City of Chicago

*Agreement With
Seafarers International Union.*

Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois Municipal Corporation (hereinafter called the "Employer") and Seafarers International Union (hereinafter called "the Union"), for the purpose of establishing, through the process of collective bargaining, certain provisions covering wages, and other terms and conditions of employment for the employees represented by the Union.

In recognition of the above, the Employer and the Union agree as follows:

Article 1.

Recognition.

Section 1.1

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the following job classifications:

Deck Hand.

The Union is authorized to bargain collectively for such employees with respect to rates of pay, wages, hours and other terms and conditions of employment. The term "employee" as used herein, refers to the above job classifications, unless specified to the contrary.

Article 2.

Management Rights.

Section 2.1

The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Employer, except only as they may be subject to a specific and express obligation of this Agreement. Among these rights, powers, and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the Employer's operations and the administration thereof, and the direction of the working forces, including (but not limited to) the right to suspend, discipline, or discharge for just cause; to layoff by reason of lack of work, by reason of lack of funds or work, or abolition of a position, or material changes in duties or organization of the Employer's operations, or other economic reasons; to hire, classify, transfer and assign work, promote, demote, or recall; to make and enforce reasonable rules and regulations, to maintain order and efficiency; to schedule the hours of work; to determine the services, processes, and extent of the Employer's operation, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including (but not limited to) the right to contract out or subcontract; the right to determine the number of employees and how they shall be employed, and the quality and quantity of workmanship and work required to insure maximum efficiency of operations; to establish and enforce fair production standards; and to determine the size, number and location of its departments and facilities. All of the provisions of this Article are vested exclusively in the Employer, except as expressly abridged by a specific provision of this Agreement.

Article 3.

Non-Discrimination.

Section 3.1 Equal Employment Opportunities.

The Union agrees to work cooperatively with the Employer to insure equal employment opportunities as required by law in all aspects of the Employer's personnel policies, and nothing in this Agreement shall be interpreted to cause a negative effect on said efforts. It is understood and agreed that this Article shall neither affect nor be interpreted to adversely affect the seniority provisions of this Agreement.

Section 3.2 No Discrimination.

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, color, religion, national origin, age, sex, marital status, mental and/or physical handicap or activity on behalf of the Union.

Section 3.3.

Grievances by employees alleging violations of this Article shall be resolved through Step III of the Grievance procedure of this Agreement, but shall not be subject to arbitration unless mutually agreed by the parties.

*Article 4.**Wages.**Section 4.1(a) Prevailing Wage Rates.*

Effective January 1, 1985, employees covered by this Agreement, shall receive the hourly rate being paid to crafts or job classifications doing similar kinds of work in Cook County pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act, as set forth in Appendix A, appended to, and made a part of the Agreement.

Section 4.1(b) Prevailing Rate Adjustments.

Effective January 1, 1986, January 1, 1987 and July 1, 1987, the wage rate referred to in Section 4.1(a) shall be adjusted to reflect the hourly wage rates effective on such dates being paid to crafts or job classifications doing similar work in Cook County pursuant to the formula specified in Section 4.1(a) above and as set forth in Appendix A. In the event the hourly wage rate effective July 1, 1987 is not established at the July 1, 1987 effective date, then such rate, when established, shall be paid retroactively to said effective date; provided however, if the effective date of the hourly wage rate is later than July 1, 1987, the adjustment required by this section shall be made effective on such later date.

*Article 5.**Hours of Work and Overtime.**Section 5.1.*

This Article shall be to calculate overtime and shall not be a guarantee of work or hours for any day or week.

The normal workweek shall consist of five (5) consecutive 8-hour days and two (2) consecutive days off, except where the Employer's operations require different scheduling needs. The Employer will notify the Union of these exceptions.

The workweek shall be a regular recurring seven (7) day period beginning at 12:00 midnight (one minute after 11:59 P.M. Saturday) Sunday and ending at 12:00 midnight the following Sunday. The normal workday shall begin at 7:30 A.M. and end at 3:30 P.M., as directed by the Employer.

The Employer may change the time of its normal workday or workweek upon reasonable notice to, and upon request, discussion with the Union.

Section 5.2 Overtime.

All work performed in excess of 40 hours worked per week; or in excess of 8 hours worked per day when the employee has 40 hours of work or excused absences; or on Saturday as such when Saturday is not part of the employee's regular workweek; or on the sixth

consecutive day worked, shall be paid for at one and one-half (1-1/2) times the regular straight time hourly rate of pay. All work performed on Sunday, when Sunday is not part of the employee's regular workweek; or the seventh consecutive day worked, shall be paid for at two (2) times the regular hourly rate of pay. Such overtime shall be computed on the basis of completed fifteen minute segments. Employees exempt from the Fair Labor Standards Act shall not be eligible for overtime under this Section. There shall be no pyramiding of overtime and/or premium pay. Daily and/or weekly overtime and/or premium pay shall not be paid for the same hours worked.

Section 5.3 Overtime Equalization.

A reasonable amount of overtime and/or premium time shall be a condition of continued employment. Overtime and/or premium time referred to in this Agreement, shall be offered first to the employee doing the job. All overtime will be distributed as equally as feasible over a reasonable period of time among the employees within the same classification and within the same work location.

Article 6.

Holidays.

Section 6.1

Full-time hourly employees shall receive eight hours straight time pay for the holidays set forth below:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such holiday.

Section 6.2 Payment for Holiday.

If an employee is scheduled to work on any calendar holiday as specified in Section 6.1 he/she shall be paid at the rate of two (2) times (which includes holiday pay) his/her normal hourly rate for all hours worked.

If the employee is not required to work on a calendar holiday specified in Section 6.1, such employee shall be paid eight hours at straight time for such holiday.

All holiday time shall be considered time worked for the purposes of computing overtime except where the holiday falls on the employee's day off.

Section 6.3 Failure to Report to Work on Scheduled Holiday.

If an employee is scheduled to work on a holiday and fails to report to work, the employee shall forfeit his/her right to pay for that holiday unless his/her absence is due to illness, injury, or other emergency.

Section 6.4 Holiday Observance.

Except for employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on Saturday will be observed the Friday before the holiday; said holidays which fall on Sunday will be observed on the Monday after the holiday. For employees whose regularly scheduled workweek includes Saturday and/or Sunday, said holidays which fall on either Saturday or Sunday will be observed on that day.

Whenever said holiday falls during an employee's vacation period the Employer shall have the option of granting the employee an extra day's pay or an extra day of vacation at a time mutually agreed upon between the employee and the department head, provided the employee works the full scheduled workday immediately preceding and the full scheduled workday immediately following such vacation period, unless such absence is for a reason the Employer finds to be valid.

Article 7.

Vacations.

Section 7.1

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

<i>Continuous Service as of July 1</i>	<i>Vacation</i>
Less than 7 years	10 days
7 or more, but less than 15 years	15 days
15 or more years	20 days

Section 7.2 Pro Rata Vacation.

An employee shall be eligible for pro rata vacation if:

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

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

The amount of pro rata vacation is determined by dividing the number of months of continuous service the full-time employee worked in the previous/current calendar year, whichever is applicable, by 12; the resulting figure is multiplied by the amount of paid vacation for which the employee is eligible in Section 7.1 above. Any fraction is rounded off to the nearest whole number of days. Employees separated from employment, other than for cause, will be paid on a supplemental payroll as soon as practicable following the last day worked.

Part-time employees who work at least 80 hours per month earn vacation on a pro rata basis calculated in accordance with the formula used by the Employer in accordance with past practice.

Section 7.3

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

Section 7.4

Employees who are terminated for cause are not entitled to any vacation pay not taken. Employees shall not earn vacation credit for any period during which they are on layoff or leave of absence without pay in excess of 30 days (except where such leave was adjudged eligible for duty disability) or engaged in conduct in violation of Article 12 of this Agreement. In the event of the death of an eligible employee, the surviving widow, widower or estate shall be entitled to any vacation pay to which the deceased employee was entitled.

Section 7.5

The rate of vacation pay shall be computed by multiplying the employee's straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken, times 8 hours per day, times the number of days' vacation to which the employee is entitled. Salaried employees shall receive their regular salary in effect at the time the scheduled vacation is taken.

Section 7.6

Vacation picks will be granted by classification seniority, in the department, provided however, the Department Head shall have the right to determine the number and scheduling of crews and employees who can be on vacation at any one time without hindering the operation of the Department.

Section 7.7

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

Article 8.

Continuous Service.

Section 8.1.

Continuous service means continuous paid employment from the employee's last date of hire, without a break or interruption in such paid employment. In addition, an employee earns continuous service credit even though he or she is not paid for:

1. An unpaid leave of absence or layoff of 30 days or less; or
2. An absence where the employee is adjudged eligible for duty disability compensation.

Section 8.2 Interruption in Service.

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuous service for the time worked. Continuous service credit will not be earned for absences without leave, absences due to suspension, or unpaid leaves of absence for more than 30 days or layoff for more than 30 days. Moreover, personnel who are paid by voucher shall receive no credit for continuous service for the period they are paid by voucher. Further, seasonal employment which does not exceed 120 calendar days in any

calendar year shall not be credited toward continuous service for the time worked; conversely, seasonal employment in excess of 120 calendar days in any calendar year shall be credited toward continuous service.

Section 8.3 Reciprocity.

Employees hired prior to the effective date of this Agreement who have rendered service to the County of Cook, the Chicago Park District, the Forest Preserve District, the Chicago Housing Authority, the Metropolitan Sanitary District of Greater Chicago, the State of Illinois, the Chicago Board of Education, City Colleges of Chicago, Community College District 508, the Chicago Transit Authority, Public Building Commission of Chicago, the Chicago Urban Transportation District and the Regional Transportation Authority shall have the period of such service credited and counted for the purpose of advancement within longevity salary schedules. However, employees hired after the effective date of this Agreement who render service for any other employer as stated above shall have the right to have the period of such service credited and counted for the purpose of advancement within longevity salary schedules provided a majority of other employees of the Employer receive such credit.

Section 8.4 Break in Service.

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

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first 12 months of their employment and will receive no seniority or continuous service credit during such probationary period. Probationary employees continuing in the service of the Employer after 12 months shall be career service employees and shall have their seniority made retroactive to the date of their original hiring. Probationary employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures, provided that, if the Employer, within its discretion, rehires a former employee who did not complete his/her probationary period within one year from the employee's termination, and said former employee had served 90 days or more of his/her probationary period, all time previously served in the probationary period shall be counted for purposes of determining when the said employee completes his/her probationary period. A probationary employee who has served 90 days or more of his/her probationary period and who is laid off shall be given preference over other applicants for employment in the same job title in the department from which he/she was laid off, so long as he/she does not refuse an offer of employment, and does not suffer a break in service under Section 8.4 of this Agreement.

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

Section 8.6 Seasonal Employment.

A seasonal employee is an employee who is employed in a job title for a period not to exceed 180 calendar days for temporary work related to or caused by seasonal needs. Such appointments shall expire automatically at midnight of the 180th day. Such employees may be reappointed for temporary work related to or caused by seasonal needs, with the written concurrence of the Budget Director and Commissioner of Personnel, to an additional thirty-day term which shall expire at midnight of the 30th day. One further said thirty-day reappointment for the same purposes may be made upon similar Budget Director and Commissioner of Personnel approval. The Employer shall notify the Union of the number and job titles of any such reappointments. It is understood and agreed that the hiring and retention of seasonal employees shall be at the discretion of the Employer.

Seasonal appointees shall not become Probationary Career Service or Career Service employees by virtue of length of service in a seasonal appointment.

Seasonal employees shall not be eligible for holidays, vacations, sick leave for salaried employees, vision care, dental, life and accident benefits, bereavement pay or jury duty, but will be provided with group health insurance under the same eligibility and conditions as other employees covered by this Agreement, except that elective medical care and pre-existing conditions, as those terms are defined in the standard group insurance policy, shall be excluded.

Seasonal employees shall be compensated at the same rate as Career Service employees. Seasonal employees may be disciplined or discharged as exclusively determined by the Employer and such Employer action shall not be subject to the grievance procedures.

Seasonal employees shall be eligible for recall to seasonal positions in which they have accumulated either (a) four months of said seasonal service during the 1984-85 winter season, or (b) five months of said seasonal service from and after July 1, 1983, provided that such employees:

1. shall not have received a negative evaluation during their last seasonal appointment and shall not have received (a) more than one written warning or (b) a disciplinary suspension in any Employer position;
2. shall be available, fit for duty and subject to the same pre-employment screening procedures as are new applicants for employment when recalled, and shall have the present ability without further training to immediately perform the duties of the position to which they are recalled;
3. shall not refuse recall. Upon recall, the employee shall promptly notify the Employer of his/her desire to return to work and shall be available to report for employment within 72 hours of said notice or the employee shall be deemed to have refused recall;

4. shall have been recalled within one year of the expiration of their last seasonal employment; and
5. shall not have resigned or incurred a break in service during a period of appointment.

Employees who do not meet and continue to meet all of the five conditions stated above, shall have their names permanently removed from the recall list.

Evaluations shall not be subject to the grievance procedure, except that the Employer shall not, after January 1, 1985, give a seasonal employee a negative evaluation for an arbitrary or capricious reason for the purpose of preventing the employee from becoming eligible for recall under this Section, and, only to that limited extent may such Employer action be subject to grievance.

A seasonal employee who is hired on an annual recurring basis within one year of his/her last termination; and who accumulates 12 months of said seasonal service from and after July 1, 1983, shall not be a Career Service employee but shall receive the benefits under this Agreement which are given to probationary employees.

Article 9.

*Group Health, Vision Care, Dental,
Life and Accident Benefits.*

The Employer shall provide to employees and their eligible dependents Group Health, Vision Care, Dental, Life (\$2,500) and Accident benefits as provided to a majority of other employees of the City under the same terms and conditions applicable to said other employees, provided further, said benefits shall be at no cost to employees and their eligible dependents.

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

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

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

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

e. The employee may use vacation or other due time during an illness which extends for 30 days in order to keep his/her insurance in effect until such time that the monthly cost is paid by the Pension Fund.

Article 10.

Paid Leaves.

Section 10.1 Bereavement Pay.

In the event of a death in an employee's immediate family such employee shall be entitled to a leave of absence up to a maximum of three consecutive days including the day of the funeral. During such leave, an hourly employee shall receive his/her regular straight time pay for such time as she/he is required to be away from work during his/her regularly scheduled hours of work (not to exceed eight hours per day). Salaried employees shall receive the leave of absence without additional compensation.

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

Section 10.2 Military Leave.

Any employee who is a member of a reserve force of the United States or of the State of Illinois, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or the State of Illinois, shall be granted a paid leave of absence during the period of such activity, not to exceed 14 days in any calendar year, provided that the employee deposits his/her military pay for all days compensated by the Employer with the City Comptroller.

Section 10.3 Jury Duty Leave/Subpoena.

An employee who serves on a jury or is subject to a proper subpoena (except if the employee is a party to the litigation) shall be granted a leave of absence with pay during the term of such absence, provided that the employee deposits his jury duty pay with the City Comptroller.

Article 11.

Grievance and Arbitration.

Section 11.1

Disciplinary action including discharge, shall be excluded from this grievance procedure. Suspensions over 10 days and discharges shall be governed exclusively by the City of Chicago's Personnel or Police Board Rules, whichever may be applicable. An employee may be discharged for just cause before the Personnel or Police Board hearing,

provided that said employee shall be guaranteed, upon request, a full hearing before said Board in accordance with the said Board's rules. An employee shall have an opportunity to be heard by his supervisor and to respond to the charges against him prior to his discharge, and if the employee so requests, he may have an available Union representative represent him at the time and place he is heard. The grievance procedure provisions herein and the Personnel or Police Board appeals procedure are mutually exclusive, and no relief shall be available under both. The Union shall have the right to have its representative present at either of the Board(s) or grievance procedure, including arbitration, and to actively participate. The Employer's failure to satisfy this Section shall not result in a reversal of the Employer's disciplinary action or cause the Employer to pay back pay to the employee.

Section 11.2 Procedure for Department Review of Disciplinary Action Including Suspension for Ten (10) Days or Less.

Step 1.

Within 3 working days after an employee receives written notice of any disciplinary action, including a suspension for ten (10) days or less which is not appealable to the Personnel or Police Board, the employee shall request in writing to the department head a review of the said disciplinary action on a form provided by the Employer. The failure to submit a written request within 3 working days will preclude the employee's right to review.

Step 2.

Within three working days after the department head or his/her designee receives the employee's request for review, the department head or his/her designated representative shall conduct a meeting to review the suspension.

At the meeting, the department will give the basis for its action and the employee and/or his/her union representative, if any, will be heard and provided the opportunity to ask questions. The department head or his/her designated representative shall render a written decision within two working days of the meeting, except where both parties agree a further investigation is required. A copy of such decision shall be sent to the employee and the Union.

Step 3.

Where further investigation is agreed upon, a second meeting shall be held between the department head or his/her designated representative and the employee and/or his/her Union representative to discuss the results of the investigation. Said meeting shall be conducted within five (5) working days of the close of the Step 2 meeting, unless otherwise agreed by the parties. The department head or his/her designated representative shall render a written decision within two working days of

the second meeting. A copy of such decision shall be sent to the employee and the Union.

Except where otherwise indicated, the time limits set forth herein are to encourage the prompt reviews of said disciplinary action and failure to comply with these time limits will not affect the validity of the said disciplinary action. This procedure shall be the employee's exclusive remedy for all said disciplinary action, including suspension for 10 days or less.

Step 4.

If the matter is not settled in Steps 2 or 3, the Union may submit the matter to arbitration under the terms of this Agreement.

Section 11.3.

Except as in 11.1 and 11.2 above, any and all disputes and differences involving an interpretation or application of a specific section in this Agreement between the Employer on the one hand, and the Union or any of the employees of the Employer it represents on the other hand, shall be exclusively settled in the following manner and there shall be no interruption of the operation of the Employer. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Before a formal grievance is initiated, the employee shall discuss the matter with his/her immediate supervisor. If the problem is not resolved in discussion, the following procedure shall be used to adjust the grievance:

Step I.

- A. The employee shall put the grievance or complaint in writing on the Employee Problems Form Step I within five calendar days of having knowledge of the event which gives rise to the grievance. In the space provided, the employee will indicate what Section and part of the Agreement is in violation and the requested remedy, and submit the form to his/her immediate supervisor.
- B. The immediate supervisor will notify the employee in writing of his/her decision in the space provided on the original Employee Problems Form Step I. This form will be returned to the employee and the Union within five calendar days after receipt of the written complaint.

Step II

- A. If the grievance is not settled at the first Step, the Union Representative and/or the Employee shall have the right to make an appeal in writing on

Employee Problems Form Step II to the Department Head's designee within seven calendar days after the date of the decision by the immediate supervisor. The name of the Department Head's designee shall be posted for employees in areas where employee notices are normally posted and submitted to the Union.

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

Step III

- A. If the grievance is not settled in Step II, the Union or the Employee may appeal in writing on the space provided on Employee Problems Form Step III along with Steps I and II to the Department Head within seven (7) calendar days of receipt of the Department Head's designee's decision.
- B. The Department Head shall meet with the Union in an effort to resolve said grievance and reply in writing of his/her decision within seven (7) calendar days from receipt of Step III to the employee and the Union.
- C. Any settlement at Step I, II or III shall be binding upon the Employer, Union and the aggrieved employee or employees. Failure of the Employer to answer a grievance within the time limits herein shall permit the Union to refer the case to the succeeding step of the procedure. The Union will be informed of and allowed to be in attendance at all grievance or disciplinary hearings.
- D. If the grievance is not settled at the third step, either the Union or the Employer may notify the other in writing within ten days of receipt of the Step III decision, that they request final and binding arbitration.
- E. If the grievance or arbitration affects more than one employee, the grievance or arbitration may be presented by a single selected employee representative of the group or class.
- F. Even though a grievance has been filed, employees are obligated to follow instructions or orders of supervisors of the Employer, except where the instruction or order is so inherently dangerous to the employee that it could cause death or serious physical harm.

The Employer agrees that by following instructions or orders the employee does not waive the employee's right to process his or her grievance. Refusal to follow instructions or orders shall be cause for suspension or discharge at the option of the Employer.

Step IV

If the matter is not settled in Step III, the Union or the Employer, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate, setting forth the facts and specific relief requested, within ten calendar days after the answer is given at Step III hereof. The parties will contact the National Academy of Arbitrators for a listing of all Academy Arbitrators in the Chicagoland area. The Employer and the Union will select a roster of six arbitrators. In the event the parties cannot select a full roster of 6 arbitrators, the parties will alternately strike names from the listing of the Academy Arbitrators until the remaining number of arbitrators are left to make up the roster of 6. The Employer will strike first. Arbitrators will advise the parties of their fees and expenses prior to selection and will be expected to charge such fees and expenses. The fees and expenses of the arbitrator shall be borne equally between the Union and the Employer. Each party shall be responsible for compensating its own representatives and witnesses. The cost of a transcript shall be shared if the necessity of a transcript is mutually agreed upon between the parties. Arbitrators shall select a date for arbitration within 60 days of notice that a grievance is ready for arbitration and submit their decision within 30 days following such hearing. The Roster of Arbitrators will be listed in alphabetical order on a list retained by both the Employer and the Union. Upon a Step IV request for arbitration, arbitrators will be contacted in alphabetical rotating order to obtain an Arbitrator's commitment to arbitrate the respective grievance within the stated time limit within seven days from the date the grievances are submitted to the arbitration process. The parties may agree to submit more than one grievance to a selected arbitrator. Every two years each party has the right to remove up to three arbitrators from the Roster of Arbitrators and have them replaced with other arbitrators selected in the same manner as the initial selection from ranks of the National Academy of Arbitrators. Arbitrators will continue to be listed in the Roster of Arbitrators until removed in this manner. An arbitrable matter must involve the meaning and application or interpretation of a specific provision of this Agreement. The provisions of this Agreement shall be the sole source of any rights which either party may assert in arbitration. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute. The decision of the arbitrator shall be based wholly on the evidence and arguments presented to him by the parties in the presence of each other. No arbitration hearing shall be held unless both parties are present. The decision of the arbitrator shall be final and binding on all parties to the dispute, including the employee or employees involved.

Article 12.

No Strikes-No Lockout.

Section 12.1

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

Section 12.2

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

Section 12.3

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

Section 12.4

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

Article 13.

Dues Check-Off and Fair Share.

Section 13.1

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

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

Section 13.2

It is further agreed that 30 days after the later of the execution of the Agreement or the employee's date of hire, the Employer shall deduct from the earnings of employees who are not members of the Union, a monthly amount as certified by the Union and shall remit such deductions to the Union at the same time that the dues check-off is remitted. It is understood that the amount of deductions from said non-member bargaining unit employees will not exceed the regular monthly union dues and represents the employee's fair share cost of the collective bargaining process, contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Section 13.3

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

Section 13.4

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

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall be required, 30 days after the later of the execution of this Agreement or their hire date, to pay a fair share of the cost of the collective bargaining process and contract administration and pursuing matters affecting wages, hours and other conditions of employment.

Article 14.

Miscellaneous.

Section 14.1 Job Titles.

The Employer will notify the Union of any change in job title. If the Employer makes any substantial change in job duties it will discuss such changes with the Union prior thereto. If the Employer changes a job title without substantially changing the duties of the job, the Union will retain its existing jurisdiction over the new job title. The Employer

will not permanently assign bargaining unit work to the jurisdiction of another bargaining unit without the mutual agreement of the unions involved.

Section 14.2

Any work which has been traditionally performed by employees who are represented by the Union shall continue to be performed by said employees, except where non-unit employees have in the past performed unit work, or in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, provided however, where employees do not report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment, employees of any other unit represented by another Union shall not perform the work of said employees. For example, if a Deck hand is on vacation, a Marine Pilot shall not be assigned as a replacement Deck Hand. The Employer shall not arbitrarily extend the period of any emergency beyond the need for that emergency.

Section 14.3 Deferred Compensation.

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

Section 14.4 Rules of Conduct Changes.

When the Employer proposes to initiate reasonable changes or additions to its rules of conduct, which could subject Employees to discipline, the Employer shall transmit four (4) copies of the proposed changes or additions to the Union. The Union will consider the proposals, and upon request, the Employer will meet with the Union within twenty (20) calendar days of the receipt of the proposals to receive the Union's comments. Absent an emergency, the Employer will not implement its proposed changes or additions until the Union has had a reasonable opportunity to present its views and discuss the proposals with the Employer. No such changes or additions shall be implemented without prior publication and notice to the affected Employee.

Section 14.5 Safety.

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

Section 14.6 Information to Union.

The Employer will provide to the Union on a monthly basis a bargaining unit report of current active employees, the list to include employee name, address, social security number, title, pay schedule, grade, current pay rate, status, continuous service date, time in title, date of birth, race and sex.

The Employer shall also provide to the Union on a monthly basis a bargaining unit activity report of current active employees that will list Career Service Retirements; Career Service Resignations; Career Service Discharges; Non- Career Service Terminations; Leaves of Absence; Suspensions; Reinstatements; Reappointments; Transfers (change of department and change of payroll); Appointments (which also include promotions and demotions); and Deaths.

Each month the Employer will provide to the Union the current month's bargaining unit activity report and the updated report from the previous month.

Section 14.7 Subcontracting.

The Employer shall not contract or subcontract out bargaining unit work to any person, contractor or employer who is not in compliance with the area standards established under and pursuant to the formula used by the United States Department of Labor in administering the Davis-Bacon Act. Notice of any such contracting or subcontracting shall be given to the Union at least thirty (30) days prior to its effective date. The notice shall be in writing and shall contain the name and address of the party who will perform the work, a description of the work to be performed and any other relevant data to enable the Union to determine compliance with this Section. In the event such party is determined not to be in compliance with the said area standards, the Employer shall withhold payouts and shall not contract or subcontract further with any such party until the Union and the Employer receive a written and enforceable assurance of compliance.

Article 15.

Layoffs and Recall.

Section 15.1

Probationary employees with more than 90 days of service shall be laid off first. Thereafter, the least senior employee in the affected job classification in the department shall be laid off first, provided the ability, qualifications to perform the required work, and the employee's job performance are equal among the other employees in the job in the department. "Seniority" shall mean, for purposes of this Section, the employee's service in the job title (time-in-title).

Employees shall be recalled in the reverse order they were laid off.

Article 16.

Separability.

Section 16.1

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State Law or Local Ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the

provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Article 17.

Union Representation.

Section 17.1 Union Stewards.

The Union will advise the Employer in writing, of the names of the Stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes.

Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours, without the loss of pay, provided that such activity shall not exceed a reasonable period of time, or unreasonably interrupt the work of employees. Stewards shall notify their immediate supervisors in advance of their intention to handle and process grievances. Supervisors may not unreasonably withhold permission to the stewards to engage in such activities.

Employees acting as Union Stewards shall not be discriminated against nor be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union Stewards from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 17.2 Union Rights.

The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the City on matters of concern, either orally or in writing, and to consult and be consulted with, in respect to the formulation, development and implementation of policies and programs affecting working conditions.

Section 17.3 Right of Access.

Duly authorized Officials of the Union will be permitted during normal working hours to enter Employer facilities for purposes of handling grievances or observing conditions under which employees are working. The Union will not abuse this privilege, and such right of entry shall be consistent with current practices, and shall at all times be conducted in a manner so as not to interfere with normal operations. The Employer may be able to change or set rules of access, provided that any change in current practices must be reasonable and subject to the grievance procedure.

Article 18.

Ratification and Termination.

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

This Agreement shall be effective as of said date of ratification by the City Council and shall remain in full force and effect from said date to December 31, 1987, both inclusive. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

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

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. The Employer and the Union, therefore, voluntarily waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter which is subject to collective bargaining whether or not such matter is specifically referred to herein, and even though such matter may not have been within the knowledge or contemplation of the parties at the time this Agreement was negotiated or signed.

It is further agreed that any improvements in holidays, vacations, sick leave for salaried employees, group health, vision care, dental, life and accident benefits, bereavement pay and jury duty leave granted to the majority of other employees of the Employer during the term of this Agreement shall also be granted to the employees represented by the Union all coming under this Agreement.

Article 19.

Term of Agreement.

Subject to approval by the City Council, this Agreement shall go into effect January 1, 1985, and continue in full force and effect until midnight, December 31, 1987. Thereafter, it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail, return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement. If the parties are unable to agree upon a successor Agreement before the 31st day of December following the date on which notice was given, this Agreement shall expire on such 31st day of December unless both parties agree to extend this Agreement. The notices referred to shall be considered to have been given as of the date shown on the postmark, written notices may be tendered in person, in which case the date of notice shall be the written date of receipt.

In Witness Whereof, each of the parties hereto, by its duly authorized representative(s), has executed this document as of the _____ day of _____, 1986.

[Signature forms omitted for printing purposes.]

Appendix A

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>			
	<i>1/1/85</i>	<i>1/1/86</i>	<i>1/1/87</i>	<i>7/1/87</i>
Deck Hand	\$17.33	\$18.11		

AUTHORITY GRANTED FOR EXECUTION OF CONSENT AND
RELEASE TO GROUND LEASE AGREEMENT BETWEEN
CITY AND SKY CHEFS CONCERNING CERTAIN
PREMISES AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a consent and release to a ground lease agreement between the City of Chicago and Sky Chefs, whereby Sky Chefs will assign to American Airlines the ground lease of certain premises at Chicago-O'Hare International Airport.

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, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 45.

Nays -- None.

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

Alderman Burke then requested the record reflect that said passed ordinance was transmitted to the Mayor who affixed his signature to the ordinance at 2:10 P.M.

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation, subject to the approval of the Corporation Counsel as to form and legality is authorized to execute a Consent to a sublease agreement, and an agreement of assignment between Flagship International, Inc. (hereinafter called "Sky Chefs"), and American Airlines, Inc. (hereinafter called

"American"), and an agreement of assignment between Skyhare Corp. (hereinafter called "Skyhare") and American for the sublease and assignments of certain premises at Chicago O'Hare International Airport, and the transfer of Sky Chefs' leasehold interests through the Contemplated Transaction as defined in said Consent, said Consent to be in substantially the following form which is attached hereto.

SECTION 2. That the Mayor, subject to attestation of the City Clerk and to approval by the Commissioner of Aviation, the City Comptroller and as to form and legality by the Corporation Counsel, is authorized to execute a Consent and Release to a sublease agreement, and an agreement of assignment between Sky Chefs and American and an Agreement of assignment between Skyhare and American for the sublease and assignments of certain premises at Chicago O'Hare International Airport, and the transfer of Sky Chefs' leasehold interests through the Contemplated Transaction as defined in said Consent, said Consent to be substantially the following form which is attached hereto.

SECTION 2. This ordinance shall be effective as of the date of passage.

Consent, Consent and Release Exhibits A, B and C and Schedule A attached to this ordinance read as follows:

Consent.

This Consent of the Commissioner of Aviation of the City of Chicago (the "Commissioner") is given as of this ___ day of _____, 1986.

Witnesseth:

Whereas, by a Ground Lease Agreement, dated October 8, 1969, as supplemented by a Consent and Agreement, dated December 30, 1970 by the City of Chicago (the "Ground Lease"), Sky Chefs, Inc. leased from the City of Chicago certain premises and facilities (the "Premises") at the Chicago-O'Hare International Airport; and

Whereas, by an Assignment of Lease, dated January 15, 1971, Sky Chefs assigned its interest in the Ground Lease to Skyhare Corp. ("Skyhare"), a Delaware corporation; and

Whereas, by a Lease and Agreement (the "Lease and Agreement"), dated as of January 15, 1971, Skyhare subleased its interest in the Ground Lease to Sky Chefs; and

Whereas, Sky Chefs desires to assign its interest in the Lease and Agreement to American Airlines, Inc. ("American") on substantially the terms and conditions of the Assignment (the "Sky Chefs Assignment") attached hereto as Exhibit A; and

Whereas, American desires to sub-let the Premises to Sky Chefs and Sky Chefs desires to sub-lease the Premises from American on substantially the terms and conditions of the Agreement of Sublease (the "Sublease") attached hereto as Exhibit B; and

Whereas, Skyhare desires to assign its interest in the Ground Lease to American, effective as of the date on which all sums secured by the Mortgage, dated January 15, 1971, between Skyhare and Teachers Insurance and Annuity Association of America (the

"Mortgage") shall have been paid or the Mortgage shall otherwise have been satisfied (the "Mortgage Satisfaction Date"), on substantially the terms and conditions of the Agreement of Assignment (the "Skyhare Assignment") attached hereto as Exhibit C; and

Whereas, Sky Chefs desires to assign its interest, if any, in the Ground Lease to American, effective as of the Mortgage Satisfaction Date, on substantially the terms and conditions of the Sky Chefs Assignment; and

Whereas, American desires to have the City of Chicago release Sky Chefs from its obligations under the Ground Lease as of the Mortgage Satisfaction Date and American, under the Sky Chefs Assignment, agrees to assume such obligations; and

Whereas, A.M.R. Corporation ("A.M.R."), the corporate parent of American and Sky Chefs, has agreed, pursuant to the Acquisition Agreement (the "Acquisition Agreement"), dated January 13, 1986, among A.M.R., Onex Food Services, Inc. and Sky Chefs Acquisition Corp. ("S.C.A.C."), to sell all of the issued and outstanding shares of common stock of Sky Chefs to S.C.A.C. and, upon consummation of such sale, S.C.A.C. will be merged into Sky Chefs (the "Contemplated Transactions"); and

Whereas, pursuant to Sections 3.5 and 3.6 of the Acquisition Agreement, A.M.R. has agreed to obtain all consents that may be required in connection with the Contemplated Transactions; and

Whereas, pursuant to Article XV of the Ground Lease, the consent of the Commissioner may be required in connection with the foregoing;

Now, Therefore, the Commissioner consents to:

- (1) the assignment by Sky Chefs to American of its interests under the Lease and Agreement in substantially the form of the Sky Chefs Assignment;
- (2) the sub-lease by American to Sky Chefs of the Premises on substantially the terms and conditions of the Sublease;
- (3) the assignment by Skyhare to American of its interest in the Ground Lease, effective as of the Mortgage Satisfaction Date, on substantially the terms and conditions of the Skyhare Assignment;
- (4) the assignment by Sky Chefs to American of its interest, if any, under the Ground Lease, as of the Mortgage Satisfaction Date, on substantially the terms and conditions of the Sky Chefs Assignment;
- (5) the release of Sky Chefs by the City of Chicago from its obligations under the Ground Lease, effective as of the Mortgage Satisfaction Date;
- (6) the transfer of Sky Chefs' leasehold interests through the Contemplated Transactions.

In Witness Whereof, the Commissioner has signed this Consent as of the day and year stated above.

Signature forms omitted for printing purposes.]

Consent and Release

This Consent of the City of Chicago is given as of this _____ day of _____, 1986 by the City Council of the City of Chicago (the "City Council").

Witnesseth:

Whereas, by a Ground Lease Agreement, dated October 8, 1969, as supplemented by a Consent and Agreement, dated December 30, 1970 by the City of Chicago (the "Ground Lease"), Sky Chefs, Inc. leased from the City of Chicago certain premises and facilities (the "Premises") at the Chicago-O'Hare International Airport; and

Whereas, by an Assignment of Lease, dated January 15, 1971, Sky Chefs assigned its interest in the Ground Lease to Skyhare Corp. ("Skyhare"), a Delaware corporation; and

Whereas, by a Lease and Agreement (the "Lease and Agreement"), dated as of January 15, 1971, Skyhare subleased its interest in the Ground Lease to Sky Chefs; and

Whereas, Sky Chefs desires to assign its interest in the Lease and Agreement to American Airlines, Inc. ("American") on substantially the terms and conditions of the Agreement of Assignment (the "Sky Chefs Assignment") attached hereto as Exhibit A; and

Whereas, American desires to sub-sublet the Premises to Sky Chefs and Sky Chefs desires to sub-sublease the Premises from American on substantially the terms and conditions of the Agreement of sublease (the "Sublease") attached hereto as Exhibit B; and

Whereas, Skyhare desires to assign its interest in the Ground Lease to American, effective as of the date on which all sums secured by the Mortgage, dated January 15, 1971, between Skyhare and Teachers Insurance and Annuity Association of America (the "Mortgage") shall have been paid or the Mortgage shall otherwise have been satisfied (the "Mortgage Satisfaction Date"), on substantially the terms and conditions of the Agreement of Assignment (the "Skyhare Assignment") attached hereto as Exhibit C; and

Whereas, Sky Chefs desires to assign its interest, if any, in the Ground Lease to American, effective as of the Mortgage Satisfaction Date, on substantially the terms and conditions of the Sky Chefs Assignment; and

Whereas, American desires to have the City of Chicago release Sky Chefs from its obligations under the Ground Lease, as of the Mortgage Satisfaction Date, and American, under the Sky Chefs Assignment, agrees to assume such obligations; and

Whereas, A.M.R. Corporation ("A.M.R."), the corporate parent of American and Sky Chefs, has agreed, pursuant to the Acquisition Agreement (the "Acquisition Agreement"),

dated January 13, 1986, among A.M.R., Onex Food Services Inc. and Sky Chefs Acquisition Corp. ("S.C.A.C."), to sell all of the issued and outstanding shares of common stock of Sky Chefs to S.C.A.C. and, upon consummation of such sale S.C.A.C. will be merged into Sky Chefs (the "Contemplated Transactions"); and

Whereas, pursuant to Sections 3.5 and 3.6 of the Acquisition Agreement, A.M.R. has agreed to obtain all consents that may be required in connection with the Contemplated Transaction; and

Whereas, pursuant to Article XV of the Ground Lease, the consent of the City of Chicago may be required in connection with the foregoing;

Now, Therefore, the City of Chicago consents and agrees as follows:

1. The City of Chicago consents to:
 - (a) the assignment by Sky Chefs to American of its interests under the Lease and Agreement in substantially the form of the Sky Chefs Assignment;
 - (b) the sub-sublease by American to Sky Chefs of the Premises on substantially the terms and conditions of the Sublease;
 - (c) the assignment by Skyhare to American of its interest in the Ground Lease, effective as of the Mortgage Satisfaction Date, on substantially the terms and conditions of the Skyhare Assignment;
 - (d) the assignment by Sky Chefs to American of its interest, if any, under the Ground Lease, effective as of the Mortgage Satisfaction Date, on substantially the terms and conditions of the Sky Chefs Assignment;
 - (e) the transfer of Sky Chef's leasehold interests through the Contemplated Transactions.

2. In consideration of American's assumption in the Sky Chefs Assignment of Sky Chefs' obligations under the Ground Lease, effective as of the Mortgage Satisfaction Date, the City of Chicago hereby releases Sky Chefs from its obligations under the Ground Lease, effective as of the Mortgage Satisfaction Date.

In Witness Whereof, the Mayor of the City of Chicago has signed this Consent and Release on behalf of the City of Chicago as of the day and year stated above.

[Signature forms omitted for printing purposes.]

Exhibit A.

Agreement of Assignment.

Assignment, dated as of _____, by and between Flagship International, Inc., a Delaware corporation ("Sky Chefs") to American Airlines, Inc., a Delaware corporation ("American").

Witnesseth:

Whereas, by a Ground Lease Agreement dated October 8, 1969, as supplemented by a Consent and Agreement dated as of December 30, 1970 by the City of Chicago (the "Ground Lease"), Sky Chefs leased from the City of Chicago ("Chicago") certain premises and facilities (the "Premises") at the Chicago- O'Hare International Airport; and

Whereas, by an Assignment of Lease, dated January 15, 1971, Sky Chefs assigned its interest in the Ground Lease to Skyhare Corp. ("Skyhare"), a Delaware corporation; and

Whereas, by a Lease and Agreement ("Lease and Agreement") dated as of January 15, 1971, Skyhare subleased its interest in the Ground Lease to Sky Chefs; and

Whereas, Sky Chefs and American desire that Sky Chefs assign its interest in the Lease and Agreement to American; and

Whereas, Sky Chefs and American desire that Sky Chefs assign its interest, if any, in the Ground Lease to American, effective as the date on which all sums secured by the Mortgage, dated January 15, 1971, between Skyhare and Teachers Insurance and Annuity Association of America (the "Mortgage") shall have been paid or the Mortgage shall otherwise have been satisfied (the "Mortgage Satisfaction Date");

Now, Therefore, the parties agree as follows:

1. In consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, (a) Sky Chefs assigns and transfers to American all Sky Chefs' right, title and interest in, to and under the Lease and Agreement and (b) effective as of the Mortgage Satisfaction Date, Sky Chefs assigns and transfers to American all Sky Chefs' right, title and interest, if any, in, to and under the Ground Lease.

2. (a) Sky Chefs covenants and warrants that it is the sole tenant under the Lease and Agreement; that the Lease and Agreement is a valid and subsisting sublease of the premises described therein, free and clear of all liens, encumbrances, charges and defects; that the term of the Lease and Agreement has commenced and is in full force and effect; that the term of the Lease and Agreement is scheduled to expire on May 31, 1988; that all rents, additional rents and other charges reserved in the Lease and Agreement have been paid to the extent they were payable prior to the delivery hereof; that there is no existing default by either Skyhare or Sky Chefs under the Lease and Agreement in the performance or observance of any of the covenants or conditions in the Lease and Agreement and no event has occurred or is occurring which, after notice or the passage of time or both, will result in such a default; that no notice, claim or demand from Skyhare under the Lease and Agreement, which has not been complied with, has been received by Sky Chefs; that the Lease and Agreement embodies the entire agreement and understanding between the

parties thereto with respect to the Premises; and that the Lease and Agreement has not been amended, modified or assigned by Sky Chefs.

(b) Sky Chefs warrants that it has full power and lawful authority to assign, transfer, convey and set over the Lease and Agreement and the Ground Lease in the manner and form herein done or intended to be done. Sky Chefs will forever warrant and defend to American the title to the interest assigned by against the claims of all persons and parties whomsoever.

3. (a) Subject to the restrictions contained in the Lease and Agreement, Sky Chefs, forthwith upon the execution and delivery of this Assignment and thereafter from time to time, will cause this Assignment and any instrument of further assurance requested by American to be recorded and re-recorded promptly in such manner and in such places as may be required by any present or future law in order to publish notice hereof and fully to protect the interest of American hereunder.

(b) Sky Chefs will, at the cost and expense of Sky Chefs, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and instruments as American shall from time to time require for the better assuring, assigning, transferring, conveying, warranting and setting over to American the right, title and interest of Sky Chefs hereby assigned, transferred, conveyed, warranted and set over, or intended so to be.

(c) Sky Chefs will pay all filing and recording taxes and fees, if any, and all expenses incident to the preparation, execution and acknowledgment of every instrument referred to in paragraphs 3(a) and 3(b), and all federal, state, county and municipal stamp taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Assignment or any such instrument.

4. American hereby agrees to perform or cause to be performed all obligations imposed by (a) the Lease and Agreement and (b) effective as of the Mortgage Satisfaction Date, the Ground Lease, in each case, upon the tenants thereunder.

All the grants, covenants, terms and provisions in this Assignment shall run with the Premises and shall apply to and bind the successors and assigns of Sky Chefs and shall be binding upon and inure to the benefit of the successors and assigns of American.

In Witness Whereof, Sky Chefs and American have caused this instrument to be executed by their officers thereunto duly authorized as of the date first above written.

[Signature forms omitted for printing purposes.]

Exhibit B.

Agreement Of Sublease.

This Sublease, dated as of _____, by and between American Airlines, Inc., a Delaware corporation (hereinafter called "American") and Flagship International, Inc., a Delaware corporation (hereinafter called "Sky Chefs");

Witnesseth:

Whereas, by a Ground Lease Agreement dated October 8, 1969, as supplemented by a Consent and Agreement dated December 30, 1970 by the City of Chicago (the "Ground Lease"), Sky Chefs leased from the City of Chicago ("Chicago") certain premises and facilities (the "Premises") on the Chicago- O'Hare International Airport (the "Airport"); and

Whereas, by an Assignment of Lease dated January 15, 1971, Sky Chefs assigned its interest in the Ground Lease to Skyhare Corp. ("Skyhare"), a Delaware corporation; and

Whereas, by a Lease and Agreement ("Lease and Agreement") dated as of January 15, 1971, Skyhare subleased its interest in the Ground Lease to Sky Chefs; and

Whereas, by an Assignment of Lease dated _____, Sky Chefs assigned its interest in the Lease and Agreement to American; and

Whereas, American desires to sublet the Premises to Sky Chefs and Sky Chefs desires to sublease the Premises from American;

Now, Therefore, for and in consideration of the mutual covenants and agreements herein contained and intending to be legally bound thereby, the parties agree as follows:

Article I.

Premises.

American does hereby sublet to Sky Chefs and Sky Chefs does hereby sublease from American the said Premises (more particularly described on Schedule "A" of the Lease and Agreement attached hereto and made a part hereof as Annex "1" and as shown on Exhibit "A" of the Ground Lease attached hereto and made a part hereof as Annex "2").

Article II.

Use.

Sky Chefs shall use and occupy the Premises solely in connection with the preparation, service and sale of food in connection with its in-flight catering service and outside catering services and restaurant food preparation to the extent such activities are permitted under the Ground Lease, and for office space and storage space incidental to such uses.

Article III.

Term.

A. The subtenancy herein created, and the rights, privileges and obligations of the parties hereto shall begin on the date hereof and, unless sooner terminated as hereinafter provided, shall run for a term expiring on May 11, 2018.

B. Sky Chefs shall take the Premises in an "as is" condition and Sky Chefs at its sole cost and expense shall renovate, refurnish and re-equip the said Premises as deemed necessary by Sky Chefs from time to time, provided, however, that no such renovation, refurnishing and re-equipping shall be made without the prior approval of American, such prior approval not to be unreasonably withheld or delayed.

Article IV.

Rental and Fees.

A. Definitions.

"Gross Revenue" shall mean the aggregate of all amounts in whatever form or manner received by Sky Chefs in connection with its operations of the Premises but excluding: (a) any taxes imposed by law which are separately stated to and paid by a customer and are directly payable to the taxing authority by Sky Chefs; (b) any receipts which Sky Chefs is required to refund to customers or which are received by Sky Chefs from vendors as cash or credit refunds for defective or returned merchandise; and (c) meals or beverages furnished to employees of Sky Chefs or employees of American and meals or beverages furnished by Sky Chefs on a complimentary basis.

B. Basic Rental.

Sky Chefs shall pay to American as Basic Rental for the Premises the respective amounts set forth below:

1. Sky Chefs agrees to pay to American, as rent for the Premises during the Term of this Sublease, the respective amounts set forth in Schedule A hereof (Basic Rent) on the dates set forth in Schedule A (such dates herein called Basic Rent Payment Dates).

2. Sky Chefs agrees that all other amounts, liabilities and obligations which Sky Chefs assumes or agrees to pay or discharge pursuant to this Sublease, together with any fine, penalty, interest or cost which may be added for late payment thereof, shall constitute additional rent hereunder, and, if Sky Chefs shall fail to pay or discharge any of the foregoing, American shall have the rights, powers and remedies provided herein or by law in the case of nonpayment of Basic Rent. Sky Chefs will pay on demand to American additional rent, interest at the rate of 10% per annum on overdue installments of Basic Rent, from the due date thereof until paid, and on overdue amounts of additional rent which American shall have paid on behalf of Sky Chefs, from the date of payment thereof by American until paid by Sky Chefs.

C. Ground Lease.

It is understood and agreed by and between American and Sky Chefs that Sky Chefs will duly and punctually make all payments required to be made by the tenant under the Ground Lease, including without limitation all payments of rent and percentage fees payable thereunder, when and as the same shall become due and payable directly to the party entitled to receive the same. Sky Chefs will also observe and perform at its own cost

and expense all the covenants, terms and conditions imposed by the Ground Lease upon the tenant under the Ground Lease, to the end that American shall have no responsibility for compliance with the provisions of the Ground Lease and shall be indemnified by Sky Chefs against all liability thereunder except for liability resulting from the gross negligence or willful misconduct of American, its officers, agents, employees, invitees, servants, successors or assigns.

D. Facilities Rental.

Sky Chefs shall pay to American as Facilities Rental for the Premises the pro rata share allocable to the Premises (13.187%) of American's debt service payments, including, without limitation, payments of interest, premium, if any, principal, trustee fees and all other fees, associated with the Chicago-O'Hare International Airport Special Facilities Bonds (American Airlines, Inc. Project) 1984 Series (the "Special Facilities Bonds"). Sky Chefs shall pay Facilities Rental to American ten (10) days prior to the date such payments are payable by American. Sky Chefs' Facilities Rental payments shall be reduced to the extent that American is reimbursed for its debt service payments on the Special Facilities Bonds out of the Bond Fund.

If the indebtedness under the Special Facilities Bonds is satisfied at any time prior to the expiration of the term hereunder by refunding with tax exempt bonds, then Sky Chefs shall pay, from time to time, its pro rata share of American's debt service in connection with such tax exempt refunding as rental charges.

If American intends to satisfy the indebtedness under the Special Facilities Bonds at any time prior to the expiration of the term hereunder by any method other than the refunding set forth above, American shall give Sky Chefs at least thirty (30) days' prior written notice of the date on which such indebtedness is to be satisfied. Sky Chefs shall have the option of paying to American, immediately upon receipt by Sky Chefs of notice of the satisfaction of such Special Facilities Bonds, as a one-time rental charge its pro rata share of the amount required to be paid to satisfy the indebtedness under the Special Facilities Bonds or, Sky Chefs shall pay, as a monthly rental charge payable on the first day of each month, the amount which represents the product of the interest rate that would be payable by A.M.R. Corporation, a Delaware corporation (hereinafter called "A.M.R."), if A.M.R. obtained an unsecured loan in a principal amount equal to the principal amount of the Special Facilities Bonds so prepaid and for a term equal to the term remaining under the Facilities Lease or, if a loan for such term could not be obtained, then for the longest loan term then available, all as determined by The First Boston Corporation, multiplied by Sky Chefs' pro rata share of such principal amount (reduced from time to time by the amount of any payments made by Sky Chefs to American pursuant to the immediately succeeding paragraph).

Unless Sky Chefs shall have elected to make a one-time rental payment pursuant to the immediately preceding paragraph, on each date that would have been a payment date under the Special Facilities Bonds if they were outstanding, Sky Chefs shall pay to American as additional rent an amount equal to its pro rata share of the principal amount of the indebtedness under the Special Facilities Bonds that would have been paid on such date had the Special Facilities Bonds not been previously prepaid.

E. Rental Payable to Chicago.

If Sky Chefs is required to pay to Chicago a rental (percentage of gross sales or otherwise) on gross revenue arising out of or resulting from the service provided by Sky Chefs to American or any other customer, Sky Chefs shall pay such rental directly to Chicago.

It is understood and agreed by and between American and Sky Chefs that the obligation to pay any rental or fee due to Chicago based upon Sky Chefs Gross Revenue under this Sublease shall be an obligation of Sky Chefs and not of American and Sky Chefs shall indemnify and save harmless American from any and all claims for such rentals or fees by Chicago. If any such rental or fee is paid by American on behalf of Sky Chefs, Sky Chefs will reimburse American within five (5) days after notice from American that such rental or fee has been paid. Notwithstanding the foregoing, Sky Chefs shall have no obligation to reimburse American for any fees paid by American to Sky Chefs pursuant to Section 2 of the Catering Agreement, dated _____, 1986, between Sky Chefs, Onex Capital Corp., American and A.M.R. Corporation (the "Catering Agreement").

F. Other Charges.

In addition to amounts payable by Sky Chefs as hereinabove set forth, Sky Chefs shall pay within ten (10) days after demand the following:

1. All real estate taxes and any other taxes or assessments related to the Premises which are paid by or assessed against American. American shall furnish Sky Chefs, at Sky Chefs' request, the proof of its payment of such taxes or assessments. With American's consent, which consent will not be unreasonably withheld or delayed, Sky Chefs may, at its sole cost and expense, contest the imposition of any such taxes or assessments with the governmental body imposing the same, and American agrees to cooperate with Sky Chefs in connection with such contest.

2. All of the premiums that may be paid by American for Public Liability, Property Damage, Fire and Extended Coverage Insurance related to the Premises. American shall furnish to Sky Chefs, at Sky Chefs' request, due proof of its payment of such premiums.

3. All other payments related to the Premises of whatsoever nature made by American arising with respect to the period after the commencement of the term of this Agreement. To the extent that such payments relate to both the Premises and other property owned, leased, used or operated by American, such payments shall be allocated in good faith and on a basis consistent with current practice.

Article V.

Sky Chefs' Operations on the Premises.

A. For and during the term of this Sublease, Sky Chefs shall:

1. Procure, maintain and comply with all licenses, certificates, permits and other authorizations needed by Sky Chefs in and for its operation.

2. Be responsible for the determination of employees' wages, salaries, employee benefits and working hours, as well as for the appearance and actions of its officers, employees, agents and representatives.

3. Keep the Premises and all fixtures, furniture, furnishings, equipment and improvements and all heating and air conditioning outlets and installations located in or servicing the Premises in a clean, pest and vermin free, and orderly condition and appearance in accordance with American's reasonable specifications. Notwithstanding the foregoing, for so long as Sky Chefs is supplying Catering Services to American at the Airport pursuant to the Catering Agreement, the provisions of the Catering Agreement shall govern and the provisions of this paragraph 3 shall not be applicable.

Article VI.

Utilities and Services.

Sky Chefs, at its sole cost and expense, shall pay for all utilities including, but not limited to, water, gas, heat, light, power, telephone and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Sky Chefs, Sky Chefs shall pay a reasonable proportion to be determined by American of all charges jointly metered on or to the Premises. Sky Chefs has the right to dispute any of such charges determined by American.

Article VII.

Maintenance.

Sky Chefs accepts the Premises on the date hereof, in their present condition and repair, "as is", and acknowledges that, except as otherwise contained herein, American has made no representations with respect thereto. Sky Chefs shall, at its own expense, promptly make all necessary repairs, alterations and replacements, structural or nonstructural (other than those required as a result of American's, its officers', agents', employees', invitees', servants', successors' or assigns' negligence) to the Premises which are reasonably required so as to maintain the Premises in good order and condition, reasonable wear and tear and damage by fire or unavoidable casualty excepted and in compliance with federal, state, county and municipal statutes and ordinances and with all rules, codes directives, laws and regulations of governmental bodies having jurisdiction over the Premises. In the event that Sky Chefs fails to make any required repair within ten (10) days after receiving written notice from American that such repair is needed, or in the event that Sky Chefs fails within ten (10) days to commence and thereafter diligently complete such repair, American may, without being obliged so to do, make such repairs and Sky Chefs shall thereafter promptly reimburse American for all expenses incurred on account thereof.

Article VIII.

Alterations.

A. Sky Chefs may not make any alteration, addition or improvement, without the prior written approval of American, which approval shall not be unreasonably withheld or delayed, and where required by the Ground Lease, the approval of Chicago, the Commissioner of Aviation and the Commissioner of Public Works of the City of Chicago. All alterations, additions or improvements upon the Premises shall, unless American elects otherwise, become the property of American and shall remain upon and be surrendered with the Premises upon the expiration of this Sublease or any extension thereof. At the time Sky Chefs requests American's approval for any alteration, addition or improvement to the Premises, American will notify Sky Chefs whether it will require Sky Chefs to remove prior to expiration of the term of this Sublease at its own cost and expense such alterations, additions or improvements proposed to be made by Sky Chefs upon the Premises. If American has elected, as set forth above, to make Sky Chefs remove any such alterations, additions or improvements at the expiration of this Sublease, then Sky Chefs shall remove, prior to the expiration of this Sublease and at its own cost and expense, such alterations, additions or improvements and Sky Chefs shall repair any damage to the Premises incurred thereby.

B. American shall have the right to close, move or alter any common way, including, but not limited to, entrances, exits, passages, halls, corridors, aisles, stairways, elevators, or escalators, or to restrict or change the traffic on or through any such common way. Notwithstanding the foregoing, American will not materially interfere with Sky Chefs' use of or access to the Premises. Sky Chefs shall have no claim against American for any such action, nor shall such action by American release Sky Chefs from any of its obligations under this Sublease.

*Article IX.**Right of Entry.*

American, its employees, representatives and contractors, shall have the right to enter the Premises at all reasonable times for the purpose of performing any of its obligations under the Ground Lease, of determining whether Sky Chefs has properly performed its obligations under this Sublease, of gaining access to and egress from premises not leased to Sky Chefs hereunder and performing such functions as may be necessary or convenient for the maintenance and operation of the Premises. If Sky Chefs is no longer supplying Catering Services to American at the Airport pursuant to the Catering Agreement then American will give Sky Chefs reasonable notice of the exercise of its rights under this Article.

*Article X.**Statutes and Ordinances.*

Sky Chefs will comply with all federal, state, county and municipal statutes and ordinances and with all rules, regulations, orders and directives of governmental bodies having jurisdiction over the Premises which relate to the Premises or to American's or Sky

Chefs' use or occupancy thereof and perform, at its own expenses, all obligations imposed thereby.

Article XI.

Damage to or Destruction of Premises.

If the Premises, or any part thereof, are damaged or destroyed by fire or other casualty so as to render them wholly or substantially unusable, Sky Chefs shall observe and perform all terms, covenants and conditions with respect to the repair, restoration or replacement of the Premises on the part of American to be performed under the Ground Lease and the Lease and Agreement. Where, under the Ground Lease or the Lease and Agreement, American had the right to elect whether or not to repair, restore or replace the Premises, Sky Chefs may, with American's prior written consent, which consent shall not be reasonably withheld, make such election on American's behalf, provided that if Sky Chefs shall elect to repair, restore or replace the Premises, the repair, restoration or replacement thereof shall be Sky Chefs' sole responsibility and obligation and shall be done at its sole cost and expense. Where, by reason of damage to or destruction of the Premises, American has the right, under the Ground Lease and the Lease and Agreement, to terminate the Ground Lease and the Lease Agreement, Sky Chefs may, with American's prior written consent, which consent shall not be unreasonably withheld or delayed, make such election on American's behalf, provided that prior to making such election, Sky Chefs shall have paid all sums required to be paid by American to Chicago, Skyhare or any other person (including, without limitation, the holders of any indebtedness, the proceeds of which were used to finance the construction of the Premises or any part thereof or a trustee for such holders) in connection with such termination of the Ground Lease and the Lease Agreement. Upon termination of the Ground Lease and the Lease Agreement in accordance with the preceding sentence, this Sublease shall thereupon terminate.

If Sky Chefs receives any insurance proceeds in connection with any damage or destruction to the Premises, Sky Chefs shall apply such insurance proceeds in accordance with the requirements of the Ground Lease and the Lease and Agreement. To the extent that neither the Ground Lease nor the Lease and Agreement specifies the manner in which such insurance proceeds must be applied, Sky Chefs shall pay such insurance proceeds to American and American shall allocate such insurance proceeds equitably between American and Sky Chefs as their interests shall appear.

Article XII.

Indemnity.

Sky Chefs shall use due care and diligence in all activities and operations conducted in or about the Premises and will defend, indemnify and hold American and Chicago, their officers, agents, employees, invitees, servants, successors and assigns, harmless from and against any and all claims, causes of action, suits, liens, losses, losses of use, damages, liabilities and expenses (including reasonable legal fees and expenses) which may be suffered by, accrue against, be charged to or recoverable from American or Chicago, their officers, agents, employees, invitees, servants, successors or assigns, by reason of loss or damage to property, or injury to or death of any person, arising out of or in connection with

the use or occupancy of the Premises by Sky Chefs, its officers, agents, employees, invitees, servants, successors or assigns, incurred by American or Chicago as the result of any breach by Sky Chefs, its officers, agents, employees, invitees, servants, successors or assigns, of any covenant or condition of this Sublease.

Article XIII.

Insurance.

Sky Chefs, at its own cost and expense, shall maintain during the term of this Sublease policies of insurance of the types and in amounts reasonably acceptable to American and Chicago with insurers of recognized responsibility. Fire and extended coverage insurance shall in no event be less than 100% of replacement cost of the Premises and such policy shall also provide coverage for Sky Chefs' contents of the Premises. Sky Chefs shall also maintain comprehensive liability insurance with a limit of not less than Twenty-five Million Dollars. The liability policies shall (a) name American and Chicago as additional insureds, (b) specifically insure the liability assumed by Sky Chefs hereunder, (c) be primary without right of contribution from any insurance carried by American or Chicago hereunder, and (d) provide for thirty (30) days' written notice prior to cancellation or material change. Each party hereby releases the other party (which term as used in this Article includes the employees, agents, officers and directors of the other party) from all liability whether for negligence or otherwise in connection with any loss covered by any fire and/or extended coverage insurance policies which the releasor carries with respect to the Premises for any interest or property therein or thereon, but only to the extent that such loss is collected under fire and/or extended coverage insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releasor to recover thereunder. Each party agrees that its insurance policies aforesaid will include such a provision so long as the same shall be obtained without any extra cost, or if extra cost shall be charged therefor, so long as the party for whose benefit the clause or endorsement is obtained shall pay such extra cost. If extra cost shall be charged therefor, each party shall advise the other of the amount of the extra cost and the other party at its election may pay the sum, but shall not be obligated to do so. Each party agrees to use its best efforts to obtain such a provision. Sky Chefs shall also maintain Workers' Compensation and Employer's Liability coverage as may be required by law. Certificates evidencing the above coverages and special endorsements shall be provided American and Chicago prior to the date hereof, and annually thereafter.

Article XIV.

*Applicability of Ground Lease and Lease and
Agreement and Catering Agreement.*

A. This agreement is subject and subordinate to the terms, covenants and conditions contained in the Ground Lease and the Lease and Agreement, except the provisions as to rental and such other terms, covenants and conditions as are not relevant or applicable or are specifically inconsistent with the terms hereof (the "Excluded Provisions"). Sky Chefs shall observe and perform all of the terms, covenants and conditions contained in the Ground Lease and Lease and Agreement upon the part of the tenant therein named to be

performed, except for the Excluded Provisions, and agrees that all of the terms, covenants and conditions of the Ground Lease and Lease and Agreement upon the part of the tenant therein named to be performed, except for the Excluded Provisions, are hereby incorporated herein with the same force and effect as if herein set forth in full. Wherever the term "Lessee", or however else the same may be expressed, occurs in said Ground Lease or Lease and Agreement, the same shall be deemed to refer to Sky Chefs, and the term "Lessor", or however else the same may be expressed, as used therein shall refer to American. and any activity proposed by Sky Chefs, which would, under the Ground Lease, require prior written consent of the Commissioner of Aviation and City Council, will require prior written consent of American and the Commissioner of Aviation and the City Council. Any activity proposed by Sky Chefs, which would, under the Lease and Agreement require prior written approval of Skyhare, will require prior written consent of American and Skyhare.

American does not assume any obligation to perform any of the terms, covenants and conditions contained in the Ground Lease on the part of Chicago to be performed, or in the Lease and Agreement on the part of Skyhare to be performed, and in the event that Chicago or Skyhare Corp., should fail to perform any of the terms, covenants and conditions contained in the Ground Lease or in the Lease and Agreement on their part to be performed, American shall be under no obligation or liability whatsoever to Sky Chefs. Sky Chefs shall have the right, in its own name and, with the prior written consent of American, which consent will not be unreasonably withheld or delayed, in American's name, to request performance of obligations required of Chicago under the Ground Lease and Skyhare under the Lease and Agreement directly from Chicago and Skyhare and to conduct such proceedings as may be required to obtain performance of such obligations. American agrees to cooperate with Sky Chefs in connection therewith and to execute such documents as may be reasonably required in connection therewith and Sky Chefs agrees to reimburse American for reasonable legal or other expenses incurred by American in connection with any legal proceedings in which American is required to join. In any event, Sky Chefs shall not be allowed any abatement or diminution of rent under this Sublease because of Chicago or Skyhare's failure to perform any of its obligations under the Ground Lease or the Lease and Agreement.

In any case where Chicago or Skyhare reserve a right or disclaim a liability under the Ground Lease or the Lease and Agreement, said right or disclaimer shall inure to the benefit of American as well as Chicago and Skyhare.

Sky Chefs further covenants and agrees to make its own arrangements with Chicago or Skyhare for additional services other than those which are required to be furnished by Chicago or Skyhare at its expense under the terms of the Ground Lease and the Lease and Agreement, such additional services to be paid for solely by Sky Chefs. In the event that, for whatever reason, the Ground Lease or Lease and Agreement is cancelled or terminated, the term of this Sublease shall automatically terminate simultaneously therewith.

If a dispute between American and Chicago arises because of an alleged breach by American of any of the terms, covenants or conditions of the Ground Lease, American will notify Sky Chefs of such dispute.

B. Sky Chefs covenants and agrees to perform all of the terms, covenants and conditions contained in the Catering Agreement with respect to the Premises.

Article XV.

Termination.

The occurrence of any of the following events shall be deemed a default by Sky Chefs and a breach of this Sublease:

1. The failure of Sky Chefs to pay rental and any other sums due and payable under this Sublease at the times and in the manner hereinabove provided, which failure shall continue for a period of ten (10) days after notice that such sums are due.
2. The failure of Sky Chefs to perform any of the terms, covenants and conditions contained in the Catering Agreement with respect to the Premises, within the applicable grace and notice periods, if any, and if such failure results in the exercise of American's option with respect to the Premises provided in Section 16 of the Catering Agreement.
3. The failure of Sky Chefs to perform any covenant or agreement hereunder (other than the covenant and agreement set forth in Article XIV, paragraph B hereof), which failure shall continue for a period of thirty (30) days after notice of such failure; provided, however, that if the condition is one which cannot reasonably be corrected within the said thirty (30) day period, Sky Chefs shall not be deemed to be in default under this provision of Article XV so long as Sky Chefs has promptly begun and is diligently pursuing the correction or remedy of the condition.
4. Subject to Article XVIII hereof, the assignment or transfer of this Sublease or any part thereof or right thereunder by Sky Chefs, or by operation of law, without the prior written approval of American and the Commissioner of Aviation, the City Council and Skyhare.
5. The subletting by Sky Chefs of the Premises or a part thereof, without the prior written approval of American and the Commissioner of Aviation, the City Council and Skyhare.
6. The filing of a petition by Sky Chefs or the filing of a petition against Sky Chefs, which petition is not discharged within sixty (60) days, for adjudication as a bankrupt.
7. The appointment of a receiver for Sky Chefs assets and continued possession or control thereof by such receiver for sixty (60) days.
8. The taking of Sky Chefs assets by a court pursuant to proceedings brought under a federal reorganization act and continued possession or control thereof by such court for sixty (60) days.
9. The insolvency of Sky Chefs.

10. Subject to Article XVIII hereof, the reorganization, composition, liquidation, consolidation, dissolution, succession or merging of Sky Chefs which results in a change of corporate control and the resulting entity is unacceptable to American.

11. The filing of any lien against the Premises because of any act or omission of Sky Chefs and the lien is not removed within thirty (30) days after Sky Chefs receives notice of the filing of any such lien from American or any other source.

12. The voluntary abandoning, deserting, or vacating of Sky Chefs operations in the Premises.

Except as provided below, Sky Chefs hereby waives notice of default and demand for performance and possession of the premises as a condition to the exercise by American of its remedies hereunder under law. In the event of any such default, American may give Sky Chefs notice of American's intention to terminate this Sublease at the expiration of three (3) days from the date the notice is given, and, in the event such notice is given, this Sublease shall terminate upon the expiration of the said three (3) days with the same effect as if the last of the said three (3) days was the date originally fixed as the expiration date of the term of this Sublease, but Sky Chefs shall remain liable for damages as provided in this Sublease or pursuant to law.

No default by Sky Chefs shall be deemed waived unless it is in writing and signed by American.

Article XVI.

Surrender of Premises.

At the expiration or earlier termination of this Sublease, Sky Chefs shall surrender the Premises to American in good condition, broom clean, reasonable wear and tear and damage by fire or other unavoidable casualty excepted.

Article XVII.

Condemnation.

In the event the Premises or any part thereof are taken or condemned by any governmental body, this Sublease as to the part so taken or condemned shall terminate as of the date title shall vest in the condemnor and rental reserved herein shall abate proportionately as to the part taken, or shall cease if the entire Premises are taken. It is understood and agreed that Sky Chefs shall not be entitled to any compensation from American for such taking.

Article XVIII.

Assignment and Sublease.

Sky Chefs, its successors, assigns and legal representatives shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or

any part of Sky Chefs interest in this Sublease or in the Premises, without American's prior written consent. Any consent by American to any act of assignment or subletting shall be held to apply only to the specific transaction thereby authorized.

If Sky Chefs no longer supplies Catering Services to American from the Premises, Sky Chefs may transfer its interest in this Sublease by a merger or consolidation or sale or transfer of substantially all of the assets of Sky Chefs with the prior written consent of American, its successors or assigns, such consent not to be unreasonably withheld or delayed, provided that, after giving effect to such transaction, the resulting or acquiring corporation or entity has a net worth not less than the net worth of Sky Chefs immediately prior to such transaction.

Article XIX.

Notices.

Any notice, approval or consent which is given by either of the parties under the terms of this Sublease shall be in writing and shall be deemed sufficiently given if delivered by hand or sent by certified or registered mail, return receipt requested, as follows:

(a) When to American:

Attention: Vice President - Corporate
Real Estate
American Airlines, Inc.
P.O. Box 619616
Dallas/Fort Worth Airport
Dallas, Texas 75261-9616

By Hand:

M. D. 3H57
4200 American Boulevard
Fort Worth, Texas 76155

(b) When to Sky Chefs:

Attention: Vice President - Properties
Sky Chefs
601 Ryan Plaza Drive
Building B
Arlington, Texas 76012

(c) When to Skyhare:

Attention: Dick Silver
Legal Department
Skyhare Corporation
c/o Merrill, Lynch, Hubbard,

Incorporated
2 Broadway
New York, New York 10004

(d) When to Chicago:

Attention: Commissioner of Aviation
Aviation Department of the City of
Chicago
Aviation Department
City Hall
121 North LaSalle
Chicago, Illinois

Article XX.

Approval By.

This Sublease is conditioned upon written consent being obtained from the Commissioner of Aviation, the City Council, Teachers Insurance and Annuity Association, and Skyhare. In the event that the Commissioner of Aviation, the City Council, Teachers Insurance and Annuity Association and Skyhare do not give their consent by _____ this Sublease shall thereafter be of no force or effect. American will use whatever reasonable efforts may be required to obtain such consent.

Article XXI.

Quiet Enjoyment.

Sky Chefs, on paying the rent and performing each and every covenant, agreement, term, provision and condition contained in this Sublease shall quietly enjoy the Premises for the term specified herein.

Article XXII.

Legal Action.

If American or Sky Chefs brings an action to enforce the terms of this Sublease or seeks a declaration of rights under this Sublease and prevails in any such action, on trial or appeal, American or Sky Chefs, as the case may be, shall be entitled to its reasonable attorneys' fees to be paid by Sky Chefs or American, as the case may be, its successors or assigns, as fixed by the Court.

Article XXIII.

Binding Effect.

The covenants and agreements contained in this Sublease shall apply to, enure to the benefit of and be binding upon American and Sky Chefs their respective successors in interest and legal representatives, except as expressly otherwise provided therein.

In Witness Whereof, the parties hereto have caused this Sublease to be executed and attested by their duly authorized officers.

[Signature forms omitted for printing purposes.]

Exhibit C.

Agreement of Assignment.

Assignment, dated as of this _____ day of _____, 1986, by and between Skyhare Corp., a Delaware corporation ("Skyhare") to American Airlines, Inc., a Delaware corporation ("American").

Witnesseth:

Whereas, by a Ground Lease Agreement, dated October 8, 1969, as supplemented by a Consent and Agreement, dated December 30, 1970 by the City of Chicago (the "Ground Lease"), Sky Chefs, Inc., a Delaware corporation ("Sky Chefs") leased from the City of Chicago ("Chicago") certain premises and facilities (the "Premises") at the Chicago-O'Hare International Airport; and

Whereas, by an Assignment of Lease, dated January 15, 1971, Sky Chefs assigned its interest in the Ground Lease to Skyhare; and

Whereas, Skyhare and American desire that Skyhare assign its interest in the Ground Lease to American, effective as of the date on which all sums secured by the Mortgage, dated January 15, 1971, between Skyhare and Teachers Insurance and Annuity Association of America (the "Mortgage") shall have been paid or the Mortgage shall have otherwise been satisfied (the "Mortgage Satisfaction Date");

Now, Therefore, the parties agree as follows:

1. In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Skyhare assigns and transfers to American all Skyhare's right, title and interest in, to and under the Ground Lease, effective as of the Mortgage Satisfaction Date.

2. Skyhare warrants that it has full power and lawful authority to assign, transfer, convey and set over the Ground Lease in the manner and form herein done or intended to be done, and that it has not assigned, transferred, conveyed, sublet or mortgaged its interest in the Ground Lease other than entering a Lease and Agreement, dated January 15, 1971, between Skyhare and Sky Chefs, and Assignment of Lease and Agreement, dated January 15, 1971, among Skyhare, Sky Chefs and Teachers Insurance and Annuity Association and the Mortgage.

3. (a) Subject to the restrictions contained in the Ground Lease, Skyhare, forthwith upon the execution and delivery of this Assignment and thereafter from time to time, will cause this Assignment and any instrument of further assurance requested by American to be recorded and re-recorded promptly in such manner and in such places as may be required by any present or future law in order to publish notice hereof and fully to protect the interest of American hereunder.

(b) Skyhare will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and instruments as American shall from time to time require for the better assuring, assigning, transferring, conveying, warranting and setting over to American the right, title and interest of Skyhare hereby assigned, transferred, conveyed, warranted and set over, or intended so to be.

(c) American will pay all filing and recording taxes and fees, if any, and all expenses incident to the preparation, execution and acknowledgement of every instrument referred to in paragraphs 3(a) and 3(b), and all federal, state, county and municipal stamp taxes, and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Assignment or any such instrument.

4. American hereby agrees to perform or cause to be performed all obligations imposed by the Ground Lease upon the tenant thereunder from and after the Mortgage Satisfaction Date.

All the grants, covenants, terms and provisions in this Assignment shall run with the Premises and shall apply to and bind the successors and assigns of Skyhare and shall be binding upon and inure to the benefit of the successors and assigns of American.

In Witness Whereof, Skyhare and American have caused this instrument to be executed by their officers thereunto duly authorized as of the date first above written.

[Signature forms omitted for printing purposes.]

Schedule A.

Basic Rent Payments.

Each installment of Basic Rent payable during that portion of the Term beginning with the date hereof, and ending with May 30, 1988 shall be \$155,638.17 and shall be payable in arrears ten (10) days prior to the last day of each February, May, August and November occurring during such period, beginning with the date hereof and ending with May 30, 1988.

[Annex 2 printed on page 29071 of this Journal.]

AUTHORITY GRANTED FOR LEASE OF CITY-OWNED
EQUIPMENT TO SWAN VALLEY FOODS,
LIMITED.

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

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provided that Urban Development Action Grants may be made available to cities to fund projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, On April 4, 1979, American Pouch Food Company, Inc. was awarded an Urban Development Action Grant Number B-00-AA-17-0020 in the amount of \$300,000. The grant was secured by certain equipment used in manufacturing retortable food pouches; and

WHEREAS, On November 7, 1980, American Pouch Food Company, Inc. filed for Chapter 11 Bankruptcy Reorganization and through the Bankruptcy proceeding the City of Chicago was given back its collateral, listed above; and

WHEREAS, Title to the retortable food pouch equipment is still held by the City; and

WHEREAS, Swan Valley Foods, Ltd. has proposed to establish a new food processing business located in an economically depressed area on the southside of the City at 700 East 107th Street; and

WHEREAS, The new business would initially employ 225 persons; and

WHEREAS, Swan Valley Foods, Ltd., agrees to maintain the equipment in the City of Chicago during the course of the lease; and

WHEREAS, Swan Valley Foods, Ltd. will make an initial investment of \$400,000 in the City of Chicago; and

WHEREAS, Swan Valley Foods, Ltd. agrees to lease from the City of Chicago the A.C.M.A. Model 722/I/SP. Form/Fill/Seal Retortable Pouch Machine, Serial No. 95324, the Chain Filler for Solid Product; and

WHEREAS, The lease will extend for a period of 5 years with monthly payments in the amount of \$1,245.51; and

WHEREAS, The agreement with Swan Valley Foods, Ltd. will allow the City of Chicago to recover approximately 20% on its original U.D.A.G. loan; and

WHEREAS, Swan Valley Foods, Ltd., has a commitment from the Federal Government for an \$8 million contract; and

WHEREAS, The Federal Government contract requires that Swan Valley Foods, Ltd. be the lessee of the equipment by April 10, 1986; now, therefore,

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

SECTION 1. That the City of Chicago be allowed to enter into a lease with Swan Valley Foods, Ltd. for a period of 5 years with monthly payments of \$1,245.51 with option to buy for the amount of \$1.00 at the final lease payment.

SECTION 2. The Mayor and the Commissioner of the Department of Economic Development are further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effect the terms of the lease.

SECTION 3. 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, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH K & K ABRASIVES, INCORPORATED
AND BRONSON AND BRATTON, INCORPORATED,
FOR LAND WRITE DOWN ASSISTANCE IN
ACQUISITION OF PROPERTY LOCATED
AT 5153-5161 SOUTH MILLARD
AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement with K & K Abrasives, Incorporated and Bronson and Bratton, Incorporated for \$27,000 in land write down assistance in the acquisition of property located at 5153-5161 South Millard Avenue.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Plan for Economic Development ("Plan") has been approved by the United States Department of Commerce, and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for the use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; and

WHEREAS, The Economic Development Commission of the City of Chicago, pursuant to the Plan and pursuant to a resolution adopted February 11, 1986, has approved a redevelopment project which obligates the City of Chicago to financially assist Carl and Edward Kaplan, owners of K & K Abrasives, Inc. ("Company") in the acquisition of land and a building for the purpose of expanding the business of K & K Abrasives, Inc.; and

WHEREAS, Carl and Edward Kaplan, owners of the Company have caused to be executed a contract of sale with Bronson and Bratton, Inc. to acquire land and a building located at 5153-5161 South Millard Street, Chicago, Illinois 60632 as part of the business expansion plans of the Company, which is expected to result in the employment of approximately 6 additional persons within 36 months of the acquisition; now, therefore,

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

SECTION 1. That the Commissioner of Economic Development is authorized to enter into and execute on behalf of the City of Chicago, upon review by the Corporation Counsel as to form and legality, a Redevelopment Agreement which will obligate the City of Chicago to assist the Company in the acquisition of the Property, said agreement to be substantially in the form attached hereto as Exhibit "A".

SECTION 2. That the Commissioner of Economic Development is further authorized to enter into and execute such additional agreements and documents as may be necessary and proper to implement the terms of the Redevelopment Agreement.

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

Redevelopment Agreement attached to this ordinance reads as follows:

Exhibit "A"

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 1986, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."), American National Bank and Trust Company, not personally but as Trustee under Trust Number U/T 66534 ("Purchaser"), the sole beneficiaries of which are Carl and Edward Kaplan ("Beneficiary"), owners of K & K Abrasives, Inc., with offices presently located at 525 West 76th Street, Chicago, Illinois 60620, and Bronson and Bratton, Inc., with offices at 220 Shore Drive, Hinsdale, Illinois 60521 ("Seller").

Recitals:

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

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

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

Whereas, Seller and Purchaser have executed an agreement dated _____ ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 5153-5161 South Millard Street, Chicago, Illinois 60632 ("Property") for the total amount of \$325,000.00, which Property Purchaser will acquire in order to expand its current operations consisting of the manufacture and distribution of industrial abrasives ("Project"); and

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

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated February 11, 1986, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 15 permanent jobs, and create an estimated 6 new permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

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

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$0.50 times the total square footage of the Property as determined by a plat of survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall: (i) prepare the Property for expansion of its current use as a manufacturing and distribution facility, consisting of approximately 54,000 square feet of land and a building; (ii) develop plans and specifications for the expansion in conformity with all applicable state and local laws and regulations; (iii) use the property in accordance with applicable zoning laws; and (iv) complete the aforesaid expansion no later than _____.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately 21 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

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

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

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

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

Section VI. Evidence of Financing.

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

Section VII. Completion of Improvements.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than _____.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser, provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City to be taken or performed in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

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

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

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

Section XI. Limitation Upon Encumbrance of Property.

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

Section XII. Mortgagees Not Obligated to Construct.

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

Section XIII. Enforced Delay in Performance.

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

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

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

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

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

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

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

for any amount which may become due to Purchaser or its successor(s) or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

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

Section XVII. Default.

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

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipts of the aforesaid notice by the Purchaser, Purchaser shall, upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans.

(c) Notwithstanding anything herein to the contrary, Seller shall not be liable for any default of this Agreement except for a default of Seller under the Sale Contract.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex, age or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

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

(a) Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. Purchaser will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such

action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Purchaser agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

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

Section XXI. Miscellaneous.

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

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

If to City:	Department of Economic Development of the City of Chicago 20 North Clark Street, Suite 2800 Chicago, Illinois 60602 Attention: Commissioner
If to Purchaser:	K & K Abrasives, Inc.
prior to closing:	525 West 76th Street Chicago, Illinois 60620
after closing:	5153-5161 South Millard Street Chicago, Illinois 60635
If to Seller:	Bronson and Bratton, Inc. 220 Shore Drive Hinsdale, Illinois 60521

(c) If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of

such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

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

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH K & K
ABRASIVES, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan and security agreement with K & K Abrasives, Incorporated, whereby \$135,500.00 from the U. S. Department of Housing and Urban Development Section 108 Demonstration Loan Program will be lent to assist the company in the acquisition and development of property located at 5153-5161 South Millard Avenue as part of its business expansion program.

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, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and .

WHEREAS, The United States Department of Housing and Urban Development ("H.U.D.") has made available to the City of Chicago funds in the amount of \$1,121,500 to be used to make long term real estate mortgages to expanding businesses; and

WHEREAS, Carl and Edward Kaplan, owners of K & K Abrasives, Inc., an Illinois corporation, have made application to the Department of Economic Development to borrow \$135,500 for purposes of acquiring land and a building which will be used for the business expansion of K & K Abrasives, Inc., and which will result, among other things, in the creation of an estimated 6 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, By resolution dated February 11, 1986, the Economic Development Commission of the City of Chicago has approved a H.U.D. Section 108 loan for the business expansion of K & K Abrasives, Inc.: now, therefore,

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

SECTION 1. That the Commissioner of Economic Development is authorized to enter into and execute on behalf of the City of Chicago, upon the granting of adequate security and review by the Corporation Counsel as to form and legality, a H.U.D. 108 Loan and Security Agreement in the amount of \$135,500, said agreement to be substantially in the form attached hereto as Exhibit "A".

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

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

Exhibit A (Loan and Security Agreement) attached to this ordinance reads as follows:

Exhibit "A".

Loan and Security Agreement.

This Agreement made on the _____ day of _____, 1986 between the City of Chicago, Illinois, a home rule unit of government and municipal corporation, by and through its Department of Economic Development ("Lender"), with offices at 20 North Clark Street, Room 2800, Chicago, Illinois 60602, and American National Bank and Trust Company, not personally but as Trustee under Trust Number U/T 66534 ("Borrower"), the sole beneficiaries of which are Carl and Edward Kaplan ("Beneficiary"), owners of K & K Abrasives, Inc. ("K & K"), an Illinois corporation with offices at 525 West 76th Street, Chicago, Illinois 60620.

Recitals:

Whereas, the Department of Economic Development of the City of Chicago ("D.E.D."), was established on the 10th of February, 1982, by ordinance of the City Council of the City of Chicago; and

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

Whereas, D.E.D. has funds available to it from the United States Department of Housing and Urban Development ("H.U.D."), under Section 108 of the Housing and Community Act of 1974, as amended; and

Whereas, Borrower desires to borrow from Lender, and Lender desires to lend Borrower the sum of \$135,500 ("108 Loan") for purposes of assisting in the acquisition and rehabilitation of certain parcels of real estate located at 5153- 5161 South Millard Street, Chicago, Illinois 60632 ("Property"), pursuant to a resolution of the Economic Development Commission of the City of Chicago, dated February 11, 1986, said Property more particularly described in Exhibit "A" attached hereto and made a part hereof.

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

Section 1. The above recitals are expressly incorporated into this agreement by reference.

Section 2. General Definitions and Terms.

1. "Affiliate" shall mean any "Person" (hereinafter defined), in which one or more stockholders of K & K, "Subsidiary" (hereinafter defined), and/or "Parent" (hereinafter defined), jointly and/or severally, now or at any time or times hereafter have an equity or other ownership interest equal to or in excess of 50% of the total equity of or other ownership in interest in such Person.

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

3. "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumental, division, agency, body or department thereof, including without limitation, D.E.D.), taxes, levies assessments, charges, liens, claims or encumbrances upon and/or relating to the "Security" (hereinafter defined), Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

4. "Financials" shall mean all those financial statements described herein.

5. "Indebtedness" shall mean all obligations and liabilities of Borrower to any Person (including without limitation all debts, claims and indebtedness), whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time

hereafter owed, due or payable, however evidenced, created, incurred, acquired or owing and however arising.

6. "Other Agreements" shall mean all Agreements, instruments and documents, including without limitation, guarantees, mortgages, deeds of trust, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements and all other written matter heretofore, now, and/or from time to time hereafter executed by or on behalf of Borrower, and delivered to Lender by Borrower.

7. "Parent" shall mean any corporation now or at any time or times hereafter owning or controlling (alone or with K & K, any "Subsidiary" as hereinafter defined, and/or any other "Person" as hereinafter defined,) at least a majority of the issued and outstanding stock of K & K or any Subsidiary thereof.

8. "Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether national, state, county, city, or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

9. "Subsidiary" shall mean any corporation at least a majority of whose issued and outstanding stock, now or at any time or times hereafter, is owned by Borrower, K & K and/or one or more Subsidiaries.

Except as otherwise defined in this Agreement, all words, terms and/or phrases used herein shall be defined by the applicable definition thereof in the Uniform Commercial Code, as adopted in the State of Illinois.

10. Borrower covenants, warrants and represents to Lender that all representations and warranties of Borrower contained in this Agreement and the Other Agreements shall be true at the time of Borrower's execution, delivery, and acceptance thereof by the parties thereto, and the closing of the transactions described therein or related thereto, and shall be true from the time of Borrower's execution of this Agreement to the end of the original term and each renewal term hereof (if any).

11. This Agreement and the Other Agreements may not be modified, altered or amended except by an agreement in writing, signed by Borrower and Lender. Borrower may not sell, assign or transfer this Agreement or the Other Agreements, or any portion thereof without Lender's prior written consent, which Lender may or may not give, at its sole discretion. Borrower hereby consents to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, or the Other Agreements, or any portion thereof.

12. Lender's failure at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an "Event of Default" (hereinafter defined), by Borrower, under this Agreement or the Other Agreements, shall not suspend, waive or affect any other Events of Default by Borrower under this Agreement or the Other Agreements, whether the same is prior of subsequent thereto, and whether of the same or

of a different type. None of the undertakings, Agreements, warranties, covenants and representations of Borrower contained in this Agreement or the Other Agreements shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is given in writing and signed by Lender.

13. This Agreement and the Other Agreements shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender. This provision, however, shall not be deemed to modify Paragraph 12 hereof.

14. Except as otherwise specifically provided in this Agreement, Borrower waives presentment, demand and protest, and notice of presentment, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all commercial paper, contract rights, documents, instruments, chattel paper, and guarantees at any time held by Lender on which Borrower may in any way be liable and hereby ratifies and confirms whatever Lender may do in this regard.

15. The provisions of the Other Agreements are incorporated in this Agreement by reference. Except as otherwise provided in this Agreement or the Other Agreements, any provision contained in this Agreement which is found to be in conflict with any provision in the Other Agreements shall govern and control.

16. Until Lender is notified by Borrower to the contrary in writing by registered or certified mail directed to Lender's principal office, the signature upon this Agreement or upon any of the Other Agreements shall bind Borrower and be deemed to be the act of Borrower in accordance with resolution duly adopted by Borrower's Board of Directors.

Section 3. Loan.

1. The 108 Loan shall be made upon the following terms and conditions:

(A) the principal sum shall be \$135,500;

(B) the term shall be 15 years;

(C) the rate of interest charged per annum shall be 1% above the interest charged Lender by HUD established as of the date of this Agreement;

(D) principal payments together with interest thereon shall commence on the 1st day of the 1st full month following the execution date of this Agreement, and shall be due and payable on said 1st day of each succeeding month thereafter until paid in full. Interest shall be pro-rated in the event proceeds are disbursed after the 1st day of the month;

(E) the 108 Loan is to be applied by the Borrower as part payment for acquisition and rehabilitation of the Property;

(F) the 108 Loan shall be secured as provided in Section 4 of this Agreement, and Borrower shall execute, or cause to be executed, at Lender's request, a mortgage,

assignments of leases and rents, and such other documents as Lender may reasonably request, and in form suitable for recording with the Cook County Recorder of Deeds;

(G) Lender agrees to subordinate its 108 Loan to the loan of Heritage- Pullman Bank ("Senior Lender") in an amount not to exceed \$162,500, plus additional sums as may be actually advanced upon Borrower's failure to perform its obligations under said Senior Lender's loan;

(H) Borrower agrees that it will cause all of K & K's current outstanding loans and/or liens to be subordinated to the 108 Loan, if such subordination is necessary to assure that Lender occupies no less than a second secured lien position on all of the collateral described in Section 4 (the "Collateral"). Documents satisfactory to Lender, showing Borrower's compliance with this provision, shall be furnished by Borrower no later than the date of closing this 108 Loan.

2. All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral, and all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender.

3. Borrower warrants and represents to Lender that Borrower shall use the proceeds of all loans made by Lender to Borrower pursuant to this Agreement and the Other Agreements, solely for legal and proper business purposes (as duly authorized by K & K's Board of Directors), and consistent with all applicable federal, state and local laws.

4. Borrower hereby authorizes and directs Lender to disburse, for and on behalf of Borrower, and for Borrower's account, the proceeds of the loan(s) made by Lender to Borrower pursuant to this Agreement.

Section 4. Security.

1. Security for the 108 Loan shall consist of a mortgage, in favor of Lender, upon the Property, including but not limited to all buildings, fixtures and equipment; assignments of leases and rents; and all other business assets of Borrower ("Security"). The Security may be subordinated to the mortgage and assignments of the Senior Lender in an amount not to exceed \$162,500. Instruments evidencing the Lender's security interest in the Security shall include a clause providing that a default under any other mortgage of Borrower pertaining to the Property, which is not cured in a timely manner under the terms thereof, shall constitute a default under the 108 Loan.

2. Borrower warrants and represents to and covenants with Lender that:

(a) Lender's security interest in the Security is now, and at all times hereafter shall be, perfected and have a priority;

(b) the offices and/or location where Borrower keeps the Security are at the location set forth on Exhibit "A" attached hereto and made a part hereof, and Borrower shall keep any books and records concerning the security at the aforementioned location. Borrower shall not remove the Security nor any such books and records from said location, nor shall Borrower keep any of such books and records at any other location(s)

unless Borrower gives Lender written notice thereof at least 30 days prior thereto, and said other location is within the continental United States of America;

(c) all books, records and other documents relating directly to the receipt and disbursement of this 108 Loan shall be subject to audit and examination by a duly authorized representative of Lender or of the U. S. Department of Housing and Urban Development. Such right shall extend until one year after the total amount of the 108 Loan, including principal and all accrued interest, is repaid by Borrower to Lender;

(d) that the address specified in Exhibit "A" hereto includes and designates K & K's chief executive office, chief place of business and other offices and places of business, and are Borrower's sole offices and places of business. Borrower, by written notice delivered to Lender at least thirty (30) days prior thereto, shall advise Lender of Borrower's opening of any new office or place of business, or its closing of any existing office or place of business, and any new office or place of business shall be within the continental United States of America.

3. Upon an Event of Default (as set forth in Section 9 below) which is not timely cured, Lender, in its sole and absolute discretion, without waiving or releasing any obligation, liability or duty of Borrower under this Agreement or the Other Agreements or any Event of Default, may at any time or times hereafter, but shall be under no obligation to, pay, acquire, and/or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person against the Security. All sums paid by Lender in respect thereof and all costs, fees and expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto incurred by Lender on account thereof, shall be payable by Borrower to Lender, on demand.

4. Borrower shall execute and/or deliver to Lender, at any time and from time to time hereafter, at the request of Lender, all Agreements, instruments, documents and other written matter (hereinafter individually and/or collectively referred to as "Supplemental Documentation"), that Lender may reasonably request, in a form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest in the Security and to consummate the transactions contemplated by this Agreement and the Other Agreements.

5. Borrower shall furnish Lender with a commitment for an A.L.T.A. policy for mortgage title insurance in the amount of \$135,500 insuring that Lender will be the holder of a second lien on the Property, free of encumbrances and other exceptions to title other than those approved in advance by Lender and not subordinated to any interest except the interest of the construction Lender and succeeding permanent Lender in an amount not to exceed the amount permitted in this Agreement.

In addition, Borrower shall furnish to Lender insurance policies, forms and amounts with coverages satisfactory to the first mortgagee, insuring the Property against loss or damage by fire or other casualty, under the "all risk" form of coverage with extended coverage and for such other hazards as Lender may require and naming Lender as loss payee. Said policies shall contain mortgage loss payable clauses, reasonably satisfactory to Lender, naming Lender as mortgagee, subject to first mortgage, which policies shall not be

cancellable, terminable or subject to amendment without at least 30 days' prior written notice to Lender.

Further, Borrower shall keep and maintain at its sole cost and expense whatever flood hazard insurance may be required by Lender as a condition precedent to procuring this 108 Loan, or in lieu thereof, Borrower warrants and represents to and covenants with Lender that it will comply with the flood insurance purchase requirements of section 102 (a) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1973, the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution, all as amended from time to time.

6. Upon an Event of Default, Borrower irrevocably hereby makes, constitutes and appoints Lender (and all Persons designated by Lender for the purpose) as Borrower's true and lawful attorney (and agent-in-fact) to sign the name of the Borrower on the Supplemental Documentation and to deliver the Supplemental Documentation to such Persons as Lender in its sole and absolute discretion may elect.

7. Lender (by any of its officers, employees and/or agents) shall have the right at any time or times during Borrower's usual business hours, to inspect the Security and all related records to verify the condition of said Security. After an Event of Default, all costs, fees and expenses incurred by Lender, or for which Lender has become obligated, in connection with such inspection and or verification shall be payable by Borrower to Lender.

Section 5. Warranties, Representations and Covenants.

1. Except as disclosed in the Financials, Borrower warrants and represents to and covenants with Lender that:

(a) Borrower is, and at all times hereafter shall be, a corporation duly organized and existing in good standing under the laws of the state of its incorporation as represented at the beginning of this Agreement and qualified or licensed to do business in all other states in which the law thereof require Borrower to be so qualified and/or licensed;

(b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement and the Other Agreements;

(c) the execution, delivery and/or performance by Borrower of this Agreement and the Other Agreements shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable or a breach of any provision contained in Borrower's Articles of Incorporation or By-laws or contained in any agreement, instrument or document to which it is, or may become, bound;

(d) Borrower has, and at all times hereafter shall have, good, indefeasible and merchantable title to and ownership of the Security, free and clear of all liens, claims, security interests and encumbrances except those of Lender or Senior Lender;

(e) Borrower is now, and at all times hereafter shall be, solvent and able to pay its debts as they mature, and Borrower now owns, and at all times hereafter shall own,

property the fair salable value of which is greater than the amount required to pay Borrower's indebtedness to Lender under this Agreement;

(f) Borrower now has, and shall have at all times hereafter, capital sufficient to carry on its business and transactions, and all business and transactions in which it is about to engage;

(g) there are no actions or proceedings which are pending or threatened against Borrower which might result in any material and adverse change in its financial condition or materially affect its assets or the Security;

(h) Borrower is not subject to the renegotiation of any government contracts;

(i) Borrower possesses adequate assets, licenses, patents, copyrights, trademarks and trade names to continue to conduct its business as previously conducted by it, and Borrower will not be in breach of any, if Lender should exercise any of its rights pursuant to this Agreement against the Security;

(j) Borrower has, and is in good standing with respect to, all government permits, certificates, consents, and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties as now owned or operated by it;

(k) Borrower is not a party to any contract or agreement or subject to any charge, corporate restriction, judgment, decree or order materially and adversely affecting its business, property, assets, operations, or condition, financial or otherwise;

(l) Borrower is not in violation of any applicable statute, regulation or ordinance of the United States of America, of any state, city, town, municipality, county or of any other jurisdiction, or of any agency thereof, in any respect materially and adversely affecting its business, property, assets, operations, or condition, financial or otherwise;

(m) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound;

(n) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower and such other Persons described therein as of and for the periods endings on such date and have been prepared in accordance with generally accepted accounting principles consistently applied; and

(o) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the date of the Financials.

2. Borrower warrants and represents to and covenants with Lender that Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter:

(a) grant a security interest in, assign, sell or transfer any of the Security to any person, or permit, grant or suffer or permit a lien, claim or encumbrance upon any of the Security;

(b) permit or suffer any levy, attachment or restraint to be made affecting any of the Security;

(c) permit or suffer any receiver, trustee or assignee for the benefit of creditors to be appointed to take possession of any of the Security;

(d) merge or consolidate with or acquire any Person;

(e) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness or affects the Security;

(f) other than in the ordinary course of its business (which may include the acquisition of securities or assets in an on-going business of a similar nature), make any investment in the securities of any Person, provided, however, Borrower may make investments in certificates of deposit of a banking institution having a net worth in excess of \$10,000,000 or in securities of the United States of America or commercial paper with a P1 rating (all of the foregoing maturing within one year);

(g) guarantee or otherwise in any way become liable with respect to the obligations or liabilities of any person except by endorsement of instruments or items of payment for deposit to the general account of Borrower or for delivery to Lender on account of Borrower's Liabilities;

(h) make any material change in Borrower's capital structure or in any of its business objectives, purposes and operations which might, in any way, adversely affect the repayment of Borrower's Liabilities;

(i) other than as specifically permitted in or contemplated by this Agreement, pledge, mortgage, sell, lease or otherwise encumber any of Borrower's assets;

(j) make distributions of Borrower's property or assets.

3. Borrower shall promptly pay when due all of the Charges; Borrower shall not permit the Charges to arise and to remain, and will promptly discharge the same. In the event that Borrower at any time hereafter shall fail to pay the Charges or to obtain such discharge, Borrower shall so advise Lender thereof in writing; Lender may, without waiving or releasing any obligation or liability of Borrower hereunder or Event of Default, in its sole and absolute discretion, at any time thereafter, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto. Any expenses, including reasonable attorney's fees, court costs, and other charges relating thereto which Lender may incur in exercising its rights under this paragraph 3, shall be payable by Borrower to Lender.

Notwithstanding anything contained in this Agreement to the contrary, Borrower may permit or suffer the Charges to attach to its assets and may dispute, without prior payment thereof, the Charges provided that Borrower, in good faith, shall be contesting the same in an appropriate proceeding and if the same are in excess of \$5,000 in the aggregate at any time during the original term or any renewal term, Borrower will give Lender such additional Security and assurances as Lender, in this exclusive, sole and absolute right and discretion, deems necessary under the circumstances.

4. Borrower covenants with Lender that Borrower shall keep books of account and prepare financial statements and shall cause to be furnished to Lender the following (all of the foregoing and following to be kept and prepared in accordance with generally accepted accounting principles consistently applied):

(a) as soon as available, but not later than 120 days after the close of the fiscal year of Borrower, a balance sheet of Borrower as at the end of, and the related statement of operations for, such year and a reconciliation of capital for such year, all certified by a firm of independent certified public accountants; or, in the event such audited financial statements have not been compiled, a financial statement certified by a duly authorized officer of K & K, until the period set forth in Section 4 of the Agreement;

(b) in addition, the Borrower agrees to submit to Lender quarterly and/or semi-annual financial statements of K & K prepared in accordance with generally accepted accounting principles consistently applied, as requested by Lender;

(c) such other data and information (financial and otherwise) as Lender, from time to time, may request bearing upon or related to the Security, Borrower's financial condition and/or results of operations.

Section 6. Assurance of Projected Jobs.

Borrower will use its best efforts to create or cause to be created approximately six (6) full-time, permanent job opportunities after completion of the project for which this 108 Loan is being granted.

Borrower will use its best efforts to maintain approximately 15 present full-time, permanent job opportunities, as well as the creation of the 6 new job opportunities.

Borrower shall report in writing to Lender as Lender may from time to time require, on the numbers and kinds of such jobs maintained, created and filled.

Section 7. Labor Standards.

If building or facilities are to be constructed or improved with funds provided under this 108 Loan, K & K will meet, and all other parties entering into agreements with K & K for the construction or improvement of facilities or buildings shall be required by K & K in all such agreements to meet, the labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276 a-5) and Borrower shall use its best efforts to employ not less than 50% of construction workers from residents of the City of Chicago, and shall utilize not less than 25% minority owned businesses on subcontracts executed by Borrower.

Section 8. Accessibility to the Handicapped.

If construction of part or all of K & K's facilities is to be financed, in whole or in part, by this 108 Loan, K & K agrees to comply with the accessibility to the handicapped standards found in 41 CFR 101-19.6.

Section 9. Default.

1. The occurrence of any one of the following events shall constitute a default ("Event of Default") by Borrower under this Agreement:

(a) if Borrower fails or neglects to perform, keep or observe any term, provision, condition, covenant, warranty or representation contained in this Agreement or in the Other Agreements, which is required to be performed, kept or observed by Borrower and the same is not cured within 30 days after the mailing of written notice thereof from Lender to Borrower;

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

(c) if Borrower fails to pay Borrower's Liabilities, when due and payable or when declared due and payable, for a period of 30 days therefrom;

(d) if the Security or any other of Borrower's assets are attached, seized, subjected to a writ of distress warrant, or are levied upon, or come within the possession of any receiver, trustee, custodian, or assignee for the benefit of creditors and the same is not terminated or dismissed within sixty (60) days thereafter;

(e) if Borrower shall make an assignment for the benefit of its creditors or if any case or proceeding is filed by Borrower for its dissolution or liquidation;

(f) if Borrower is enjoined, restrained or in any way prevented, by court order, from conducting all or any material part of its business affairs, or if a petition under any section or chapter of the Bankruptcy Act or any similar law or regulation is filed against Borrower, or if any case or proceeding is filed against Borrower for its dissolution or liquidation, and such injunction, restraint, or petition is not dismissed or stayed within sixty (60) days after the entry or filing thereof;

(g) if an application is made by Borrower for the appointment of a receiver, trustee or custodian for the Security or any other of Borrower's assets;

(h) if an application is made by any person other than Borrower for the appointment of a receiver, trustee or custodian for the Security or any other of Borrower's assets and the same is not dismissed within sixty (60) days after the application therefor;

(i) except as permitted in Section 4 above, if notice of lien, levy or assessment is filed of record with respect to all or any of Borrower's assets by the United States or any department, agency or instrumentality thereof or by any state, county, municipality or

government agency, of any taxes or debts owing at any time or times hereafter to any one of them becomes a lien or encumbrance upon the Security or any other of Borrower's assets and the same is not released within thirty (30) days after the same becomes a lien or encumbrance; or

(j) if Borrower is in default in the payment of Senior Lender's loan and such default is declared and is not cured within the time, if any, specified therefor in any agreement governing the same.

2. All of Lender's rights and remedies under this Agreement and the Other Agreements are cumulative and nonexclusive.

3. Upon an Event of Default and the expiration of any applicable cure period, Lender, in its sole and absolute discretion, may declare the 108 Loan immediately due and payable, and proceed to exercise any one or more of the rights and remedies accruing to it under this Agreement.

4. Any notice required to be given by Lender of a sale, lease, other disposition of the Security or any other intended action by Lender, deposited in the United States mail, postage prepaid and duly addressed to Borrower at the address specified in Section 12 below not less than ten (10) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Borrower thereof.

5. Upon an Event of Default, Borrower agrees that Lender may, if Lender deems it reasonable, postpone or adjourn any such sale from time to time by an announcement at the time and place of sale or by announcement at the time and place of such postponed or adjourned sale, without being required to give a new notice of sale. Borrower agrees that Lender has no obligation to preserve Borrower's rights against third parties with rights prior to Borrower in the Security.

6. If at any time on or after an Event of Default Lender employs counsel for advice or other representation:

(a) with respect to the Security, this Agreement or the Other Agreements,

(b) to represent Lender in any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene, or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other Person) in any way or respect relating to the Security, this Agreement, the Other Agreements or Borrower's affairs,

(c) to enforce any rights of Lender against Borrower or any other Person which may be obligated to Lender by virtue of this Agreement or the Other Agreements, including, without limitation the obligors, and/or

(d) to attempt to enforce Lender's security interest in the Security,

the reasonable attorney's fees arising from such services and all expenses, costs, charges and other fees of such counsel or of Lender in any way or respect arising in

connection with or relating to any of the events described in this paragraph shall be paid by Borrower to Lender.

Section 10. Disclaimer of Relationship.

The Borrower agrees that nothing contained in this Agreement nor any act of the Lender or of the U.S. Department of Commerce, Economic Development Administration, or of any of the parties, shall be deemed or construed by any of the parties or by third persons, to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or of any association or relationship involving Lender.

Section 11. Time of the Essence.

Time is of the essence under this Agreement.

Section 12. Notice.

All notices required to be given hereunder shall be given by certified or registered United States mail, postage prepaid, and addressed as follows:

If to Lender:

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

If to Borrower:

K & K Abrasives, Incorporated
525 West 76th Street
Chicago, Illinois 60620
Attention: Carl Kaplan

Section 13. Governing Law.

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

Section 14. Severability.

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

In Witness Whereof, the parties hereto have caused this Agreement to be signed in their names and on their behalf as of this _____ day of _____.

[Signature forms omitted for printing purpose.]

AUTHORITY GRANTED FOR APPROPRIATION OF FUNDS UNDER
1986 MOTOR FUEL TAX PROGRAM FOR VARIOUS
PROJECTS.

The Committee on Finance submitted a report recommending that the City Council pass eight proposed ordinances transmitted therewith, authorizing the appropriation of funds under the 1986 Motor Fuel Tax Program for various projects.

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

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

Nays -- None.

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

Bridge Maintenance.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate \$6,000,000.00 from the part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for the maintenance, repair and painting of existing bridges, viaducts and appurtenances related thereto, including exterior lighting and electronic visual aids, located in the City of Chicago, for the period beginning January 1, 1986 and ending December 31, 1986 and the said sum to be kept in an account separate from other Motor Fuel Tax Fund accounts, and to be divided into five categories as follows:

- A. For repair of an emergency nature and miscellaneous repairs.
- B. For minor repairs and preventive maintenance, movable bridges.
- C. For minor repairs and preventative maintenance of fixed bridges.
- D. For major repairs.
- E. For the preparation of studies, designs, plans and estimates for the repair of existing bridges, viaducts and appurtenances related thereto.

SECTION 2. The Commissioner of Public Works is authorized to expend from said funds the amounts necessary for the maintenance of each listed structure or group of structures

as set forth in Section 1 above. The City Comptroller shall set up a separate account for each structure or group of structures as set forth in Section 1 above.

The Commissioner of Public Works shall not expend or authorize the expenditure for any class of work for any sum in excess of the amount set forth opposite each structure or group of structures and the City Comptroller shall not authorize the payment of any vouchers in excess of said amounts without in each case having had the prior approval of the City Council. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering to be performed by the Bureau of Engineering and incidental costs, including the employment of testing engineers, and consulting engineers, for the payment of other expenses in connection with said purposes, and to cause said work to be done by the Bureau of Engineering by day labor or under contract. At the written request of the Commissioner of Public Works, upon requisition issued by the Bureau of Engineering, accompanied by plans and specifications therefore the City Purchasing Agent is authorized to advertise and receive bids for such work, materials, supplies and equipment as may be requested by said Commissioner of Public Works.

The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace or adjust any part of the water-distributing system, street-lighting system, signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall charge the cost thereof to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance. In connection with the performance of the work herein authorized together with the supervision, inspection and engineering therefor, authority is granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith. If it should become necessary to remove, relocate, replace and adjust any party of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two 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 7. This ordinance shall be in force and effect from and after its passage.

Repairs to 100th Street Drawbridge over Calumet River.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of \$250,000.00 from the City's share of the Motor Fuel Tax funds for structural repair to the 100th Street Drawbridge over the Calumet River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary costs, including the employment of testing engineers, consulting engineers and other persons and the payment of other expenses in connection with the project authorized hereby. This work to be done by day labor or contract at the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Transportation of the State of Illinois.

In connection with the performance of the work herein authorized together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

SECTION 3. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District No. 1 of said Division of Highways.

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

Repairs to Canal Street Drawbridge over Chicago River.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of \$150,000.00 from the City's share of the Motor Fuel Tax funds for structural repair to the Canal Street Drawbridge over the South Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary costs, including the employment of testing engineers, consulting engineers and other persons and the payment of other expenses in connection with the project authorized hereby. This work to be done by day labor or contract at the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Transportation of the State of Illinois.

In connection with the performance of the work herein authorized together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

SECTION 3. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District No. 1 of said Division of Highways.

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

Repairs to Adams Street Drawbridge Over Chicago River.

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of \$200,000.00 from the City's share of the Motor Fuel Tax funds for structural repair to the Adams Street Drawbridge over the South Branch of the Chicago River.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary costs, including the employment of testing engineers, consulting engineers and other persons and the payment of other expenses in connection with the project authorized hereby. This work to be done by day labor or contract at the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering accompanied by the plans and specifications therefor, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefor, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Transportation of the State of Illinois.

In connection with the performance of the work herein authorized together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

SECTION 3. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 4. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 5. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois through the District Engineer of District No. 1 of said Division of Highways.

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

Traffic Lane Line Maintenance.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to expend the sum of \$381,600 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Traffic Lane Line Maintenance of Improved Streets, County Highways by day labor during the period commencing January 1, 1986.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any voucher in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such subject project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is 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 for District No. 1 of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Street Sign Maintenance.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to expend the sum of \$158,400.00 from that portion of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for Traffic and Street Sign Maintenance of Improved Streets, County Highways by day labor during the period commencing January 1, 1986 and ending December 31, 1986.

SECTION 2. Motor Fuel Tax funds allocated for this project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of

the amount shown and the City Comptroller shall not authorize the payment of any voucher in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate account for each project utilizing standard account classifications acceptable under generally accepted accounting principals with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is 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 Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Traffic Signal Energy Charges City Wide.

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to expend the sum of \$1,600,000 from that portion of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for Traffic Signal Energy Charges City Wide during the period commencing January 1, 1986 and ending December 31, 1986.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any voucher in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each monthly billing accounting principals.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is 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 Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

Sidewalk Repair 1986.

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

SECTION 1. Authority is hereby given for the maintenance and repair of existing sidewalks with the exception of those that are vaulted. Where necessary, the project shall include the adjustment of drainage structures and other municipally owned utilities. The project shall be known as "Sidewalk Repair 1986".

SECTION 2. The City of Chicago will share equally with the owners of the property abutting defective sidewalks in the costs of the maintenance and repairs. In addition the City of Chicago will pay 75% of the cost of sidewalk repair for those Senior Citizens 65 years of age and over and disabled persons that qualified for a property tax relief grant under the "Senior Citizen and Disabled Persons Property Tax Relief Act" who own and occupy single family residences or apartment buildings of four (4) units or less. There is allocated from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago, the sum of \$2,200,000.00 which shall be the City's cost of the maintenance and repairs.

SECTION 3. The Commissioner of Public Works is hereby authorized to formulate and publish all necessary rules and regulations for, to receive applications for, to make investigations and surveys for, to prepare specifications and estimates for and to supervise the maintenance and repair of the sidewalks, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 4. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the project when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 5. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City Department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the project in Section 2 of this ordinance.

SECTION 6. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 7. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 8. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

ALLOCATION FOR MOTOR FUEL TAX FUNDS AMENDED FOR
VARIOUS CITY-WIDE PROJECTS.

The Committee on Finance submitted ten proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, amending the allocation of Motor Fuel Tax Funds for new street construction, new alley construction and traffic signals at various locations.

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

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

Nays -- None.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Amendment of an Ordinance Providing for Expenditure of
Motor Fuel Tax Funds for Construction and
Engineering Authorized for New Street
Construction, 78-05031-00-PV.*

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

SECTION 1. That the ordinance passed by the City Council on April 13, 1984 and appearing on pages 5947 and 5948 of the Council Journal, providing for the construction and engineering of M.F.T. Project No. 78-05031-00-PV, be amended to increase the

allocation of Motor Fuel Tax Funds from \$1,285,000.00 to \$1,455,000.00 so that Section 1 of the said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Four Hundred and Fifty-five Thousand Dollars (\$1,455,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1978-14 M.F.T. Project No. 78-05031-00-PV, in the construction and engineering of the following new streets:

S. Christiana Avenue	W. 112th Place to W. 111th Street
S. Spaulding Avenue	W. 112th Place to W. 111th Street
S. Sawyer Avenue	W. 112th Place to W. 111th Street
S. Albany Avenue	W. 113th Street to W. 111th Street
S. Sacramento Avenue	W. 113th Street to W. 111th Street
W. 113th Street	S. Kedzie Avenue to S. Troy Street
W. 112th Place	S. Homan Avenue to S. Kedzie Avenue

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

*Amendment of an Ordinance Providing for Expenditure of
Motor Fuel Tax Funds Authorized for New Street
Construction 1980-1 Motor Fuel Tax Project
No. 80-05038-00-PV.*

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

SECTION 1. That the ordinance passed by the City Council on July 9, 1984 and appearing on pages 8024 and 8025 of the Council Journal, providing for the engineering of M.F.T. Project No. 80-05038-00-PV, be amended to increase the allocation of Motor Fuel Tax Funds from \$74,900.00 to \$151,000.00 so that Section 1 of the said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to

allocate the sum of One Hundred and Fifty-one Thousand Dollars (\$151,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1980-1 M.F.T. Project No. 80-05038-00-PV, for the engineering and acquisition of additional land for right-of-way of the following new streets:

S. Harding Avenue	W. 111th Street to W. 110th Street
S. Springfield Avenue	W. 110th Street to W. 109th Street
S. Hamlin Avenue	W. 111th Street to W. 109th Street
S. Ridgeway Avenue	from legal limits south of W. 110th Street to W. 109th Street
S. Lawndale Avenue	W. 111th Street to W. 109th Street
S. Millard Avenue	W. 111th Street to W. 109th Street
S. Central Park Avenue	W. 111th Street to W. 109th Street
W. 110th St.	S. Springfield Avenue to S. Millard Avenue
W. 109th Place	S. Springfield Avenue to S. Hamlin Avenue

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

*Amendment of an Ordinance Providing for Expenditure of
Motor Fuel Tax Funds Authorized for New Street
Construction 1982-3 Motor Fuel Tax
Project No. 82-05044-00-PV.*

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

SECTION 1. That the ordinance passed by the City Council on April 25, 1985 and appearing on pages 15904, 15905 and 15906 of the Council Journal, providing for the engineering of M.F.T. Project No. 82-05044-00-PV, be amended to increase the allocation of Motor Fuel Tax Funds from \$157,000.00 to \$210,000.00 so that Section 1 of the said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Two Hundred and Ten Thousand Dollars (\$210,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1982-3 M.F.T. Project No. 82-05044-00PV, for the engineering and acquisition of additional land for the right-of-way of the following new streets:

S. Harding Avenue	W. 106th Street north to the first east-west alley south of W. 105th Street
S. Springfield Avenue	W. 107th Street to W. 104th Street
S. Avers Avenue	From its legal limits south of W. 104th Street to W. 104th Street
S. Hamlin Avenue	W. 105th Street to W. 103rd Street
S. Lawndale Avenue	W. 107th Street to W. 105th Street
S. Millard Avenue	W. 107th Street to north to existing pavement
W. 106th Street	S. Pulaski Road to S. Hamlin Avenue
W. 105th Street	S. Pulaski Road to S. Hamlin Avenue
W. 104th Street	S. Pulaski Road to S. Hamlin Avenue
W. 104th Street	S. Lawndale Avenue to S. Millard Avenue

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

*Amendment of an Ordinance Providing for Expenditure of
Motor Fuel Tax Funds for Construction Authorized
for New Alley Construction 1985-14
M.F.T. Project Number U-5041.*

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

SECTION 1. That the ordinance passed by the City Council on November 26, 1985 and appearing on pages 22919 and 22920 of the Council Journal, providing for the construction of New Alley Construction 1985-14 M.F.T. Project No. U- 5041, be amended to increase the allocation of Motor Fuel Tax Funds from \$78,000.00 to \$78,816.00 so that Section 1 of the said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Seventy-eight Thousand Eight Hundred Sixteen (\$78,816.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-14 M.F.T. Project No. U-5041, in the construction of the following new alleys:

Alley No. 1	Alley between W. 88th Street, W. 89th Street S. Paulina Street and S. Hermitage Avenue;
Alley No. 2	Alley between W. 88th Street, W. 89th Street S. Marshfield Avenue and S. Paulina Street;
Alley No. 3	Alley between C.R.I. & P. Railroad, W. 90th Street S. Marshfield Avenue and S. Paulina Street;
Alley No. 4	Alley between W. 101st Street, W. 102nd Street S. State Street and S. Lafayette Avenue.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

*Amendment of an Ordinance Providing for Expenditure of
Motor Fuel Tax Funds for Construction Authorized
for New Alley Construction 1985-18
M.F.T. Project Number U-5045.*

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

SECTION 1. That the ordinance passed by the City Council on November 26, 1985 and appearing on pages 22922 and 22923 of the Council Journal, providing for the construction

of New Alley Construction M.F.T. Project No. U-5045 be amended to increase the allocation of Motor Fuel Tax Funds from \$76,300.00 to \$84,500.00 so that Section 1 of the said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Eighty-four Thousand Five Hundred (\$84,500.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-18 M.F.T. Project No. U-5045, in the construction of the following new alleys:

Alley No. 1	Alley between E. 103rd Street, E. 104th Street S. Dr. Martin Luther King Jr. Drive and S. Calumet Avenue;
Alley No. 2	Alley between E. 104th Street, E. 105th Street S. Eberhart Avenue and S. Vernon Avenue;
Alley No. 3	Alley between E. 104th Street, E. 105th Street S. Vernon Avenue and S. Dr. Martin Luther King Jr. Drive;
Alley No. 4	Alley between W. 114th Place, W. 115th Street S. Elizabeth Street and S. Throop Street.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

*Amendment of an Ordinance Providing for Expenditure of
Motor Fuel Tax Funds for Construction Authorized
for New Alley Construction 1985-2
M.F.T. Project Number U-5025.*

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

SECTION 1. That the ordinance passed by the City Council on November 26, 1985 and appearing on pages 22910 and 22911 of the Council Journal, providing for the construction of New Alley Construction 1985-2 M.F.T. Project No. U- 5025, be amended to increase the

allocation of Motor Fuel Tax Funds from \$55,000.00 to \$57,351.00 so that Section 1 of the said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Fifty-seven Thousand Three Hundred Fifty-one (\$57,351.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Alley Construction 1985-2 M.F.T. Project No. U-5025, in the construction of the following new alleys:

Alley No. 1	Alley between W. Pratt Avenue, N. Onarga Avenue N. Olympia Avenue and N. Oxford Avenue;
Alley No. 2	Alley between W. Berwyn Avenue, W. Foster Avenue N. Oketo Avenue and N. Osceola Avenue;
Alley No. 3	Alley between W. Thorndale Avenue, W. Ardmore Avenue N. Ozark Avenue and N. Canfield Avenue;
Alley No. 4	Alley between W. Estes Avenue, W. Greenleaf Avenue N. Wolcott Avenue and N. Damen Avenue.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

*Amendment of an Ordinance Providing for Expenditure
of Motor Fuel Tax Funds for Construction
Authorized for New Construction
1985-5 M.F.T. Project Number
U-5028.*

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

SECTION 1. That the ordinance passed by the City Council on November 26, 1985 and appearing on page 22912 of the Council Journal providing for the construction of New Alley Construction 1985-5 M.F.T. Project No. U-5028, be amended to increase the allocation of Motor Fuel Tax Funds from \$94,000.00 to \$96,554.00 so that Section 1 of said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Ninety-six Thousand Five Hundred Fifty- four (\$96,554.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1985-5 M.F.T. Project No. U-50-28, in the construction of the following new alleys:

Alley No. 1	Alley between E. 85th Street, S. South Chicago Avenue S. Yates Boulevard and S. Oglesby Avenue;
Alley No. 2	Alley between E. 80th Street, E. 81st Street S. Bennett Avenue and S. Constance Avenue;
Alley No. 3	Alley between E. 84th Street, E. 84th Place S. Cregier Avenue and S. East End Avenue;
Alley No. 4	Alley between S. Anthony Avenue, E. 89th Street S. Yates Avenue and S. Oglesby Avenue.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

*Amendment of an Ordinance Providing for Expenditure
of Motor Fuel Tax Funds for Construction
Authorized for New Alley Construction
1985-7 M.F.T. Project Number
U-5030.*

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

SECTION 1. That the ordinance passed by the City Council on November 26, 1985 and appearing on pages 22913 and 22914 of the Council Journal providing for the construction of New Alley Construction 1985-7 M.F.T. Project No. U- 5030, be amended to increase the allocation of Motor Fuel Tax Funds from \$139,000.00 to \$164,173.00 so that Section 1 of said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Sixty-four Thousand One Hundred Seventy-three (\$164,173.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1985-5 M.F.T. Project No. U-50-30, in the construction of the following new alleys:

Alley No. 1	Alley between W. 108th Street, W. 109th Street S. Eggleston Avenue and S. Normal Avenue;
Alley No. 2	Alley between W. 108th Street, W. 109th Street S. Normal Avenue and S. Parnell Avenue;
Alley No. 3	Alley between W. 90th Street, W. 91st Street S. Aberdeen Street and S. May Street;
Alley No. 4	Alley between E. 91st Street, E. 92nd Street S. Yates Avenue and S. Oglesby Avenue.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

*Amendment of an Ordinance Providing for Expenditure
of Motor Fuel Tax Funds for Construction
Authorized for New Alley Construction
1985-10 M.F.T. Project Number
U-5033.*

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

SECTION 1. That the ordinance passed by the City Council on November 26, 1985 and appearing on page 22916 of the Council Journal, providing for the construction of New Alley Construction 1985-10 M.F.T. Project No. U-5033, be amended to increase the allocation of Motor Fuel Tax Funds from \$102,000.00 to \$102,356.00 so that Section 1 of said ordinance shall read as follows:

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to

allocate the sum of One Hundred Two Thousand Three Hundred Fifty-six (\$102,356.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1985-10 M.F.T. Project No. U-5033, in the construction of the following new alleys:

Alley No. 1	Alley between E. 120th Street, E. 120th Place S. Indiana Avenue and S. Michigan Avenue;
Alley No. 2	Alley between E. 125th Place, E. 126th Place S. Indiana Avenue and S. Edbrooke Avenue;
Alley No. 3	Alley between W. 111th Street, W. 111th Place S. Aberdeen Street and S. Racine Avenue;
Alley No. 4	Alley between W. 111th Street, W. 112th Street S. Normal Avenue and S. Parnell Avenue.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

*Allocation of Motor Fuel Tax Funds Amended for Traffic
Control Signals at West 95th Street and South
Parnell Avenue.*

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

SECTION 1. That an ordinance passed by the City Council on July 6, 1983, appearing at C.J.P. p. 467, and a subsequent amendment passed by the City Council on May 15, 1985, appearing at C.J.P. p. 16014, which allocated Motor Fuel Tax Funds for engineering and installation of a traffic control signal at West 95th Street and South Parnell Avenue be amended. Furthermore, that a duplicate ordinance for the same project passed by the City Council on November 14, 1984, appearing at C.J.P. p. 10882, be repealed in its entirety. The figures shown in the May 15, 1985 ordinance are hereby deleted as shown in brackets and the figures in italics are hereby added as follows to reflect the total cost of the installation project:

Intersection	Estimated Cost
West 95th Street and South Parnell Avenue	(\$104,500) <u>\$70,000</u>

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The operating department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized, and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the District Engineer of District 1 of said Division of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass thirteen proposed orders transmitted therewith, authorizing the installation of water mains at specified locations.

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, Sherman, Garcia, Krystyniak, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Volini, Orr, Stone -- 45.

Nays -- None.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West School Street from North Kilpatrick Avenue to North Cicero Avenue; 787 feet of 8-inch ductile iron water main, at the total estimated cost of \$83,341.76 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00229.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Perry Avenue from West 108th Street to West 108th Place and in South Perry Avenue from West 109th Street to West 109th Place; 625 feet of 8-inch ductile iron water main, at a total estimated cost of \$79,769.91 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00234.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 27th Street from South Pulaski Road to South Keeler Avenue and from South Tripp Avenue to South Kolin Avenue; 1977 feet of 8-inch ductile iron water main, at the total estimated cost of \$202,414.10 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00223.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Homan Avenue from West 38th Street to West Pershing Road; 631 feet of 12-inch ductile iron water main, at the total estimated cost of \$77,502.00 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00185.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 54th Street from South Damen Avenue to South Ashland Avenue; 2,598 feet of 8-inch ductile iron water main, at the total estimated cost of \$238,643.30 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00286.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 51st Place from South Western Avenue to South Oakley Avenue and in South Oakley Avenue from West 51st Place to West 51st Street; 756 feet of 8-inch ductile iron water main, at the total estimated cost of \$51,706.81 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. 71588.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 57th Street from South Stewart Avenue to South Wells Street; 1,048 feet of 8-inch ductile iron water main, at the total estimated cost of \$118,323.71 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00235.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Komensky Avenue from West 32nd Street to 490 feet S.S.L. of West 32nd Street; 548 feet of 8-inch ductile iron water main at the total estimated cost of \$69,219.51 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00277.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 92nd Street between South Drexel Avenue and South Dobson Avenue; 665 feet of 8-inch ductile iron water main at the total estimated cost of \$78,317.63 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00282.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Kildare Avenue between West 24th Place and West 26th Street; 998 feet of 8-inch ductile iron water main at the total estimated cost of \$101,499.92 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00204.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Waveland Avenue from North Kedzie Avenue to North Sacramento Avenue; 1,315 feet of 8-inch ductile iron water main, at a total estimated cost of \$146,960.32 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. This work is to be done under Order No. A-00260.

Ordered. That the Commissioner of Water is hereby authorized to install water mains in South Campbell Avenue from West 38th Street to 280 feet N.N.L. of West 38th Street; 302 feet of 8-inch ductile iron water main, at a total estimated cost of \$38,080.61 chargeable to the Capital Improvement Account Number 200 -- (7930) -- Construction. The above work is to be done under Order No. A-00280.

Ordered. That the Commissioner of Water is hereby authorized to install water mains in West Foster Avenue (extended), from 2292 feet W.W.L. of North East River Road to 185 feet W.W. R.O.W. of the Soo Line R.R. and along the Soo Line R.R. from 18 feet N. of L. of West Foster Avenue (extended) to 1900 feet north; 7040 feet of 48-inch prestressed concrete cylinder water main and 5,004 feet of 84-inch tunnel at a total estimated cost of \$6,197,800.00 chargeable to the Capital Improvement Account Number 200 -- 8285(7930).557. The above work is to be done under Order No. 71585.

AUTHORITY GRANTED FOR WAIVER OF CHARGES FOR CITY
SERVICES INVOLVING WELCOME HOME TO VIETNAM
VETERANS PARADE.

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:

That all charges for City services involving the Welcome Home to Vietnam Veterans Parade to be held on June 13, 1986, is hereby waived.

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

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

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY LIGHTS
AT SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass two proposed orders for installation of alley lights as specified locations.

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

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

Nays -- None.

The following are said orders as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a light pole in the alley back of the premises located at 2019 South California Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an "alley light" east of North Winchester Avenue between Nos. 4910 and 4912. Diagram is attached.

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL LICENSE
FEE FOR SPECIAL POLICEMEN EMPLOYED BY NOT-
FOR-PROFIT INSTITUTIONS.

The Committee on Finance submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, granting authority for reduction in the annual license fee for special policemen employed by not-for-profit institutions.

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

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

Nays -- None.

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

Mercy Hospital and Medical Center.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs thirty-five Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Mercy Hospital and Medical Center
Stevenson Expressway at King Drive.

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

Rush-Presbyterian St. Luke's Medical Center.

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs 90 Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Rush-Presbyterian St. Luke's Medical Center
1755 West Congress Parkway.

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

**AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS.
CANCELLATION OF EXISTING WATER RATES AND
REFUND OF VARIOUS FEES FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.**

The Committee on Finance, to which had been referred (January 30 and March 25, 1986), sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, cancellation of existing water rates and refund of various fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

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

Nays -- None.

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

FREE PERMITS.

Associated Talmud Torahs of Chicago School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Associated Talmud Torahs of Chicago School, 3021 W. Devon Avenue for installation of fire alarms on the premises known as 3021 W. Devon Avenue.

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

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

Our Lady Mother of the Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Our Lady Mother of the Church, 8747 W. Lawrence Avenue for remodeling and renovating the church building on the premises known as 8747 W. Lawrence Avenue.

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

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

Saint Mary of the Woods Parish.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Mary of the Woods Parish, 7033 N. Moselle Avenue for remodeling former convent on the premises known as 7033 N. Moselle Avenue.

Said building shall be used exclusively for religious and parish 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.

CANCELLATION OF EXISTING WATER RATES.

Christ Cathedral Baptist Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioners of Water and Sewers are hereby authorized to cancel existing water charges in the amount of \$26.25 for the period from September 25 to November 20, 1985 charged to the Christ Cathedral Baptist Church, 445 W. 111th Street.

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

Christian Methodist Baptist Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against the Christian Methodist Baptist Church, 2800 E. 79th Street.

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

Dr. Max Dolnick Community Center.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized to cancel all existing water rates assessed against the Dr. Max Dolnick Community Center, 6122 N. California Avenue.

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

Polish American Congress.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against the Polish American Congress, 5844-5848 N. Milwaukee Avenue.

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

Reverend J. Rainey

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against Rev. J. Rainey, 7851 S. Burnham Avenue.

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

REFUND OF FEES.

Chinese American Service League Day Care Center.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$75.00 to the Chinese American Service League Day Care Center, 310 W. 24th Place, representing payment of license fee for the period of 1985-1986 (expiring April 30, 1986).

Northwestern Memorial Hospital.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$5,939.10 to the Northwestern Memorial Hospital, Superior Street and Fairbanks Court, representing payment of Building Permit fee No. 659335 for the installation of additional elevators at 250 E. Superior Street, Wesley Pavilion.

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 March 25, 1986, 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
All Saints Church 10809 South State Street	D1-419613 (Sign)	\$23.00
American Ukranian Association Incorporation, 2455 West Chicago Avenue	F4-520595 (Mech. Vent.)	72.50
Bethany Hospital (sundry locations)	A1-512073 (Elev.)	450.00
	F4-528585 (Mech. Vent)	19.00
	P1-508978 (Fuel Burn Equip.)	195.00
Catholic Charities 719 North LaSalle Street	A1-412438 (Elev.)	90.00
Chicago Historical Society 1615 North Clark Street	D1-521230 (Sign)	16.00
Corpernicus Foundation 5216 West Lawrence Avenue	B3-503371	34.00
	B3-503372	34.00
	B3-503373 (Pub. Place of Assmb.)	34.00

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Name and Address	Warrant Number and Type of Inspection	Amount
Virginia Frank Child Development Center, 3033 West Touhy Avenue	F4-531412 (Mech. Vent.)	\$19.00
Gordon Restaurant 512 North Clark Street	D4-495267 (Sign)	552.62
Illinois Institute of Technology (sundry locations)	D1-526781	28.00
	D1-527638	28.00
	D1-527883	28.00
	D1-528274	28.00
	D1-529856	28.00
	D1-530511	28.00
	D1-531800	28.00
	D1-531944	28.00
	D1-532024	28.00
	D1-532055 (Sign)	28.00
Inner City Compact 2704 West North Avenue	B1-521594 (Bldg. Insp.)	172.50
	F4-32370 (Mech. Vent.)	108.50
	P1-311654 (Fuel Burn. Equip.)	40.00
Lutheran School of Theology 100 East 55th Street	B1-419462 (Bldg. Insp.)	126.00
	B1-420280 (Bldg. Insp.)	103.50
Northwestern Memorial Hospital	A1-412533	30.00

Name and Address	Warrant Number and Type of Inspection	Amount
520 West 36th Street]	(Elev.)	
	P1-412194 (Fuel Burn. Equip.)	\$238.00
ORT Resale Shop 3326 North Lincoln Avenue	D1-413445 (Sign)	93.00
Quigley Prep Seminary 103 East Chestnut Street	A1-511517 (Elev.)	30.00
Ravenswood Hospital Medical Center (sundry locations)	A1-413702	150.00
	A1-413718	90.00
	A1-505090 (Mech. Vent.)	66.00
	D1-517778	43.00
	D1-517779	16.00
	D1-517780	16.00
	D1-517781	16.00
	D1-517782	16.00
	D1-517783	16.00
	D1-518147 (Sign)	28.00
	P1-503955	268.00
	P1-504302 (Fuel Burn. Equip.)	1,249.00
	F4-517705 (Mech. Vent.)	130.00
Resurrection Hospital (sundry locations)	A1-414362	180.00
	A1-414367	30.00

Name and Address	Warrant Number and Type of Inspection	Amount
	A1-414368 (Mech. Vent.)	\$390.00
	P1-407632 (Fuel Burn. Equip.)	40.00
Saint Benedict High School 2215 West Irving Park Road	A1-413423 (Elev.)	30.00
	A1-413441 (Elev.)	30.00
Daughters of St. Mary's Providence, 4250 North McVicker	A1-506422	120.00
	A1-506444 (Elev.)	45.00
St. Walter Church and School 11711 South Western Avenue	(P1-414450 (Fuel Burn. Equip.)	116.00
Louis A. Weiss Memorial Hospital, 4600 North Clarendon Avenue	A1-300558 (Elev.)	75.00

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

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

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, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 29127 through 29129
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

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/09/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	MARVIN J	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/85 100.00
AIRHART	JOE M	POLICE OFFICER	FOURTH DISTRICT	12/13/85 166.00
ANGLE JR	EDMUND L	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	11/18/85 15.00
AUGUSTYN	LARRY J	POLICE OFFICER	SECOND DISTRICT	12/29/85 92.00
AULET	CARLOS J	POLICE OFFICER	ELEVENTH DISTRICT	12/30/85 1158.50
BARANGO	ANTHONY J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/17/85 152.00
BELLA	GREGORY A	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/85 76.00
BERETA	WALTER B	POLICE OFFICER	SEVENTH DISTRICT	12/10/85 223.00
BICKEL	RAYMOND	POLICE OFFICER	INTERSECTION CONTROL UNIT	12/17/85 161.50
BRADY	CHARLES J	POLICE OFFICER	THIRD DISTRICT	12/08/85 142.00
BRINN	LEONARD R	POLICE OFFICER	TWENTIETH DISTRICT	12/08/85 77.00
BRODERDORF	RAY E	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/04/85 44.00
BROWNE	JAMES D	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	12/27/85 185.80
BUTLER	JAMES	POLICE OFFICER	TENTH DISTRICT	10/11/85 2099.21
CAPPITELLI	PHILLIP L	POLICE OFFICER	TWENTIETH DISTRICT	12/23/85 117.00
CASEY	MICHAEL J	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/06/85 60.00
CEGIELSKI	MICHAEL M	POLICE OFFICER	FIFTH DISTRICT	11/05/85 215.04
CIECHON	MICHAEL J	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/15/85 55.00
CLEATON	DARRYL	POLICE OFFICER	THIRD DISTRICT	12/23/85 800.74
CLOONAN	JAMES	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/30/85 301.85
COCHRAN	WILLIE B	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	12/19/85 105.00
COLVIN	PATRICK	POLICE OFFICER	FIFTH DISTRICT	12/24/85 324.50
CUMMINGS	CYNTHIA B	POLICE OFFICER	TENTH DISTRICT	12/02/85 74.00
DELEON	FREDDIE	POLICE OFFICER	THIRTEENTH DISTRICT	12/28/85 61.00
DELGADO	PATRICIA	POLICE OFFICER	RECRUIT TRAINING	12/12/85 168.00
DEROSA	PAUL	POLICE OFFICER	EIGHTEENTH DISTRICT	12/23/85 175.00
DIGLES	GREGORY	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	9/03/85 1196.00
DILLON	JAMES	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/85 255.00
DIXON	DANIEL	POLICE OFFICER	FIFTH DISTRICT	12/30/85 103.07
FALBO	ANGELO B	POLICE OFFICER	NINETEENTH DISTRICT	12/09/85 59.75
FORTINO	SCOTT	POLICE OFFICER	TWENTIETH DISTRICT	11/16/85 138.00
FURMANEK	JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	11/20/85 1268.00
GALVIN	DENNIS A	POLICE OFFICER	FOURTEENTH DISTRICT	6/17/84 214.58
GAMEZ	ROBERT M	POLICE OFFICER	ELEVENTH DISTRICT	12/29/85 92.00
GARCIA	MARIO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/21/85 162.00
GLEES	HENRY J	POLICE OFFICER	SIXTH DISTRICT	12/21/85 184.75
GLYNN	MARY M	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	12/21/85 304.00
GOLDEN	JOHN K	POLICE OFFICER	FOURTH DISTRICT	7/09/85 35.00
GOMEZ	RAFAEL L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/10/85 227.00
GROSS	EDWARD F	POLICE OFFICER	CRIME LABORATORY DIVISION	11/05/85 104.50
GUERRA	FRANK	SERGEANT	THIRTEENTH DISTRICT	3/09/83 41.50
HACKETT	PATRICK J	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/31/85 161.00
HAMILTON	MARJORIE E	POLICE OFFICER	TWENTIETH DISTRICT	12/18/85 151.90
HANSELMAN	THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	12/15/85 178.50
HARAN	MICHAEL J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/15/85 223.25
HEISE	LAWRENCE	POLICE OFFICER	NINTH DISTRICT	12/10/85 61.00
HICKEY	PHILIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/04/85 27.76
HOBAN	THOMAS E	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/02/85 89.18
HOLLAND	ROBERT E	POLICE OFFICER	SIXTH DISTRICT	12/16/85 109.35

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/09/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HRDLICKA	PATRICK	POLICE OFFICER	SEVENTEENTH DISTRICT	12/22/85 178.00
HUERTA	ERNESTO R	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	12/19/85 97.00
ISDELL	WILLIAM	POLICE OFFICER	OHARE SECURITY	12/11/85 328.50
KACHKA	JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/16/85 15.00
KEARNEY	MICHAEL F	POLICE OFFICER	THIRTEENTH DISTRICT	12/07/85 90.00
KING	SYLVESTER	POLICE OFFICER	ELEVENTH DISTRICT	12/05/85 110.00
KIRBY	MICHAEL J	POLICE OFFICER	SIXTEENTH DISTRICT	12/23/85 74.75
KLEIN	HENRY	POLICE OFFICER	FIFTH DISTRICT	12/24/85 323.82
KLUSMAN	JOHN H	POLICE OFFICER	FOURTEENTH DISTRICT	12/07/85 195.25
KOSIEK	EUGENE	POLICE OFFICER	EIGHTEENTH DISTRICT	12/02/85 475.00
KROYER	EDWARD	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/01/85 14.27
LIZCANO	ENRLQUE	POLICE OFFICER	THIRD DISTRICT	12/04/85 38.00
LOHMAN	ROBERT J	POLICE OFFICER	RECRUIT TRAINING	6/08/85 142.00
LYKINS	THERESA A	POLICE OFFICER	RECRUIT TRAINING	9/30/85 32.00
MAHER	MICHAEL W	POLICE OFFICER	ELEVENTH DISTRICT	12/25/85 144.00
MARSHALL	TONITA L	POLICE OFFICER	RECRUIT TRAINING	7/09/85 130.00
MASTRO	JOSEPH A	POLICE OFFICER	EIGHTEENTH DISTRICT	8/03/85 91.00
MAZIARKA	JAMES E	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/08/85 18.00
MCCORKLE	CHARLES A	POLICE OFFICER	EIGHTEENTH DISTRICT	12/27/85 286.50
MCGARRY	DENNIS W	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/31/85 100.00
MCKENDRICK	PHILLIP R	POLICE OFFICER	EIGHTH DISTRICT	8/20/85 163.00
MCNAMAMON	KATHLEEN	POLICE OFFICER	FIFTEENTH DISTRICT	12/28/85 86.15
MOLITOR	JOSEPH	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/85 96.00
MOORE	CLAUDIA E	POLICE OFFICER	FIRST DISTRICT	2/13/85 41.00
MULLER	DALE T	POLICE OFFICER	FIFTEENTH DISTRICT	5/26/85 128.50
MULLINS	TERRENCE K	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/14/85 150.00
MUNOZ	LUIS	POLICE OFFICER	ELEVENTH DISTRICT	12/30/85 145.50
NORTHFELL	THOMAS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/31/85 100.00
OBRIEN	MICHAEL J	POLICE OFFICER	DETECTIVE DIV AREA 6 VIOLENT C	12/03/85 128.20
OCONNOR	DANIEL P	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/20/85 335.50
OCONNOR	MARY C	POLICE OFFICER	EIGHTEENTH DISTRICT	7/24/85 62.00
OLIVA	SERGIO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/31/85 85.00
OLSON	DENNIS	POLICE OFFICER	SIXTH DISTRICT	12/03/85 100.80
ORIAN	JOHN	POLICE OFFICER	TENTH DISTRICT	12/13/85 65.50
PERRY	LEONARD	POLICE OFFICER	FIFTEENTH DISTRICT	12/30/85 169.75
PETRUZZI	JOSEPH	POLICE OFFICER	FIELD INQUIRY SECTION	7/26/85 111.25
PYLMAN	JACOB	POLICE OFFICER	YOUTH DIVISION AREA THREE	10/08/85 672.00
RAMIREZ	GREGORY	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/03/85 230.00
RANFTL	RAYMOND W	POLICE OFFICER	SEVENTH DISTRICT	12/10/85 184.00
RANFTL	RAYMOND W	POLICE OFFICER	SEVENTH DISTRICT	12/17/85 64.00
RIVERA	JOAQUIN	POLICE OFFICER	ELEVENTH DISTRICT	12/07/85 50.00
RIVERA	JOAQUIN	POLICE OFFICER	ELEVENTH DISTRICT	11/21/85 77.00
ROSE	WILLIAM B	POLICE OFFICER	FOURTEENTH DISTRICT	2/18/85 61.00
SAIGER	WILLIAM A	POLICE OFFICER	EIGHTEENTH DISTRICT	4/13/84 4030.25
SALMASSI	JOHN	POLICE OFFICER	TWENTIETH DISTRICT	12/15/85 55.00
SCHORER	JOSEPH W	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/12/85 434.10
SCHULD	JUDITH A	POLICE OFFICER	THIRTEENTH DISTRICT	11/13/85 11.99
SCRIP	ANDREW	POLICE OFFICER	EIGHTH DISTRICT	12/23/85 61.00
SEMMLER	JAMES R	POLICE OFFICER	FIFTEENTH DISTRICT	12/23/85 172.00

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REPORTS OF COMMITTEES

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 REPORT TIME 12:49:09
 PROGRAM-- PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/09/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SHAUER	SCOTT	POLICE OFFICER	EIGHTEENTH DISTRICT	12/03/85 256.90
SIDOR	GERALDINE	POLICE OFFICER	YOUTH DIVISION AREA ONE	8/17/85 75.00
SIMMONS	JAMES F	POLICE OFFICER	FIFTH DISTRICT	12/03/85 866.00
SMITH	CHARLES N	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/25/85 75.30
THUN	EDWARD H	POLICE OFFICER	EIGHTEENTH DISTRICT	12/01/85 116.20
TOCK	PETER J	POLICE OFFICER	SIXTH DISTRICT	12/03/85 100.80
TOMASIK	EDWARD C	POLICE OFFICER	THIRD DISTRICT	8/23/85 5348.28
TRIBE	STEVE	POLICE OFFICER	TENTH DISTRICT	12/28/85 100.00
WAGNER	WILLIAM P	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/28/85 208.00
WARSHAUER	WILLIAM N	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/05/85 360.00
WILKOWSKI	EDWARD M	POLICE OFFICER	THIRTEENTH DISTRICT	9/29/80 904.00
WOITOWICH	WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/14/85 157.63
ZITO	GREGORY	POLICE OFFICER	NINETEENTH DISTRICT	12/25/85 135.00
ZOLLER	RICHARD J	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	12/26/84 98.00
BARRY	EDWARD	FIREFIGHTER	TRUCK 37	10/12/85 254.00
CLIFF	JAMES	LIEUTENANT	TRUCK 31	9/25/83 98.82
DRABIK	RICHARD	LIEUTENANT	DISTRICT RELIEF 4	10/17/85 25.00
GUNTHER	KATHERINE	PARAMEDIC	AMBULANCE 7	6/25/85 819.71
KIERYS	STEVE	FIREFIGHTER	ENGINE COMPANY 11	10/12/85 3477.38
MCKAY	BRIAN	LIEUTENANT	TRUCK 13	6/28/84 77.00
SCHWARZ	MARY	FIREFIGHTER	AMBULANCE 7	5/05/85 807.96
SHUKSTOR	LOUIS	FIREFIGHTER	ENGINE COMPANY 126	9/18/83 5132.17
STEWART	JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85 28733.50

(Continued from page 29126)

future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third Party orders printed on pages 29131 through
29132 of this Journal.]

Placed on File -- REPORT OF JUDGMENTS ENTERED AGAINST
CITY DURING MONTH OF JANUARY, 1986.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication transmitting a list of cases in which judgments were entered against the City of Chicago during the month of January, 1986.

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

Action Deferred -- AMENDMENT TO 1986 ANNUAL APPROPRIATION
ORDINANCE IMPOSING HIRING FREEZE IN CORPORATE FUND.

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

Chicago, April 9, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance amending the 1986 Annual Appropriation Ordinance by imposing a hiring freeze in the Corporate Fund through December 31, 1986, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/09/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABRAN JOHN	POLICE OFFICER	YOUTH DIVISION AREA TWO	5/19/83	25.00
ASHUM ALBERT J	POLICE OFFICER	EIGHTH DISTRICT	9/22/85	2765.40
BENDEL LORNEY J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/26/85	155.00
BRANSFIELD KATHLEEN A	POLICE OFFICER	EIGHTEENTH DISTRICT	7/08/85	1617.98
BRENNAN JOHN T	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/26/85	317.50
BRENNER GAYLE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/07/85	231.00
BRODERICK JOHN	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/14/85	186.00
BROGAN JAMES W	POLICE OFFICER	TENTH DISTRICT	4/15/84	736.75
BUZEK VINCENT J	POLICE OFFICER	NINETEENTH DISTRICT	4/06/85	36.00
CADDIGAN DAVID	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/05/85	423.00
CHASEN STEVEN D	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	11/19/85	529.43
COLLINS JAMES W	POLICE OFFICER	YOUTH DIVISION AREA TWO	2/05/85	235.09
COZZO SAM P	POLICE OFFICER	EIGHTEENTH DISTRICT	11/04/85	68.50
DOYAL BYRON	POLICE OFFICER	SECOND DISTRICT	11/02/85	101.00
DRABIK WALTER B	POLICE OFFICER	ENFORCEMENT SECTION	12/24/83	152.75
DUCAR PHILIP P	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	8/18/84	679.50
DUNN WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/03/85	168.00
EAGLIN JAMES H	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	95.00
FLASHING JOSEPH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/17/85	1359.00
FOLEY JOHN M	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/21/85	256.50
FORTUNA THOMAS A	POLICE OFFICER	TENTH DISTRICT	12/28/85	474.00
GAITER BOOKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/14/85	348.75
GALUHN KENNETH J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/15/85	20.31
GERWIG ROBERT M	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/31/85	198.00
GLYNN JAMES M	POLICE OFFICER	SEVENTH DISTRICT	7/03/85	80.00
HEISE LAWRENCE W	POLICE OFFICER	NINTH DISTRICT	5/16/85	41.50
HLADCZUK NED	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/02/85	441.00
IGYARTO MICHAEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/13/85	255.00
KARAS ALEXANDER	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/04/85	119.00
KERBS CHARLES	POLICE OFFICER	TENTH DISTRICT	11/09/85	155.00
KISSANE WILLIAM E	POLICE OFFICER	EIGHTEENTH DISTRICT	11/25/85	227.25
LASCOLA PHILIP	POLICE OFFICER	NINTH DISTRICT	7/11/85	59.68
LIEBERMAN MORTON E	POLICE OFFICER	SIXTH DISTRICT	2/03/84	716.00
MCGREW ALLEN J	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/07/85	44.00
MORALES DIANA	POLICE OFFICER	SEVENTH DISTRICT	11/13/85	110.00
OGONOWSKI EDWIN	POLICE OFFICER	THIRTEENTH DISTRICT	10/22/85	50.00
OVERTON SUSAN P	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	956.43
PADILLA APOLINAR E	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/14/85	186.00
PANICK GEORGE F	POLICE OFFICER	NINTH DISTRICT	11/25/85	91.00
RAMIREZ MARIO	POLICE OFFICER	FOURTEENTH DISTRICT	1/31/85	336.00
RAFACZ SILVIA M	POLICE OFFICER	PREVENTIVE PROGRAMS DIVISION	12/19/85	71.00
RIECK JUDITH G	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/11/85	113.00
RODRIGUEZ RAFAEL J	POLICE OFFICER	FOURTEENTH DISTRICT	10/16/85	327.00
SADLER FRANK	POLICE OFFICER	TWELFTH DISTRICT	4/11/85	1557.95
SAMAMAS VERONICA	POLICE OFFICER	ELEVENTH DISTRICT	9/05/85	1017.40
SCALIA THOMAS	POLICE OFFICER	NINTH DISTRICT	1/06/85	144.50
SKIPPER JOHN F	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/02/85	130.90
SMITH KENNETH E	POLICE OFFICER	NINTH DISTRICT	11/26/85	61.00
STEPHENS MICHAEL A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/10/85	68.00

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JOURNAL--CITY COUNCIL--CHICAGO

4/9/86

REPORT DATE 4/07/86
REPORT TIME 12:49:09
PROGRAM-- FFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 4/09/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TRZEBNY JOHN E	POLICE OFFICER	TWENTIETH DISTRICT	5/16/85	604.75
ULIRYCH RUDY	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	669.69
VELEZ LOUIS A	POLICE OFFICER	VICE CONTROL SECTION	7/25/85	155.00
WALLACE RONALD J	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	12/07/85	58.00
WATMOUGH KENNETH	POLICE OFFICER	TWENTIETH DISTRICT	8/06/85	1528.25
WERNER JOHN W	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/85	348.05
WOODBURY ALFRED	POLICE OFFICER	ELEVENTH DISTRICT	5/15/85	590.00
WOODBURY ALFRED	POLICE OFFICER	DETAIL UNIT	7/07/85	116.00
YATES KAREN A	POLICE OFFICER	NINETEENTH DISTRICT	4/22/85	327.00
BOGOLUB DAVID	PARAMEDIC	AMBULANCE 3	8/14/85	206.00

(Continued from page 29130)

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

The proposed ordinance transmitted with the foregoing committee report reads as follows:

WHEREAS, There exists a significant revenue shortfall because of the decision of the Circuit Court holding the Commercial Lease Tax unconstitutional; and

WHEREAS, The City Council which has the statutory duty to control the finances of the City of Chicago; now, therefore,

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

SECTION 1. That the 1986 Annual Appropriation Ordinance is hereby amended by inserting the language or numbers in italics as follows:

SECTION 11. There shall be a hiring freeze in the Corporate Fund from the period from the effective date of this ordinance through December 31, 1986. All vacant positions, except those sworn positions in the Police Department and Fire Department, shall remain vacant for the above stated period.

SECTION 2. This ordinance shall be effective ten (10) days from and after its passage and publication.

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR 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, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

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:

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:

Damage to Vehicles.

Department of Sewers: Account No. 314.9112.934.

Name and Address	Date and Location	Amount
Raymond Angelo Nardi 1828 N. Nashville Avenue Chicago, Illinois 60635	8/11/85 Bloomingdale and Harlem Avenues	\$980.58
Howard T. Crowell, Jr. 2836 E. 77th Pl.-Apt. 301 P.O. Box 49202 Chicago, Illinois 60649	9/11/85 2801 E. 77th Place	87.40
Anton Brylski 2099 Dove Street Green Bay, WI 54304	9/11/85 103rd Street and Lowell	556.71
Karen Veselka 4925 N. Mason Avenue Chicago, Illinois 60630	11/3/85 New England and Bloomingdale Avenue	78.71
Underwriters Adm. Co. and Lesley Glowacz-CI. 002 7 V4198 200 S. Wacker Drive - 15th Fl. Chicago, Illinois 60606	4/21/84 Clark and Southport	758.95

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*Damage to Property.**Department of Police: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Minola Blackburn 2109 E. 93rd Street Chicago, Illinois 60617	6/3/85 2109 E. 93rd Street	\$50.00
Gerald McLin 7424 S. Calumet Avenue Chicago, Illinois 60619	4/10/85 7424 S. Calumet Avenue	536.98
Marsha Terry 1913 N. Kimball Avenue Chicago, Illinois 60647	8/28/85 3406 W. Cortland Street	175.00
Edward Johnson 5237 N. Ashland Avenue Chicago, Illinois 60640	8/30/85 5237 N. Ashland Avenue	1,220.00

*Personal Injury.**Chicago Public Library: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Theresa Thara 8024 S. Kedvale Avenue Chicago, Illinois 60652	9/13/85 Scottsdale Branch Library 4101 W. 79th Street	\$110.50

*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 85-0-60 122 S. Michigan Avenue Chicago, Illinois 60603	3/26/85 1150 N. Larrabee Street	\$1,118.90
Peoples Gas Light and Coke Co. File 85-0-58 122 S. Michigan Avenue Chicago, Illinois 60603	3/21/85 1108 N. Larrabee Street	558.45
Peoples Gas Light and Coke Co.	3/21/85	622.33

Name and Address	Date and Location	Amount
File 85-0-57 122 S. Michigan Avenue Chicago, Illinois 60603]	1020 N. Larrabee Street	
Peoples Gas Light and Coke Co. File 85-0-169 122 S. Michigan Avenue Chicago, Illinois 60603	9/26/85 7240 W. Farwell Avenue	\$643.71

Damage to Vehicles.

*Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
State Farm Ins. and John O'Connor-Cl. 13 H304588 160 Industrial Drive Elmhurst, Illinois 60126	5/31/85 10227 S. Leavitt	\$410.61
James Jones 7543 S. Hoyne Avenue Chicago, Illinois 60620	4/30/85 7543 S. Hoyne Avenue	40.00
State Farm Ins. Co. and Florence Shaw-Cl. 13-H304-595 955 W. 175th Street Homewood, Illinois 60430	12/16/84 1007 W. 104th Place	469.92

Damage to Vehicles.

Department of Police: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Rubby L. Maynard 34 North Parkside Avenue Chicago, Illinois 60644	11/19/84 Auto Pound 3	\$200.00
Luis Vallafria 16723 S. Kimbark Avenue South Holland, Illinois 60473	3/31/85 Garfield Avenue and Michigan Avenue	115.45
Tom Weatherspoon, Jr. 140 N. Wood Street - Apt. 507	5/30/85 Auto Pound 7	1,500.00

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Name and Address	Date and Location	Amount
Chicago, Illinois 60612]		
Farhad Ali 6974 N. Greenview - 3rd Fl. Chicago, Illinois 60626	4/29/85 121 N. LaSalle Street	\$485.00
Allstate Ins. and James Griffin Claim 1838856712 P.O. Box 127 Skokie, Illinois 60076	5/9/85 5058 S. Wells Street	300.01
Allstate Ins. and Larry Walters Cl. 1371336726 P.O. Box 127 Skokie, Illinois 60076	5/30/85 5211 N. Lovejoy Avenue	689.71
Vonnree Dagen 412 S. Bellwood Avenue Bellwood, Illinois 60104	6/1/85 5939 W. Race Street	333.14
Economy Fire and Cas. and Waldyslaw Laskowski-Cl. FFA12 895 9AF4 500 Economy Court Freeport, Illinois 61032	3/13/85 Cicero at Irving Park Road	664.60
Home Ins. Co. and James K. Weber Cl. 181A791882-453 One Independence Mall Philadelphia, PA 19106	8/9/84 Ridge and Ardmore Streets	505.50
Recovery Services Int'l. and Craig Anderson-Cl. A11A433139-3 5745 E. River Road - Suite 470 Chicago, Illinois 60631	5/29/85 Madison and Kedzie	1,132.41
Mohammad Siddiqui 1324 W. Hood - Apt. 2B Chicago, Illinois 60647	7/4/85 2603 N. California Avenue	680.00
Donald A. Hall 4532 N. Lockwood Chicago, Illinois 60630	7/9/85 5304 W. Windsor Avenue	200.00
Karen D. Hicks 1263 S. Throop Chicago, Illinois 60608	7/27/85 1263 S. Throop Street	200.00

Name and Address	Date and Location	Amount
Milwaukee Ins. and Patrick O'Connor -- Cl. No. 6L-23045 803 W. Michigan P.O. Box 621 Milwaukee, WI 53201	2/3/83 Sherman Road and Park District Driveway	\$413.22
Paul McVicker 7615 N. Bosworth Avenue Chicago, Illinois 60626	6/3/85 1290 and 500 West	1,027.93
Underwriters Adj. Co. and Sharon Wein -- Cl. No. 0025Y3992 200 S. Wacker Drive -- 15th Fl. Chicago, Illinois 60606	6/26/85 4103 Harrison Street	275.00
Allstate Ins. Co. and Vernon F. Ward -- Cl. No. 270-97-1579-6 FSM P.O. Box 127 Skokie, Illinois 60077	8/28/85 436 E. 29th Street	252.27
Ibeabucci O. Asonye 1498 Heather Hill Street Flossmoor, Illinois 6022-1771	10/1/85 111th Street	382.35
Deborah Clark 6557 S. Lowe Avenue Chicago, Illinois 60621	7/26/85 6559 S. Lowe Avenue	200.00
Family Care Service c/o Tony McCall 234 S. Wabash Avenue Chicago, Illinois 60604	1/22/85 6429 S. Wolcott Avenue	228.50
Giridher Reddy 1424 E. 54th Street Chicago, Illinois 60615	10/11/85 3120 S. Wood Street	795.66
A. B. Sharp 5324 S. Morgan Street Chicago, Illinois 60609	3/12/85 5153 S. Halsted Street	500.00
Joseph Graziano 8521 W. Agatite Avenue Chicago, Illinois 60656	12/16/85 1121 S. Wabash Avenue	400.00

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Name and Address	Date and Location	Amount
Government Employees Ins. Co. and Mark Gainer -- Cl. No. 0011787680101010 Geico Plaza Washington, D.C. 20076	6/30/84 3515 N. Wolcott Avenue	\$229.19
William Garcia 5831 S. Neva Avenue Chicago, Illinois 60638	3/13/84 120 W. Superior Street	200.00
Steven G. Stearer 9909 S. Ridgeland Avenue Chicago Ridge, Illinois 60615	5/29/85 1227 S. Lake Shore Drive	350.00

*Various Parking Sticker Refunds.**Department of Finance: Account No. 300.9112.989.*

Name and Address	Number	Amount
Morris S. Kaplan 2926 W. Touhy Avenue Chicago, Illinois 60645	P454567	\$50.00
Paul P. Gudewicz 4612 S. Kilpatrick Avenue Chicago, Illinois 60632	S85066	25.00
Yao-En Li 1413 W. Lexington Street Chicago, Illinois 60607	894	10.00

*Various License Refunds.**Department of Finance: Account No. 100.9112.934.*

Name and Address	Number	Amount
The Southland Corp d/b/a 7-11 Food Stores 1995 Hicks Road Rolling Meadows, Illinois 60008	003833 2200 W. Devon Avenue	\$49.50
Southland Corporation d/b/a 7-11 Food Stores 1995 Hicks Road Rolling Meadows, Illinois 60008	000829 2200 W. Devon Avenue	120.00

Name and Address	Number	Amount
The Southland Corporation d/b/a 7-11 Food Stores 1995 Hicks Road Rolling Meadows, Illinois 60008	007401 2200 W. Devon Avenue	\$75.00
Sennett's Stage, Inc. 222 W. Adams Street Chicago, Illinois 60606	License Code -- 1470	919.60
Peter Karamaniolas c/o George Karamaniolas 70 E. Bradley Des Plaines, Illinois 60016	001471	669.00
Brion Granville 3134 W. 5th Avenue Chicago, Illinois 60612	003317	12.50
Dy-Dee Wash, Inc. 5527 N. Maplewood Avenue Chicago, Illinois 60625	000018	70.00

Various Permit Refunds.

Department of Inspectional Services:

Account No. 100.9112.934.

Name and Address	Permit Number	Amount
Egbert Edwards 552 N. Leamington Avenue Chicago, Illinois 60644	B6066779	\$58.10
M.A.H. Construction Co., Inc. 673 Pickwick Court Suite 2A Mt Prospect, Illinois 60056	B645681	1,090.65
Frank Theodossis 5336 W. Belle Plaine Chicago, Illinois 60641	B643791	28.00
R & S Development Co. 9123 Potter Road Des Plaines, Illinois 60016	B643866	206.00

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Name and Address	Permit Number	Amount
R & S Development Co. 9123 Potter Road Des Plaines, Illinois 60016	B643867	\$206.00
Veola Jones 504 W. 127th Place Chicago, Illinois 60628	B655231	69.00
Aetna Development Corp. 333 W. Wacker Drive Chicago, Illinois 60606	B658371	1,205.10

*Damage to Property.**Department of Sewers: Account No. 314.9112.934.*

Name and Address	Date and Location	Amount
Mr. Sutherland 3823 W. 51st Street Chicago, Illinois 60632	3/1/85 3823 W. 51st Street	\$600.00
Jim Anderson 5917 S. Normandy Avenue Chicago, Illinois 60638	10/1/85 5917 S. Normandy Avenue	400.00

*Damage to Vehicles.**Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Robert Long 9662 Lois Drive Unit E Des Plaines, Illinois 60016	4/8/85 1800 W. 59th Street	\$1,438.15

*Damage to Vehicles.**Department of Fire: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Steve Osborne 66 W. Westward Ho Drive Northlake, Illinois 60664	10/25/85 5814 W. Fullerton	\$348.30

*Damage to Vehicles.**Department of Public Works: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
State Farm Ins. and Silvano Michelli Cl. 13 2221 866 2645 W. Addison Street Chicago, Illinois 60618	8/7/85 2906 N. Luna Avenue	\$330.00

*Damage to Property.**Department of Sewers: Account No. 314.9112.934.*

Name and Address	Date and Location	Amount
Peoples Gas Light and Coke Co. File 85-0-39 122 S. Michigan Avenue Chicago, Illinois 60603	2/22/85 952 N. Laramie	\$751.88
Rudolph Thompson 6425 S. Lowe Apt. 506 Chicago, Illinois 60621	12/29/84 63rd and Halsted Street	594.00
Doris Jean Jones 2340 N. Keeler Avenue Chicago, Illinois 60639	5/7/85 2340 N. Keeler Avenue	275.00
Mary Woods 7755 S. Maryland Avenue Chicago, Illinois 60619	7/17/85 7755 S. Maryland Avenue	23.42
John Facenko 5054 S. Talman Avenue Chicago, Illinois 60632	7/15/85 5054 S. Talman Avenue	105.50
Phillip Kouchoukos 1022 Wolfram Street Chicago, Illinois 60657	7/11/84 1022 Wolfram Street	122.00
Marie Lang 2933 N. Mobile Avenue Chicago, Illinois 60634	8/8/85 2933 N. Mobile Avenue	484.00

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Name and Address	Date and Location	Amount
Frank Blaszczyk 2804 E. 87th Street Chicago, Illinois 60617	7/24/85 2804 E. 87th Street	\$140.00
Peoples Gas Light and Coke Co. File 85-0-121 122 S. Michigan Avenue Chicago, Illinois 60603	3/11/85 Hobby and Crosby Streets	434.60
Illinois Bell Telephone ZCD 1522 208 S. LaSalle Street Chicago, Illinois 60604	10/26/84 Giddings and Austin	1,002.35
Charles McDonald 716 E. 72nd Street Chicago, Illinois 60619	9/5/85 716 E. 72nd Street	525.00
Peoples Gas Light and Coke Co. File 85-0-135 122 S. Michigan Avenue Chicago, Illinois 60603	7/24/85 2147 W. Gladys Avenue	525.14
Jesse Braciszewicz 4730 N. Kewanee Avenue Chicago, Illinois 60630	4730 N. Kewanee Avenue	175.00
St. Clara B. Jordan 745 W. 87th Street Chicago, Illinois 60620	4/12/85 745 W. 87th Street	345.85
Julia Nowakowski 2509 W. 61st Street Chicago, Illinois 60629	9/9/85 5859 S. Western Avenue	192.00
Irene Tumbarello c/o Lombardo and Ward 77 W. Washington Street Suite 1708 Chicago, Illinois 60602	4/22/84 Cuyler and Long	1,500.00
Judith Moritz 7304 W. Clarence Avenue Chicago, Illinois 60631	6/7/85 7304 W. Clarence Avenue	23.10

*Damage to Vehicles.**Department of Sewers: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Dennis Vardal 123 E. Jefferson Street Joliet, Illinois 60435	3/12/84 Lawrence and Maplewood	\$1,500.00
Ronald Jay Biscan 1806 N. 22nd Avenue Melrose Park, Illinois 60160	4/19/85 Division and Rush Streets	384.52
Benjamin G. Francisco P.O. Box 268321 Chicago, Illinois 60626	3/15/85 3444 N. Clark Street	507.80
Charlie M. Kidd 4207 W. Division 3rd Fl. Chicago, Illinois 60651	4/14/85 1038 N. Pulaski	41.45
Girtha F. Miller 2048 Chase Avenue Chicago, Illinois 60643	4/12/85 2047 W. Chase Avenue	333.91
Mrs. Annamae Beck 10020 S. Oakley Avenue Chicago, Illinois 60643	7/23/84 10010 S. Oakley Avenue	56.22
Donovan Orley Christenson 4620 N. Kedvale Avenue Chicago, Illinois 60630	5/23/85 4611 N. Kennicott Avenue	200.00
John Stanton Salicete 3736 N. Whipple Street Chicago, Illinois 60618	4/30/85 30 W. Randolph Street	157.56
Economy Fire and Cas. Co. and Joseph V. Quarrato Cl. CPK072927 500 Economy Court Freeport, Illinois 61032	2/19/85 2119 N. Lakewood Avenue	843.46
Kenneth Goldin 657 W. Bittersweet Place Chicago, Illinois	6/4/85 400 W. Montrose Avenue	194.86

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Name and Address	Date and Location	Amount
Carl Hopperstad 1224 Otto Boulevard Apt 1 Chicago Heights, Ill 60411	11/16/84 875 N. Rush Street	\$398.00
Andrew Madonis 1952 Elgin Avenue Joliet, Illinois 60432	6/23/85 1027 N. Clark Street	242.01
Doris Richardson 952 N. Trumbull Avenue Chicago, Illinois 60651	6/9/85 Homan and Jackson	251.00
Javier Perez 2210 W. Carmen Avenue Chicago, Illinois 60625	6/8/85 200 N. Michigan Avenue	103.31
Alfonso Torres 545 W. 37th Street Chicago, Illinois 60609	5/31/85 545 W. 37th Street	200.00
Joseph Gardner 7223 S. King Drive Chicago, Illinois 60619	6/26/85 7223 S. King Drive	200.00
John Sulik 438 S. 6th Avenue LaGrange, Illinois 60525	5/22/85 1651 W. 53rd Street	496.14
Allstate Ins. Co. and Gwendolyn Maple Cl. 1838824322 P.O. Box 127 Skokie, Illinois 60076	2/11/85 1252 W. Thorndale Avenue	1,153.68
Annie Davis 5116 W. Concord Place Chicago, Illinois 60639	6/6/85 5116 W. Concord Place	190.25
John Dean P.O. Box 24716 Chicago, Illinois 60624	7/1/85 Cicero and Fulton	651.29
Ronald Larson 2814 N. Springfield Avenue Chicago, Illinois 60618	6/10/85 2814 N. Springfield Avenue	200.00

Name and Address	Date and Location	Amount
Merit Ins. Co. and Lucille Winston Cl. 114972 180 N. LaSalle Street Chicago, Illinois 60601	3/31/85 3260 W. Washington Street	\$567.28
David F. Hirsch Provisions 2435 W. Diversey Avenue Chicago, Illinois 60647	6/10/85 300 S. Laramie Avenue	424.50
Columbus Pryor 3943 W. Grenshaw Street Chicago, Illinois 60624	6/6/85 Congress and Pulaski	200.00
Peter Stellas 2310 Dorina Drive Northfield, Illinois 60019	6/9/85 1300 W. Diversey Avenue	411.92
Robert Troike 7022 N. Oleander Avenue Chicago, Illinois 60631	6/15/85 3000 W. Harrison Street	455.17
Donald Schultz 2435 W. Walnut - Apt. 2C Blue Island, Illinois 60406	5/20/85 Harrison and Damen	721.01
Suzanne King 5305 S. Kimbark Avenue Chicago, Illinois 60615	7/19/85 5056 S. Woodlawn Avenue	168.88
Richard E. Atkinson 5250 W. Belle Plaine Chicago, Illinois 60641	4/20/85 5707 W. Addison Street	69.96
Mary Janusqewski 5037 W. Waveland Avenue Chicago, Illinois 60641	10/29/84 2514 W. Iowa	745.41
Robert Wilson 618 E. 170th Street South Holland, Illinois 60473	7/15/85 2641 130th Street	1,500.00
Woodrow Weatherly 1238 S. 19th Avenue Maywood, Illinois 60153	7/20/85 3941 W. Iowa Street	200.00

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Name and Address	Date and Location	Amount
Regina T. White 4236 W. 76th Street Chicago, Illinois 60652	5/28/85 Avondale Avenue	\$437.17
Allstate Ins. Co. and Ezequiel Valadez - Cl. 1838874665 P.O. Box 127 Skokie, Illinois 60076	6/26/85 Belmont near California	494.16
Evelyn Bredehorn 1727 N. New England Avenue Chicago, Illinois 60635	5/4/85 New England and Bloomingdale	67.37
Anthony Carr 7626 S. Cregier Avenue Chicago, Illinois 60649	6/9/85 67th Street and South Chicago	200.00
Diane Martin 105 D. Bullock Drive Fort Sheridan, Illinois 60037	6/19/85 4905 W. and Van Buren Street	461.65
Lawrence Eric Marx 710 N. Lake Shore - Apt. 306 Chicago, Illinois 60611	7/28/85 North Avenue and LaSalle	1,017.85
Kenneth Jaszczor 1407 N. Bosworth Avenue Chicago, Illinois 60622	8/25/85 W. Potomac and N. Central Park	710.47
Allstate Ins. Co. and Andreas Saindaris Cl. 1239494881FSR P.O. Box 127 Skokie, Illinois 60076	1/16/85 2958 N. Milwaukee Avenue	296.83
Abdul Mohamad Jasraj 6313 N. Winthrop Avenue - Apt. 304 Chicago, Illinois 60640	8/15/85 5000 North Western Avenue	466.20
Standard Mutual Ins. Co. and Harvey Larsen Cl. 145853 c/o Van Duzer, Gershon, Jordon & Peterson 222 W. Adams Street Chicago, Illinois 60606	5/8/85 Pensacola Avenue	451.06

Name and Address	Date and Location	Amount
Suzanne Wagner 502 W. Main Street El Paso, Illinois 61738	7/1/85 Lake Shore Boulevard	\$280.58
Brenda Adams 9059 S. Oglesby Avenue Chicago, Illinois 60617	8/7/85 79th Street and Evans	523.55
Allstate Ins. and Robert Heider Cl. 1239784603FSW Skokie, Illinois 60077	9/16/85 Western Avenue and Bell Plaine	268.63
Joselito Basuel 2522 N. Richmond Street Chicago, Illinois 60647	3/5/85 1205 W. Webster Avenue	120.00
Mirosław Lejtholc 2224 W. Chicago Avenue Chicago, Illinois 60622	8/30/85	400.00
Evan Long 224 Bunker Drive Schererville, Indiana 46375	5/11/85 State and Oak Streets	216.00
Mary McKinley 2631 S. Indiana Avenue Chicago, Illinois 60616	9/20/85 35th and King Drive	135.00
Barbara Randall 11832 S. Yale Avenue Chicago, Illinois 60628	8/30/85 Carroll Avenue and Paulina	200.00
Rupert Rhone 137 N. Austin Boulevard Chicago, Illinois 60644	9/22/85 800 N. and Kennedy Expressway	298.34
Exson Scruggs 3515 W. Monroe Street Chicago, Illinois 60624	8/28/85 3355 W. Jackson Boulevard	62.00
State Farm Ins. and Lester Seiler Cl. 13 8546 786 5680 S. Archer Avenue Chicago, Illinois 60638	1/11/85 99th and Western	361.00

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Name and Address	Date and Location	Amount
Shalyn Walsh 3616 N. Pine Grove Apt. 421 Chicago, Illinois 60613	8/14/85 Addison and Pine Grove	\$84.04
Helen Elizabeth Nosal 5722 S. Natoma Avenue Chicago, Illinois 60638	9/24/85 5811 S. Mobile Avenue	145.11
David Beck 1454 W. Polk Street Apt. 1E Chicago, Illinois 60607	3/4/85 1100 N. State Street	55.00
Barbara Dawkins 400 Park Avenue Apt. 119 Calumet City, Illinois 60409	8/9/85 I-294 and I-94	446.25
Travelers Ins. and Patricia Krach Cl. G57 6565 100 Park Plaza Naperville, Illinois 60566	5/9/85 6271 N. Leona	712.26
Michael J. Karp 5723 N. Meade Avenue Chicago, Illinois 60646	9/29/85 Nagle and Grand	68.43
Harole E. Bucholz 8810 Briar Court Des Plaines, Illinois 60016	11/6/85 3300 N. Kimball Avenue	200.00
George Baker 9921 S. Cook Avenue Oak Lawn, Illinois 60453	12/5/85 California and 53rd Street	95.27
Florence Zboinski 6005 S. Karlov Avenue Chicago, Illinois 60629	12/6/85 7100 S. Pulaski Road	450.63
Jonathon Siner 1508 W. Chase Avenue Chicago, Illinois 60626	11/30/85 Western and Bryn Mawr	763.58
Linda L. Janisch 3558 N. Nagle Avenue	8/26/85 3558 N. Nagle Avenue	248.00

Name and Address	Date and Location	Amount
Apt. 3N Chicago, Illinois 60634]		
Peter Deluca 1738 W. Wellington Street Chicago, Illinois 60657	1/3/86 1253 N. Clark Street	\$1,388.08
Marie Dennis 7841 S. Vernon Avenue Chicago, Illinois 60619	12/27/85 513 W. 87th Street	633.12
Sylvia Sheppard 9840 S. University Avenue Chicago, Illinois 60628	10/18/85 Lexington and Homan	288.68
Alison Lytton Zucker 5527 S. Hyde Park Boulevard Chicago, Illinois 60637	12/9/85 Parking Facility #5	71.54
State Farm Ins. and Anton Shahin -- Cl. No. 13-2068-605 2645 W. Addison Street Chicago, Illinois 60618	12/9/83 1633 Medill Avenue	775.04
Farmers Ins. and Raymond Bisig 4201 Euclid Avenue Rolling Meadows, Illinois 60008	12/9/82	294.94
Dwain W. McClain 7740 S. Throop Street Chicago, Illinois 60620	4/16/85 1830 W. Monterey Avenue	200.00
Richard Olson 3259 N. Western Avenue Chicago, Illinois 60618	6/12/85 3259 N. Western Avenue	200.00
Allstate Ins. Co. and Linette Morris -- Cl. No. 123-9714- 097-FSB P.O. Box 127 Skokie, Illinois 60076	6/8/85 67th and King Drive	686.40
Allstate Ins. Co. and Bobbie Selvey Cl. No. 1019763561 B01 P.O. Box 127 Skokie, Illinois 60076	5/2/85 70th and Jeffery Street	606.50

4/9/86

REPORTS OF COMMITTEES

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Name and Address	Date and Location	Amount
Thomas J. Banich 7758 N. Eastlake Terrace-Apt. 2 Chicago, Illinois 60626	7/18/85 300 W. Pearson Street	\$157.00
Home Ins. Co. and Louis Valentino Cl. No. 311- A 942283 154 10 S. Riverside Plaza Chicago, Illinois 60606	2/15/85 3955 N. Troy Street	236.36
Robert Layne 8042 S. Champlain Avenue Chicago, Illinois 60619	5/22/85 400 E. 82nd Street	75.50
Alan Terry Leavitt 470 W. Deming Place Chicago, Illinois 60614	4/6/85 505 N. Lake Shore Drive	68.52
Jason Johnson c/o Walgreens 1200 W. 87th Street Chicago, Illinois 60620	7/2/85 78th and East End Avenue	200.00
Donna Zuberi 6208 N. Hoyne Avenue -- Apt. 2B Chicago, Illinois 60659	8/23/85 2121 W. Granville Avenue	200.00
Michigan Mut. Ins. and Martin Otil -- Cl. No. 2905225797 55 W. 22nd Street -- Suite 310 Lombard, Illinois 60148	7/24/85 2103 N. Clark Street	658.00
Wallrab, Capenigro, and Assoc. and Joan Petitigoue P.O. Box 487 Lombard, Illinois 60148	4/4/84 Surf Street near Sheridan Road	775.37
Denise Levy 2209 A. E. 100th Street Chicago, Illinois 60617	1/17/85 1700 E. 103rd Street	156.93
Lola D. Davis 7641 N. Kolmar Avenue Skokie, Illinois 60076	4/25/85 124 E. Walton Street	150.87
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
Mr. Jesse Taylor 9222 S. Bennett Avenue Chicago, Illinois 60617	3/14/84 -- 5/13/85 1900-10 E. 72nd Street	\$400.00
Raymond Heimrich 8801 S. Talman Avenue Evergreen Park, Illinois 60642	3/11/85 -- 9/17/85 5005 S. Loomis Boulevard	316.21
Capital Engineering and Manufacturing Company 5837 S. Ashland Avenue Chicago, Illinois 60636	4/12/84 -- 6/11/84 8947 S. State Street	400.00
Ms. Helen Neibauer 2039 W. 21st Street Chicago, Illinois 60608	3/7/85 -- 5/8/85 2039 W. 21st Street	188.01
Mr. Maurice Thomas 9146 S. Merrill Avenue Chicago, Illinois 60617	5/16/85 -- 7/17/85 313 S. Washtenaw Avenue	113.58
Dennis J. Ptak 3074 W. Palmer Street Chicago, Illinois 60647	2/5/85 -- 8/2/85 3074 W. Palmer Street	189.35

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
Dr. Jack S. Decker 2400 N. Lakeview Avenue Chicago, Illinois 60614	4/22/85 -- 6/18/85 6025 S. May Street	\$39.18
Mr. Harrison Mitchell 4235 S. Martin Luther King Drive Chicago, Illinois 60653	2/8/84 -- 12/5/85 4235 S. Martin Luther King Drive	400.00

Name and Address	Location	Amount
Mr. O. Williams 3846 S. Lake Park Avenue Chicago, Illinois 60653	4/12/85 -- 6/7/85 3846 S. Lake Park Avenue	\$103.36

SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, April 9, 1986.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which was referred January 16, 1986 and subsequent sundry claims for condominium refuse rebates, 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, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

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, and charged to Account No. 100.9111.939.

[List of claimants are printed on pages 29155
through 29162 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR PAYMENT
DAMAGE TO VEHICLES, ETC.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, April 9, 1986.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred on March 20, 1985 and subsequent sundry claims as follow:

December 17, 1984	Allstate Ins. Co. and Lionel Richardson- Cl. 252-0206-000
March 1, 1985	Mark Johnson
February 13, 1985	Betty Gara Schroeder
January 25, 1985	Marsha L. Vihon
February 19, 1985	Marcus Grey
May 23, 1985	Frank T. Ventre, Jr.
March 16, 1985	Etheena M. Imbrogno
June 3, 1985	Navinchandra P. Khandhar
May 16, 1985	James J. Kiley
July 3, 1985	Ray Heinrich
July 8, 1985	Oneil Peden
May 22, 1985	Allstate Ins. Co. and Johnie and Doris Jackson - Cl. 252-029064-0 FSW
July 30, 1985	R. Peary
July 11, 1985	Ms. Bernice Simpson
May 22, 1985	Stephen Baniecki
June 8, 1985	Allstate Ins. Co. and Joe and Mamie Hardie - Cl. 252-0298-022
March 20, 1985	American Ambassador Ins. and Helen L. Isbell - Cl. IL099527
May 17, 1985	Polly Ann Powers
July 7, 1985	David F. Mudra
October 26, 1984	Felipe Ortega

(Continued on page 29163)

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REPORTS OF COMMITTEES

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CITY OF CHICAGO
COMMITTEE ON CLONES AND LIABILITY
REFUSE REPAIR CORPCL ORDERS-176580

REFILING DATE 4/9/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REMIT	SPONSOR	38
ADDISON HERITAGE CORPO. ASSN.	9	SEMI-ANNUAL	270.00	THOMAS W. COLLERTON	38
ADDISON LAKE SHORE EAST	28	ANNUAL	1,047.00	JEROME H. OREACH	46
ADDISON LAKE SHORE WEST	28	ANNUAL	1,116.00	JEROME H. OREACH	46
ADDISON PARK CONDOMINIUM ASSN	21	ANNUAL	437.50	WILLIAM JF BARKS	33
AKOTLE APT.BLDG. COOPERATIVE	24	SEMI-ANNUAL	645.00	MARTIN K. VOLINI	49
AKOTLE ESTATES CORPO. ASSN.	6	SEMI-ANNUAL	225.00	EUGENE C. SCHULTER	47
ARTHUR ESTATES CONDOMINIUM	19	ANNUAL	1,192.00	DAVID D. ORR	49
AUSTIN CONDOMINIUM ASSN.	6	ANNUAL	420.00	JEFFREY H. OREACH	46
AUSTIN MAPLE CORPO ASSOC.	16	SEMI-ANNUAL	577.00	GERALD M. MCLAUGHLIN	45
BALMORAL PLAZA CONDOMINIUM	60	ANNUAL	1,200.00	PATRICK J O'CONNOR	40
BALMORAL/KENMORE CORPO. ASSOC.	21	SEMI-ANNUAL	270.00	MARTIN K. VOLINI	48
BELL-WEST CONDOMINIUM ASSN.	30	SEMI-ANNUAL	570.00	BERNARD L. STORE	50
BELLE PLAINE CORPO. ASSOC.	24	SEMI-ANNUAL	588.60	GERALD M. MCLAUGHLIN	45
BIRCHWOOD CONDOMINIUM ASSN.	19	ANNUAL	1,068.57	DAVID D. ORR	49
BIRCHWOOD ON THE LAKE CORPO.	42	SEMI-ANNUAL	635.00	DAVID D. ORR	49
BLACKSTONE COURT CONDOMINIUM	13	ANNUAL	709.00	LAWRENCE S BLOOM	05
BRONX-KEWALE CORPO ASSOC.	8	SEMI-ANNUAL	300.00	JOSEPH S. KOTLARZ JR	35
BURQUEST CONDOMINIUM ASSN.	16	ANNUAL	1,032.00	LAWRENCE S BLOOM	05
BYRON COURTS CONDOMINIUMS	18	SEMI-ANNUAL	655.20	GERALD M. MCLAUGHLIN	45
CALIFORNIA COURT CONDOMINIUM	12	ANNUAL	816.40	BERNARD L. STORE	50
CAMERON COURT CORPO. ASSN.	10	SEMI-ANNUAL	545.00	GERALD M. MCLAUGHLIN	45
CAMPUS CORPONS CONDOMINIUM	43	ANNUAL	960.00	LAWRENCE S BLOOM	05
CARL SANDERS VILLAGE CORPO.	567	SEMI-ANNUAL	7,330.25	BURTON F. NATARUS	42
CATAPPA WINTHROP BUILDING	50	ANNUAL	1,439.94	MARTIN K. VOLINI	48
CHAFFEL COURT CORPO ASSOC	12	SEMI-ANNUAL	450.00	LAWRENCE S BLOOM	05
CHASE-ASHLAND CONDOMINIUM ASSN	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
CHASMAN PARK SOUTH COOPERATIVE	112	ANNUAL	1,500.00	EUGENE SAWYER	06
CHATHAM PARK VILLAGE CORPO	552	SEMI-ANNUAL	8,600.00	EUGENE SAWYER	06
CLEARMOUNT NORTH CONDOMINIUMS	32	SEMI-ANNUAL	492.60	BERNARD L. STORE	50
COLUMBIA APARTMENTS, INC.	24	ANNUAL	1,260.00	LAWRENCE S BLOOM	05
CORCORAN LAKE CONDOMINIUM ASSN.	18	ANNUAL	1,140.00	MICHAEL F. SHAFAN	19
CORRELL CONDOMINIUM HOMES	6	SEMI-ANNUAL	225.00	MICHAEL HANDBULI	26
CRASTON CONDOMINIUM ASSOC.	46	ANNUAL	2,352.00	LAWRENCE S BLOOM	05
CRAWFORD CONDOMINIUM CORP.	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
DAYTON OVERSEY CORPO ASSOC.	10	SEMI-ANNUAL	345.00	MARTIN J. OBERMAN	43
DEAL SOUTH CONDOMINIUM ASSN.	60	ANNUAL	1,200.00	WILLIAM H. BEAVERS	07
DECHESTER HOMES REALTY TRUST	15	ANNUAL	1,120.00	LAWRENCE S BLOOM	05
DEWEE'S CONDOMINIUM ASSN.	6	ANNUAL	231.60	JOHN S. KAMATZKE	13
EAST PARK CONDOMINIUM	15	ANNUAL	1,050.00	LAWRENCE S BLOOM	05
EASTON PLACE CONDOMINIUM ASSN.	3	ANNUAL	450.00	THOMAS W. COLLERTON	38
EASTON PARK #1	11	SEMI-ANNUAL	274.75	ROGER PUCHNER	41
EASTON PARK PLAZA CONDOMINIUM	24	SEMI-ANNUAL	730.50	ROGER PUCHNER	41
EASTON PARK VILLAGE CORPO.	6	SEMI-ANNUAL	125.75	ROGER PUCHNER	41
EASTON PARK CONDOMINIUM #1	12	SEMI-ANNUAL	279.30	ROGER PUCHNER	41
EASTON PARK CONDOMINIUM	6	ANNUAL	350.50	MARTIN K. VOLINI	49

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CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITIES
REFUSE RECALL COUNCIL ORDERS--FUSION

REPORT DATE : 3/27/86
REPORT TIME : 11:35:45
PROGRAM : PRG271

MEETING DATE 4/9/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF FEE/STE	SPONSOR	
ESTES COURT CONDOMINIUM	24	SEMI-ANNUAL	574.30	DAVID D. ORR	49
ESTES/WASHINGTON CONDOMINIUM	12	ANNUAL	540.00	BERNARD L. STONE	50
EUGENIE LANE CONDOMINIUM ASSN.	24	ANNUAL	1,242.00	MARTIN J. OBERMAN	43
EVELYN LANE CONDOMINIUM	48	SEMI-ANNUAL	990.00	ROMAN PUCINSKI	41
FARWELL GREEN CONDOMINIUM	12	ANNUAL	660.00	DAVID D. ORR	49
FARWELL TERRACE CONDOMINIUM	12	SEMI-ANNUAL	450.00	DAVID D. ORR	49
FARMER HOUSE CONDOMINIUM	224	SEMI-ANNUAL	2,640.00	BURTON F. NATARUS	42
FIRST HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
FIRST RENAISSANCE ASSOCIATES CONDO	6	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	48
FITCH PARK CONDOMINIUM ASSN.	30	ANNUAL	1,152.00	BERNARD L. STONE	50
FIVE THOUSAND EAST END AVENUE	98	ANNUAL	2,093.33	TIMOTHY C. EVANS	04
FLAINDOOD CONDOMINIUM ASSN.	13	ANNUAL	864.00	DAVID D. ORR	49
FORD CITY CONDOMINIUM ASSN.	320	ANNUAL	8,820.00	JOHN S. MADZYK	13
FOREST TOWERS II	39	SEMI-ANNUAL	828.00	ROMAN PUCINSKI	41
FOSTER TERRACE CONDOMINIUM	11	ANNUAL	774.00	GERALD M. MCLAUGHLIN	45
FOUNTAIN-VIEW CONDOMINIUM	18	SEMI-ANNUAL	595.00	ROMAN PUCINSKI	41
FOUR CORNERS I CONDOMINIUMS	18	ANNUAL	1,140.00	TIMOTHY C. EVANS	04
FRIENDLY VILLAGE NUMBER TWO	18	SEMI-ANNUAL	360.00	ROMAN PUCINSKI	41
GALEWOOD SOUTH CONDOMINIUM	12	ANNUAL	700.00	WILLIAM J.P. BARKS	36
GENESIS II HOUSING COOPERATIVE	22	ANNUAL	1,020.00	LAWRENCE S. BLOOM	05
GENESIS II HOUSING COOPERATIVE	27	ANNUAL	1,186.00	LAWRENCE S. BLOOM	05
GRANDVILLE BEACH CONDO. ASSN.	212	SEMI-ANNUAL	5,171.50	MARTIN K. VOLINI	48
GRANDVILLE TERRACE MUTUAL TRUST	116	SEMI-ANNUAL	1,320.00	BERNARD L. STONE	50
GREENLEAF CONDOMINIUM ASSN.	29	ANNUAL	740.00	DAVID D. ORR	49
GREENWOOD EAST CO-OPERATIVE	36	ANNUAL	1,248.00	CLIFFORD P. KELLEY	20
HARPER SQUARE HOUSING CORP.	591	SEMI-ANNUAL	7,650.00	TIMOTHY C. EVANS	04
HEDGECOCK CONDOMINIUMS	56	SEMI-ANNUAL	1,290.00	LAWRENCE S. BLOOM	05
HIGH RIDGE EAST CONDOMINIUM	14	ANNUAL	768.00	DAVID D. ORR	49
HOLLYWOOD RIDGEVIEW CONDO.	6	ANNUAL	450.00	MARTIN K. VOLINI	48
HOYNE CONDOMINIUM UNITS	6	SEMI-ANNUAL	225.00	MICHAEL MAROULLI	26
HYDE PARK MAPOR CONDO. ASSN.	60	ANNUAL	1,342.00	TIMOTHY C. EVANS	04
IMPERIAL CONDO ASSOC. #4	54	SEMI-ANNUAL	1,498.50	ROMAN PUCINSKI	41
JACKSON SHORE COOPERATIVE	21	ANNUAL	1,575.00	LAWRENCE S. BLOOM	05
JACKSON SHORE ASSOCIATION	16	SEMI-ANNUAL	560.00	GERALD M. MCLAUGHLIN	45
JEFFERSON HOUSE CONDO ASSOC.	20	ANNUAL	924.00	THOMAS W. COLLERTON	28
JEFFERSON SQUARE CONDO ASSN.	21	SEMI-ANNUAL	499.00	GERALD M. MCLAUGHLIN	45
JEFFERSONIAN CONDOMINIUM ASSOC	12	SEMI-ANNUAL	292.00	GERALD M. MCLAUGHLIN	45
KELLEY GRHS	9	SEMI-ANNUAL	282.00	GERALD M. MCLAUGHLIN	45
KERRY COURTS CONDOMINIUM ASSN.	6	ANNUAL	501.75	GERALD M. MCLAUGHLIN	45
KILSTONAL GARDENS CONDO #2	24	SEMI-ANNUAL	546.12	GERALD M. MCLAUGHLIN	45
KILSTONAL MAPOR CONDOMINIUM	10	SEMI-ANNUAL	798.00	GERALD M. MCLAUGHLIN	45
KILSTONAL TOWERS CONDOMINIUM	30	SEMI-ANNUAL	698.00	JOSEPH S. MCCLARKE JR	35
KINGS CIRCLE CONDO	6	SEMI-ANNUAL	214.00	GERALD M. MCLAUGHLIN	45
LAKE SHORE CONDOMINIUM ASSN.	270	ANNUAL	2,040.00	MARTIN J. OBERMAN	43
LAKESHORE ASSOCIATION	18	SEMI-ANNUAL	430.00	GERALD M. MCLAUGHLIN	45

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REPORTS OF COMMITTEES

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CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE SERVICE COUNCIL MEMBERS -- PASSED

MEETING DATE 4/09/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF RATE	SPONSOR	
LAWRENCE CONDOMINIUM ASSOC.	7	SEMI-ANNUAL	256.00	GERALD M. MCLAUGHLIN	45
LELAND COURT CONDOMINIUM ASSOC.	9	SEMI-ANNUAL	337.50	EUCENE C. SCHULTZ	47
LOMELA PRIZE CONDO ASSOC.	252	SEMI-ANNUAL	3,270.00	BURTON F. NATARUS	42
MAGLAURDEN CONDO. ASSN.	106	ANNUAL	4,860.00	MARTIN J. OBERMAN	43
MASOP HONOR CONDOMINIUM	75	SEMI-ANNUAL	947.00	ROMAN FUCINSKI	41
MCCORMELL APTS. CONDO. ASSN.	15	SEMI-ANNUAL	562.50	BURTON F. NATARUS	42
MEYILL CONDOMINIUM ASSOCIATION	8	ANNUAL	309.50	WILLIAM J.F. BARKS	36
MIG CASH APT. BLDG. CORP.	21	SEMI-ANNUAL	602.00	LAWRENCE S. BLOOM	05
HIGHWAY APARTMENT BUILDING CORP	38	ANNUAL	1,581.00	LAWRENCE S. BLOOM	05
ALDWAY VILL APARTMENTS	20	ANNUAL	789.00	LAWRENCE S. BLOOM	05
MONTGOMERY COURT CONDO. ASSN.	9	ANNUAL	675.00	MARTIN J. OBERMAN	43
NORTH DAKEN SQUARE CONDO ASSOC	38	ANNUAL	1,260.00	BERNARD L. STONE	50
NORTHWEST TERRACE CONDO ASSOC.	34	SEMI-ANNUAL	1,024.00	ROMAN FUCINSKI	41
NORWOOD COURT TRC	36	SEMI-ANNUAL	1,117.00	ROMAN FUCINSKI	41
NORWOOD COURTS CONDOMINIUM	120	ANNUAL	4,301.20	BERNARD L. STONE	50
ORNFIELD WEST CONDO ASSN.	224	SEMI-ANNUAL	3,598.00	WILLIAM J.F. BARKS	36
OGLESBY AVENUE CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
OGLESBY HARBOR BLDG. CORP.	21	ANNUAL	1,090.00	LAWRENCE S. BLOOM	05
OHL MAGNIFICENT HILL CONDO.	182	ANNUAL	1,886.00	BURTON F. NATARUS	42
ORLEANS CONDO ASSN.	63	SEMI-ANNUAL	1,860.00	GERALD M. MCLAUGHLIN	45
OXFORD HOMES CONDOMINIUM ASSN.	21	ANNUAL	540.00	LAWRENCE S. BLOOM	05
PARK PLACE CONDO. ASSN.	6	SEMI-ANNUAL	225.00	MARTIN J. OBERMAN	43
PARKSIDE HARBOR CONDO ASSOC.	6	SEMI-ANNUAL	225.00	ROMAN FUCINSKI	41
PARKVIEW CONDO WEST INC.	30	ANNUAL	1,551.25	ROMAN FUCINSKI	41
PARKVIEW EAST CONDO ASSOC.	30	SEMI-ANNUAL	902.50	MARTIN J. OBERMAN	43
PIERRE CONDOMINIUM ASSOCIATION	102	ANNUAL	3,600.00	JEROME M. ORBACH	46
PIPER GROVE PLACE INC.	13	ANNUAL	730.00	LAWRENCE S. BLOOM	05
POINSETT EAST CONDOMINIUM	10	SEMI-ANNUAL	312.00	ROMAN FUCINSKI	41
POUND EAST CONDOMINIUM	50	SEMI-ANNUAL	1,575.50	DAVID D. OKE	45
PRINCE ESTATES CONDO ASSOC.	13	ANNUAL	725.00	MARTIN J. OBERMAN	43
RACINE COURTS COOPERATIVE	47	SEMI-ANNUAL	450.00	WILSON FROST	34
RITCHIE TOWER CONDOMINIUM	121	ANNUAL	9,675.00	MARTIN J. OBERMAN	43
ROSLIE CONDO ASSOCIATION	103	SEMI-ANNUAL	1,220.00	THOMAS W. COLLERTON	38
ROSLIE WOODS CONDOMINIUM	28	SEMI-ANNUAL	741.00	GERALD M. MCLAUGHLIN	45
ROSEDALE CONDOMINIUM ASSN.	14	SEMI-ANNUAL	421.20	PATRICK J. O'CONNOR	40
ROSELILLE CONDOMINIUM ASSN.	10	ANNUAL	750.00	GERALD M. MCLAUGHLIN	45
ROTHMAN HARBOR CONDOMINIUM	18	ANNUAL	830.00	GERALD M. MCLAUGHLIN	45
SHERIDAN MIDWAY CONDOMINIUM	12	ANNUAL	834.60	GERALD M. MCLAUGHLIN	45
SOUTH LAFORET CONDOMINIUM	8	ANNUAL	317.00	WILLIAM F. KRYSZYNSKI	25
ST. MICHAELS SQUARE CONDO.	34	ANNUAL	666.05	MARTIN J. OBERMAN	43
STANFORD COURTS HOMESWORKERS	60	SEMI-ANNUAL	940.00	BERNARD L. STONE	50
SUN VILLAGE CONDO	9	SEMI-ANNUAL	308.00	JOSEPH S. KODARZ JR	35
THE BROOKSTONE CONDOMINIUM	75	SEMI-ANNUAL	1,855.67	MARTIN J. OBERMAN	43
THE LANE OF COURT ON LAKE	14	ANNUAL	1,012.00	LAWRENCE S. BLOOM	05
THE OAKLEIGH CONDOMINIUM	456	SEMI-ANNUAL	7,174.02	MARTIN J. OBERMAN	43

REPORT DATE : 3/27/86
 REPORT TIME : 11:56:45
 PROGRAM : PRG271

CITY OF CHICAGO
 COMRAITEE ON CLAIMS AND LIABILITY
 REFUEL PEOPLE COUNCIL ORDERS--PAUSED

MEETING DATE: 4/09/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF FLOOR UNITS	TYPE	AMOUNT OF FEE	***** SPONSOR *****	PAGE
THE ORCH PARK CONDO ASSOC.	30	SEMI-ANNUAL	1,125.00	MARTIN J. OBERMAN	43
THE PARK CONDOMINIUM ASSOC.	45	SEMI-ANNUAL	900.00	GERALD M. McLAUGHLIN	45
THE PARK CONDOMINIUMS	12	ANNUAL	600.00	LAWRENCE S. BLOOM	05
THE PAXTON PLACE CONDOMINIUM	15	ANNUAL	1,125.00	LAWRENCE S. BLOOM	05
THE 1550 STATE PARKWAY	46	SEMI-ANNUAL	1,122.00	MARTIN J. OBERMAN	43
THE ORCHARD BEACH NORTH CONDO	152	SEMI-ANNUAL	1,380.00	MARTIN J. OBERMAN	43
THE ORCHARD BEACH SOUTH CONDO	226	SEMI-ANNUAL	3,720.00	MARTIN J. OBERMAN	43
THREE OAKS CONDOMINIUM ASSN.	36	ANNUAL	1,140.00	WILLIAM F. LEVYSTYNIAK	23
TURRY TERRACE CONDOMINIUM	21	ANNUAL	540.00	DAVID D. ORR	49
TOWER HOMES REALTY TRUST	13	ANNUAL	528.00	LAWRENCE S. BLOOM	05
TUROR GABLES BUILDING CORP.	57	ANNUAL	1,407.00	TIMOTHY C. EVANS	04
TUROR GABLES BUILDING CORP.	57	ANNUAL	1,407.00	TIMOTHY C. EVANS	04
UNIVERSITY COMMONS CONDOMINIUM	30	ANNUAL	1,305.00	LAWRENCE S. BLOOM	05
WABUCK CONDOMINIUM ASSN.	55	SEMI-ANNUAL	2,062.50	MARTIN J. OBERMAN	43
WALLAND COURTS CONDO ASSOC.	50	SEMI-ANNUAL	870.00	JEROME M. ORBACH	46
WALLAND QUADRANGLE CONDO.	16	ANNUAL	720.00	JEROME M. ORBACH	46
WILLIAMSURG CONDOMINIUM	18	SEMI-ANNUAL	466.00	ROGER FUCINSKI	41
WILSON - PAULINA COOPERATIVE	21	ANNUAL	1,350.68	EUGENE C. SCHULTER	47
WILSON COURT CONDOMINIUM	20	SEMI-ANNUAL	648.00	GERALD M. McLAUGHLIN	45
WINDHESTER-HOOD CO-OP EXT.B	72	SEMI-ANNUAL	990.00	BERNARD L. STONE	50
WINDLER LANE CONDO ASSOCIATION	48	SEMI-ANNUAL	1,279.50	GERALD M. McLAUGHLIN	45
WINDSOR COURT CONDOMINIUM NO.1	18	SEMI-ANNUAL	496.00	GERALD M. McLAUGHLIN	45
WINDSOR COURT CONDO #2	18	SEMI-ANNUAL	496.00	GERALD M. McLAUGHLIN	45
WINDSOR HOUSE CONDO. ASSN.	30	SEMI-ANNUAL	678.00	GERALD M. McLAUGHLIN	45
WINDSOR-LOUG CONDO ASSOC.	12	SEMI-ANNUAL	450.00	GERALD M. McLAUGHLIN	45
WINDSTON TOWERS NO. 4 ASSN.	251	ANNUAL	4,200.00	BERNARD L. STONE	50
WESTEYER CONDOMINIUM ASSN.	30	ANNUAL	960.00	EUGENE C. SCHULTER	47
100 E. WALTER CONDO ASSOC.	248	SEMI-ANNUAL	2,578.00	BURTON F. NATARUS	42
105 N. FINE CONDOMINIUM	8	ANNUAL	600.00	DANNY K. DAVIS	29
1236-40 W. FARMELL CONDOMINIUM	12	ANNUAL	788.00	DAVID D. ORR	49
1243-48 W. ALBION	6	ANNUAL	950.00	DAVID D. ORR	49
1300 LAKE SHORE DRIVE CONDO	150	SEMI-ANNUAL	2,187.20	MARTIN J. OBERMAN	43
1319-21 W. AFTONWOOD CONDO. ASSN	6	SEMI-ANNUAL	225.00	MARTIN J. OBERMAN	43
1329 N. DEARBORN PARKWAY CONDO	4	ANNUAL	722.00	MARTIN J. OBERMAN	43
1340 N. LEXALE STREET CONDO.	26	SEMI-ANNUAL	940.00	BURTON F. NATARUS	42
1357 E. MADISON PARK CONDO.	3	ANNUAL	225.00	TIMOTHY C. EVANS	04
1400 STATE PARKWAY CONDOMINIUM	96	SEMI-ANNUAL	1,000.00	MARTIN J. OBERMAN	43
1411 STATE PARKWAY CONDO. ASSN	15	ANNUAL	1,063.00	MARTIN J. OBERMAN	43
1415 BLANDFORD PARK CONDO ASSOC	95	SEMI-ANNUAL	1,710.00	MARTIN J. OBERMAN	43
1419 N. STATE PARKWAY CONDO.	26	ANNUAL	1,079.25	MARTIN J. OBERMAN	43
1434-36 W. LEGG CONDO. ASSN.	6	ANNUAL	450.00	DAVID D. ORR	49
1500 LAKE SHORE DRIVE BUILDING	57	SEMI-ANNUAL	1,950.00	MARTIN J. OBERMAN	43
1520-22 W. DEARBORN	6	ANNUAL	450.00	MARTIN J. OBERMAN	43
1599 STATE PARKWAY CONDO.	60	ANNUAL	1,047.75	MARTIN J. OBERMAN	43
1599 STATE PARKWAY CONDO. ASSN.	14	ANNUAL	700.00	BURTON F. NATARUS	42

4/9/86

REPORTS OF COMMITTEES

29159

REPORT DATE : 3/22/86
 REPORT FILE : 11155115
 PROGRAM : RMR271

CITY OF C U L I C O
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE DEWAL CHURCH OWNERS-POSSESS

REPORT DATE : 3/22/86
 REPORT FILE : 11155115
 PROGRAM : RMR271

REPORT DATE 4/9/86

CONTRIBUTOR/ CONTRIBUTIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	PAGE
1629-31 WEST PARK CONDO. CORP.	6	SEMI-ANNUAL	225.00	DAVID D. ORR	47
1640-48 NORTH BURLING CONDO.	10	ANNUAL	500.50	MARTIN J. OBERMAN	43
180 EAST PEARSON HOMESOWNERS	260	SEMI-ANNUAL	9,750.00	BURTON F. NATARUS	42
1801 N. OGLETHORPE CONDOMINIUM	9	ANNUAL	675.00	MARTIN J. OBERMAN	43
1814 LINCOLN PARK WEST CONDO.	4	ANNUAL	300.00	MARTIN J. OBERMAN	43
1875 BURLING CONDOMINIUM ASSN.	6	ANNUAL	450.00	MARTIN J. OBERMAN	43
200 E. DELAWARE CONDO ASSOC.	189	SEMI-ANNUAL	3,960.00	BURTON F. NATARUS	42
201 E. CHESTNUT CONDO ASSOC.	128	SEMI-ANNUAL	2,484.00	BURTON F. NATARUS	42
2024-34 EAST 72ND PLACE ASSOC.	18	SEMI-ANNUAL	516.00	LAWRENCE S. BLOOM	05
2155 N. HARLEM AVENUE BUILDING	12	SEMI-ANNUAL	327.75	WILLIAM JF BARKS	36
2225 N. HALSTED CONDO. ASSN.	24	ANNUAL	803.00	MARTIN J. OBERMAN	43
227-237 EAST DELAWARE PL. CORP.	44	SEMI-ANNUAL	1,650.00	BURTON F. NATARUS	42
2309-19 COMMONWEALTH CONDO.	31	ANNUAL	1,056.00	MARTIN J. OBERMAN	43
2318-26 NORTH SHEFFIELD CONDO.	34	ANNUAL	2,527.92	MARTIN J. OBERMAN	43
2335 N. COMMONWEALTH CONDO.	41	ANNUAL	1,848.00	MARTIN J. OBERMAN	43
2500 N. LAKEVIEW ASSOCIATION	158	SEMI-ANNUAL	1,125.00	MARTIN J. OBERMAN	43
2626 LAKEVIEW CONDO ASSOC.	492	SEMI-ANNUAL	7,724.15	MARTIN J. OBERMAN	43
2728 W. 87TH STREET CONDO	12	SEMI-ANNUAL	254.50	ROBERT T. KELLAM	18
3100 SOUTH MARTIN LUTHER KING	42	ANNUAL	954.00	BOBBY RUSH	02
317 W. BELDEN CONDOMINIUM	19	SEMI-ANNUAL	528.00	MARTIN J. OBERMAN	43
3600 CONDOMINIUM ASSOCIATION	640	SEMI-ANNUAL	6,591.00	JEROME M. ORBACH	46
3843 N. MARSHALL CONDO.	8	ANNUAL	456.75	THOMAS W. CULLERTON	33
399 CORPORATION	53	SEMI-ANNUAL	800.00	MARTIN J. OBERMAN	43
40 EAST CEDAR CONDO ASSOC.	76	SEMI-ANNUAL	1,620.00	BURTON F. NATARUS	42
4035 W. 87TH ST. CONDO. ASSOC.	6	SEMI-ANNUAL	144.00	ROBERT T. KELLAM	18
4105-13 W. CULLION CONDO. ASSN.	11	SEMI-ANNUAL	400.00	GERALD M. MCLAUGHLIN	45
4245 N. MOZART CONDOMINIUM	6	ANNUAL	450.00	PATRICK J O'CONNOR	40
4248 W. KEYSTONE CONDO. ASSN.	9	SEMI-ANNUAL	222.00	GERALD M. MCLAUGHLIN	45
5100 MARINE DRIVE CONDOMINIUM	300	SEMI-ANNUAL	2,800.00	MARTIN K. VOLINI	48
5117-19 KINGSBARK CONDOMINIUM	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5216-13 S. BURNHAM CONDO.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5220 NORTH ROCKWELL CONDO.	8	SEMI-ANNUAL	360.00	PATRICK J O'CONNOR	40
5229-22 S. BURNHAM CONDO.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5231 CONDOMINIUM ASSOCIATION	9	ANNUAL	476.50	ROMAN PACINSKI	41
527-37 W. WASHINGTON CONDOMINIUM	28	ANNUAL	1,826.00	JEROME M. ORBACH	46
5300 600 HARVARD CONDOMINIUM	27	SEMI-ANNUAL	576.00	TIMOTHY C. EVANS	04
5312-18 SOUTH HYDE PARK BLVD.	12	ANNUAL	888.00	LAWRENCE S. BLOOM	05
5318-20 KINGSBARK CONDOMINIUM	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5531-41 S. CLEVELAND CONDOMINIUM	18	ANNUAL	1,130.00	LAWRENCE S. BLOOM	05
5539-44 HOME PARK CONDOMINIUM	12	ANNUAL	870.00	LAWRENCE S. BLOOM	05
5604-56 BOKCH GLENN	6	ANNUAL	450.00	MARTIN K. VOLINI	48
5671 S. CLEVELAND CONDO.	16	ANNUAL	1,056.00	LAWRENCE S. BLOOM	05
5681-83 SOUTH HOME PARK CONDO.	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
5684-57 S. HOME PARK CONDO.	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
5684-57 KINGSBARK CONDOMINIUM	24	ANNUAL	1,080.00	TIMOTHY C. EVANS	04

REPORT DATE : 3/27/86
 REPORT TIME : 11:36:45
 PROGRAM : R00271

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUGEE PLACATE COUNCIL OFFICE-POLICE

REPORT DATE : 3/27/86
 REPORT TIME : 11:36:45
 PROGRAM : R00271

MEETING DATE 4/09/86

CONDOMINIUM/ CORPORATION NAME	NO. OF ELECTORAL UNITS	TYPE	AMOUNT OF DEBATE	***** SPONSOR *****	PAGE
5457-59 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
5453-65 S. HYDE PARK CONDO.	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
5474-76 S. EVERETT AVENUE	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
5477-79 S. HYDE PARK BOULEVARD	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
5478-80 S. EVERETT CONDO.	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
5515-17 SOUTH HYDE PARK BLVD.	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
5521-25 S. CORNELL CONDOMINIUM	9	ANNUAL	450.00	LAWRENCE S. BLOOM	05
5534-36 S. DORCHESTER CONDO.	6	ANNUAL	675.00	LAWRENCE S. BLOOM	05
5537-39 HYDE PARK CONDOMINIUM	6	SEMI-ANNUAL	225.00	LAWRENCE S. BLOOM	05
5540-42 BLACKSTONE CONDOMINIUM	7	ANNUAL	525.00	LAWRENCE S. BLOOM	05
555 W. ARLINGTON CONDOMINIUM	34	ANNUAL	1,320.00	MARTIN J. OBERMAN	43
5555 W. SURREY/STATE CONDOMINIUM	8	SEMI-ANNUAL	300.00	GERALD M. McLAUGHLIN	45
5604 & KIMBARK CONDO. ASSN.	62	ANNUAL	1,714.00	LAWRENCE S. BLOOM	05
5711-15 BLACKSTONE AVENUE CORP.	6	SEMI-ANNUAL	225.00	LAWRENCE S. BLOOM	05
5757 N. SHERIDAN RD. CONDO.	171	SEMI-ANNUAL	825.00	MARTIN K. VOLINI	48
5940 BUILDING ASSOCIATION	13	SEMI-ANNUAL	473.75	ROMAN FUCINSKI	41
6040 N. IRON CONDOMINIUM	42	SEMI-ANNUAL	780.00	PATRICK J. O'CONNOR	40
6121 SHERIDAN ROAD CONDO. ASSN.	32	ANNUAL	2,400.00	MARTIN K. VOLINI	48
6121 WEST HIGGINS AVE. CONDO.	16	SEMI-ANNUAL	276.00	GERALD M. McLAUGHLIN	45
6217-19 MAGNOLIA ASSN.	6	SEMI-ANNUAL	225.00	DAVID D. ORR	49
6219-23 CONDOMINIUM ASSN.	3	ANNUAL	235.00	MARTIN K. VOLINI	48
6221-23 N. MAGNOLIA CONDO.	6	ANNUAL	450.00	DAVID D. ORR	49
6251-53 N. GLENDON CONDO	6	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	48
6490 REGENCY CONDO ASSOC	30	SEMI-ANNUAL	888.00	ROMAN FUCINSKI	41
6616 W. 64TH PLACE CORP.	6	ANNUAL	270.00	WILLIAM F. KRYSZYNSKI	23
6620 W. 64TH PLACE CORPORATION	6	ANNUAL	270.00	WILLIAM F. KRYSZYNSKI	23
6632 WEST 64TH PLACE CORP.	6	ANNUAL	270.00	WILLIAM F. KRYSZYNSKI	23
6635-37 NORTH GLENDON CONDO	6	ANNUAL	225.00	DAVID D. ORR	49
6701 S. CHAPEL CONDOMINIUM	10	SEMI-ANNUAL	534.00	LAWRENCE S. BLOOM	05
6740 W. 64TH PLACE	8	ANNUAL	568.00	LAWRENCE S. BLOOM	05
6740 W. 64TH PLACE	6	ANNUAL	270.00	WILLIAM F. KRYSZYNSKI	23
6830-32 EASTON CONDOMINIUM	6	SEMI-ANNUAL	225.00	LAWRENCE S. BLOOM	05
6847-49 NORTH OLIVER CONDO.	9	ANNUAL	582.50	ROMAN FUCINSKI	41
6901 OGLETHORPE AVENUE APARTMENT	41	ANNUAL	1,956.00	LAWRENCE S. BLOOM	05
70 EAST CLARK STREET CORP.	30	SEMI-ANNUAL	850.00	MURTON F. PATTONS	42
710-714 CLARK ST. CONDO. ASSN.	9	SEMI-ANNUAL	337.50	JEROME N. OREGACH	45
7206-08 SOUTH YATES CONDO	6	ANNUAL	450.00	LAWRENCE S. BLOOM	05
7355 CONDOMINIUM ASSOCIATION	47	ANNUAL	1,150.00	LAWRENCE S. BLOOM	05
7563 60. SOUTH STATE BEFOE	47	ANNUAL	1,150.00	LAWRENCE S. BLOOM	05
740-42 WILLOWHURST CONDOMINIUM	6	SEMI-ANNUAL	225.00	JEROME N. OREGACH	45
7409 SOUTH COLES HIGHWAY/ST	8	ANNUAL	500.00	LAWRENCE S. BLOOM	05
8130-34 SOUTH LEXINGTON CONDO.	4	ANNUAL	450.00	WILLIAM M. HEWERS	07
8216 BELMONT BUILDING	9	SEMI-ANNUAL	550.00	WILLIAM M. HEWERS	07
8427-31 N. WEST PARK CONDO.	17	ANNUAL	420.00	ROMAN FUCINSKI	41
850 DE WITT CONDOMINIUM ASSN.	213	SEMI-ANNUAL	1,220.00	MURTON F. PATTONS	42

4/9/86

REPORTS OF COMMITTEES

29161

PAGE 7
TERMINAL 22
OPERATOR 569

C U L Y 0 4 C U L A 9 0
COMMITTEE ON CLAIMS AND LIABILITY
PEOPLE RESCUE COUNCIL ORDER - POSSE

MEETING DATE: 4/09/86

REPORT DATE : 2/27/86
REPORT TIME : 11:36:45
PROGRAM : PER271

COMMUNITY/ CORPORATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	GROUP OF PEOPLE	COMMUNITY/ CORPORATIVE NAME	NO. OF ELIGIBLE UNITS
820 LAKE SHORE DRIVE TRUST	266	SEMI-ANNUAL	2,900.00	BURTON F. HARTMAN	42
8734 W. SUMMERSIDE CONDOMINIUM	6	SEMI-ANNUAL	2,350.00	DURAND TUCENSKI	41
914 CONDO ASSOCIATION OF	8	ANNUAL	600.00	MARTIN K. POLINI	43
914 W. WILSON CONDO. ASSOC.	15	SEMI-ANNUAL	507.76	JEFFREY W. BERMAN	46
915 W. MONTGOMERY CONDOMINIUM	19	ANNUAL	900.00	MARTIN J. BERMAN	43
918-18 W. FULLERTON PARKWAY	10	SEMI-ANNUAL	264.00	MARTIN J. BERMAN	43
919 W. CARMEN STREET CONDO.	6	ANNUAL	431.79	MARTIN K. POLINI	43
938-40 W. CARMEN AVENUE CONDO.	6	ANNUAL	850.00	MARTIN K. POLINI	43
951-953 EAST HYDE PARK	6	ANNUAL	150.00	TIMOTHY C. EVANS	64

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JOURNAL--CITY COUNCIL--CHICAGO

4/9/86

REPORT DATE : 3/27/86
 REPORT TIME : 11:35:45
 PROGRAM : REP271

CITY OF CHICAGO
 COMMITTEE ON CLERKS AND LIABILITY
 RETIRE REBATE COUNCIL ORDERS--ISSUED

PAGE : 3
 TERMINAL-- XZ
 OPERATOR--GAB

MEETING DATE 4/02/86

COOPERATIVE
 COOPERATIVE
 NAME

NO. OF
 ELIGIBLE
 UNITS

TYPE

AMOUNT OF
 REBATE

 CERTIFICATE

** GRAND TOTAL AMOUNT **

319,765.11

** GRAND TOTAL NUMBER ** 279

(Continued from page 29154)

July 5, 1985	Marc H. Randall
June 13, 1985	American Country Ins. and YengChel You/Yellow Cab Co. - Cl. AC-1364
May 31, 1985	John Hancock Prop. and Cas. Co. and Richard Anderson-Cl. PA-9506702
June 24, 1985	Allstate Ins. Co. and Ruby Nanze -Cl. 183-8877-858
October 13, 1983	Allstate Ins. Co. and Zygmunt Modlinski -Cl. 123-3906-4403
July 1, 1985	Frank J. Knapp
January 1, 1985	Jan Kregulecki
July 25, 1985	William M. Shaver
May 10, 1985	Economy Pref. Ins. Co. and Arlene Sodini Cl. FFA14-487-3 AF4
August 5, 1985	Alma Buckner-Chandler
June 21, 1985	American Family Ins. and Frederick Hoemmen - Cl. 511-018818
June 24, 1985	Allstate Ins. Co. and Ruby Nanze - Cl. 183-8877-858
June 12, 1985	Chicago Board Options Exchange
July 9, 1985	State Farm Ins. Co. and James Esposito - Cl. 13-8581-529-SUB
March 14, 1985	G. Durakis
July 2, 1985	Universal Underwriters Ins. Co. and Arlington Toyota - Cl. 9411436-02
October 22, 1985	Rev. B. F. Paxton
September 10, 1985	Wiley B. Wilson
October 10, 1985	Wanda A. Glowinski
September 27, 1985	Louis Griffin
September 30, 1985	Peoples Gas Light and Coke Co. - File 85-0-160
October 19, 1985	Dominick C. Bavone
November 12, 1985	Antonio Soto
September 11, 1985	Leal Smith
July 20, 1985	Percy Reaux
August 17, 1985	Sentry Ins. Co. and Jasper Jones - Cl. 70A/Cl. 88725-60
October 21, 1985	American Service Ins. Co. and Londa Claybon - Cl. 10-85-0151
November 10, 1985	Allstate Ins. Co. and Mary Fahy -- Cl. 123-9818-807

November 9, 1985	Marta G. Waters
October 21, 1985	Peoples Gas Light and Coke Co. -- File 85-0-173
October 11, 1985	Lillie M. Schine
December 31, 1985	Benjamin Hooks
August 15, 1985	Anthony Carazzo
April 26, 1984	State Farm Ins. Co. and Patricia and Daniel Burns -- Cl. 13-8511-627-SUB
November 2, 1985	Patti T. Ritter
December 28, 1985	Jerome Reed
November 21, 1985	Jill M. Machina
December 27, 1985	Dennis D. Horcher
October 20, 1985	Ann Foster
October 1, 1985	Firemans Fund Ins. Co. and V. Seng Teaming Co. -- Cl. B-640-A-307035
December 22, 1985	Mercedes M. Cook, Shirley Wallace and Beverly Cook
December 2, 1985	Willie Bonds
February 14, 1985	Allstate Ins. Co. and David P. McGovern Cl. 270-9585-868
May 6, 1985	Manuel Gonzalez
March 27, 1985	The Hartford Co. and Hazel and Theodore Schall -- Cl. 492-AC-00428
December 27, 1985	Dennis D. Horcher
January 14, 1986	Cruz Ortiz
July 7, 1985	Raymond Smith
December 9, 1983	State Farm Ins. Co. and Anton Shahin Cl. 13-2068-605
November 6, 1985	Fred L. Steinberg
September 9, 1985	Howard T. Crowell, Jr.
April 30, 1985	Economy Fire and Cas. Co. and Howard Metzger -- Cl. FB71-857-2 AGG
December 28, 1984	Allstate Ins. Co. and Debra Hollins Cl. 183-8805-396
February 3, 1983	Milwaukee Ins. Co. and Patrick O'Connor Cl. 12K112933E
December 5, 1985	Rose M. Salvatore
July 7, 1985	Allstate Ins. Co. and Michael Leiber Cl. 137-1364-843
November 10, 1985	Allstate Ins. Co. and Mary Fahy -- Cl. 123-9818-807
August 3, 1985	Aetna Cas. Co. and Dean Robert Cl. A51-AMB-49480 SP

June 12, 1985	Underwriters Adjusting Co. and Marilyn Smith -- Cl. 002-4-Y5218
July 8, 1985	Economy Fire and Cas. Co. and Leonard and Susan Seigal -- Cl FFA14-985-4 XD6
July 24, 1985	Frank S. Blaszczyk
December 12, 1985	Della Georgiadis
January 15, 1986	Alan J. Kern

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, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

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.

Referred -- REFUND OF VARIOUS PERMIT FEES TO
DEPAUL UNIVERSITY.

The Committee on Claims and Liabilities submitted a report recommending that the City Council refer a proposed claim refunding various permit fees to DePaul University.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* and said proposed claim was *Referred to the Committee on Finance*.

COMMITTEE ON LICENSE.

CHAPTER 106.2, SECTION 106.2-2 OF MUNICIPAL CODE
AMENDED CONCERNING AUDIO--VIDEO REPAIR
SHOP LICENSES.

The Committee on License 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 Section 106.2-2 of the Municipal Code of Chicago is hereby amended by inserting therein specified language in italics below:

106.2-2 It shall be unlawful for any person to engage in the business of audio-video repair shop within the City of Chicago without first having obtained a license to do so. The license shall be issued in accordance with the provisions of Chapter 101 of the Chicago Municipal Code upon favorable recommendation of the City of Chicago *Department of Inspectional Services electrical inspections section and of the Department of Consumer Services*, and upon payment of the license fee prescribed in this Chapter. (Every license shall be posted in a conspicuous place in that part of the audio-video repair shop to which the public has access).

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

CHAPTER 156, SECTION 156-17 OF MUNICIPAL CODE
AMENDED RELATING TO PUBLIC GARAGES.

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

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

SECTION 1. Section 156-17 of the Municipal Code of Chicago is hereby amended by adding thereto, after the last paragraph, the following italic language:

156-17. For the purpose of determining the annual license fee, public garages are divided into the following classes:

* * * * *

Class III. This class shall include all public parking facilities accommodating four or more vehicles, not enclosed within a building, and devoted to parking purposes only in conjunction with the presentation of a sporting event, concert or other public entertainment. The annual license fee shall be \$10 per vehicle capacity. The capacity of such parking facility shall be figured in the basis of gross unenclosed area and by allowing 200 square feet per vehicle.

SECTION 2. Chapter 156 of the Municipal Code of Chicago is hereby amended by adding thereto a new Section 156-17.2 in italics, as follows:

156-17.2. A class III garage must be located within one-half mile of the nearest exterior portion of a stadium or other structure having a capacity of 5,000 or more and licensed as a public place of amusement. The distance shall be measured from any parking area of or entrance to the garage to the stadium. A class III garage may operate only on days when sporting events or other entertainments are presented in such public place of amusement. A class III garage may open no more than 2 hours before and must close no later than 2 hours after a sporting event or other entertainment; the licensee or an employee of the licensee must be present during all hours of operation. A class III garage may be located only on premises for which a valid occupancy certificate and valid driveway permit have been issued.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON MUNICIPAL CODE REVISION.

AMENDMENT OF MUNICIPAL CODE CHAPTER 125, SECTION 125-21, CONCERNING DEFINITION OF FIREWORKS.

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, April 3, 1986.

To the President and Members of the City Council:

Your Committee on Municipal Code Revision, having had under consideration a proposed ordinance (which was referred on February 24, 1984) to amend Chapter 125 [Fireworks], Section 21 [definitions] of the Municipal Code of Chicago, by deleting the language in brackets and adding the language underlined therein, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JEROME M. ORBACH,
Chairman.

On motion of Alderman Orbach, 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, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of Chicago, Chapter 125, is hereby amended by deleting the language in brackets and adding the language in italics below to Section 125-21, as follows:

125-21. The term fireworks shall mean and include any explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibitional nature by explosion, combustion, deflagration or detonation, and shall include blank cartridges, toy cannons in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, skyrockets, roman candles, [sparklers,] bombs, or other fireworks of like construction and any fireworks containing any explosive compound, or any tablets or other device containing any explosive substances, or containing combustible substances producing visual effects: provided, however, that the term "fireworks" shall not include *snake or glow worm pellets; smoke devices; sparklers; trick noisemakers known as "party poopers", "booby traps", "snappers", "trick matches", "cigarette loads" and "auto burglar alarms";* or toy pistols, toy canes, toy guns, or other devices in which paper caps containing twenty-five hundredths grains or less of explosive compound are used, providing they are so constructed that the hand cannot come in contact with the cap when in place for the explosion, and toy pistol paper caps which contain less than twenty hundredths grains of explosive mixture.

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

Do Not Pass -- AMENDMENT OF MUNICIPAL CODE
CHAPTER 185 CONCERNING SPECIFIC
REAL ESTATE TRANSACTIONS.

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, April 3, 1986.

To the President and Members of the City Council:

Your Committee on Municipal Code Revision, having had under consideration a proposed ordinance (which was referred on November 14, 1983) to amend Chapter 185 of the Municipal Code of Chicago by inserting therein, in its proper numerical sequence, a new section to be known as Section 185-45.1 relating to specific real estate transactions wherein outstanding unpaid utility taxes, rates or rents assessed or charged are involved, etc., begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JEROME M. ORBACH,
Chairman.

On motion of Alderman Orbach, the committee's recommendation was *Concurred In* and the said proposed ordinance *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance which failed to pass:

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

SECTION 1. That Chapter 185 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 185-45.1 and to read in italics as follows:

185-45.1 Whenever any utility taxes, rates or rents assessed or charged, or service charges for installation or disconnection of utility service assessed or charged pursuant to ordinance remain unpaid, in whole or in part, the real estate upon for which such utility was installed or disconnected, shall not be sold or transferred.

For the purposes of this section, the term "utility" shall include but is not restricted to water, gas, electricity and sewer supply.

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

COMMITTEE ON STREETS AND ALLEYS.

AUTHORITY GRANTED FOR PORTION OF NORTH SENECA STREET TO BE RENAMED "NORTH MIES VAN DER ROHE WAY".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed amended ordinance transmitted therewith:

WHEREAS, In observance of the 100th Anniversary of the birth of Ludwig Mies Van Der Rohe, the City of Chicago desires to rename N. Seneca Street to honor the memory of Mies Van Der Rohe; and

WHEREAS, Mies Van Der Rohe was one of the most influential designers of the 20th century and was a pioneer of modern architecture and a leader of the International style.

Mies' special contribution, and one widely imitated, was the skyscraper sheathed in glass and metal such as his Chicago Federal Center (1964); and

WHEREAS, Mies Van Der Rohe was Director of Architecture at the Armour Institute now, the Illinois Institute of Technology, from 1938 to 1958, now, therefore;

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

SECTION 1. That the name of N. Seneca Street between E. Chicago Avenue and E. Walton Street be and the same is hereby changed to N. Mies Van Der Rohe Way.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

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
<i>ROTI</i> (1st Ward)	South Damen Avenue (west side) from a point 218 feet south of West Polk Street to a point 24 feet south thereof (for handicapped only) -- at all times;
<i>HUELS</i> (11th Ward)	West 35th Street (north side) at 1608 -- 10:00 A.M. to 4:00 P.M. -- Mondays through Saturdays;
<i>SANTIAGO</i> (31st Ward)	West North Avenue at 3327 -- 9:00 A.M. to 6:00 P.M. -- Mondays through Saturdays;
<i>ORBACH</i> (46th Ward)	West Buena Avenue at 869 (either side of the doorway) for 30 feet -- 8:30 A.M. to 4:00 P.M. -- Mondays through Fridays.

Referred -- ONE-WAY TRAFFIC RESTRICTION IMPOSED ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way and Direction
<i>ROTI</i> (1st Ward)	West Quincy Street from South Franklin Street to South LaSalle Street -- easterly;
<i>HAGOPIAN</i> (30th Ward)	First east-west alley north of West North Avenue between North Luna Avenue and North Long Avenue -- easterly.

Referred -- AMENDMENT OF ONE WAY TRAFFIC RESTRICTION
ON PORTION OF WEST BARRY AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic on West Barry Avenue from North Clark Street to the first alley east thereof

(instead of from North Halsted Street to North Broadway -- easterly), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF ONE WAY TRAFFIC
RESTRICTION ON PORTIONS OF SPECIFIED
STREETS.

The aldermen named below presented proposed ordinances to discontinue the restriction on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
MAJERCZYK (12th Ward)	West 43rd Street between South Western Avenue and South Campbell Avenue;
HANSEN (44th Ward)	West Barry Avenue from North Halsted Street to North Broadway.

Referred -- EXTENSION OF PARKING METER AREA 202-CBD
ON PORTION OF WEST QUINCY STREET.

Alderman Roti (1st Ward) presented a proposed order to extend parking meter area 202-CBD on the south side of West Quincy Street between South Franklin Street and South Wells Street, 30 minute meters, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- EXTENSION OF PARKING METER AREA 258
NWS ON PORTION OF SOUTH SANGAMON STREET.

Alderman Roti (1st Ward) presented a proposed ordinance to extend parking meter area 258 NWS on both sides of South Sangamon Street between West Monroe Street and West Adams Street, Mondays through Saturdays, from 8:00 A.M. to 6:00 P.M., -- two hour limit, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS AT 1531
NORTH WELLS STREET.

Alderman Natarus (42nd Ward) presented a proposed order for the removal of three parking meters from in front of 1531 North Wells Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING AT ALL TIMES ON
PORTION OF NORTH KILDARE AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour periods on the west side of North Kildare Avenue from West Lawrence Avenue to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to the periods specified, during the hours designated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
MADRZYK (13th Ward)	West 63rd Street (south side) from 5851 west to South Mayfield Avenue -- 15 minutes -- 8:00 A.M. to 5:00 P.M. -- Mondays through Fridays;
SCHULTER (47th Ward)	North Lincoln Avenue (west side) from 4626 to 4635 -- 2 hours -- 7:00 A.M. to 10:00 P.M. -- Mondays through Sundays.

Referred -- DISCONTINUANCE OF PARKING LIMITATION ON
PORTION OF EAST 75TH STREET.

Alderman Bloom (5th Ward) presented a proposed ordinance to discontinue the limitation of parking on the north side of East 75th Street from South Luella Avenue to South Crandon Avenue from 8:00 A.M. to 6:00 P.M., Mondays through Saturdays, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES.

4/9/86

NEW BUSINESS PRESENTED BY ALDERMEN

29175

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
NATARUS (42nd Ward)	East Delaware Place (north side) at 200;
HANSEN (44th Ward)	West Belmont Avenue at 1415 to 1423 (at either side of driveway).

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
ROTI (1st Ward)	South Oakley Boulevard at 834;
EVANS (4th Ward)	South Evans Avenue at 4742 (one car length);
VRDOLYAK (10th Ward)	South Commercial Avenue at 9924; South Green Bay Avenue at 10918;
HUELS (11th Ward)	South Bonfield Street at 2953; South Wallace Street (west side) from a point 169 feet north of West Pershing Road to a point 113 feet north thereof;
BRADY (15th Ward)	South Claremont Avenue (west side) at 7430;
SHERMAN (21st Ward)	South Emerald Avenue at 9537 (except for the handicapped);
GARCIA (22nd Ward)	South Springfield Avenue at 2434 (except for the handicapped);
HENRY (24th Ward)	South Millard Avenue at 1249 (except for the handicapped);

Alderman	Location and Distance
<i>SOLIZ</i> (25th Ward)	South Washtenaw Avenue at 2134 (except for the handicapped);
<i>W. DAVIS</i> (27th Ward)	North Drake Avenue at 935 (except for the handicapped);
<i>SMITH</i> (28th Ward)	West Congress Parkway at 4432, 2nd floor (except for the handicapped);
<i>D. DAVIS</i> (29th Ward)	West Jackson Boulevard at 5236 (except for the handicapped); West Jackson Boulevard from South Lockwood Avenue to 5260; West Jackson Boulevard from South Lotus Avenue to 5448; West Jackson Boulevard (south side) from South Lockwood Avenue to 5305; South Lockwood Avenue from West Jackson Boulevard to a point 25 feet south thereof; South Lockwood Avenue (east side) from West Jackson Boulevard to 251; South Lockwood Avenue (west side) from West Jackson Boulevard to 250; South Lotus Avenue (east side) from West Jackson Boulevard to 305; South Lotus Avenue (west side) from West Jackson Boulevard to 240; South Lotus Avenue (west side) from West Jackson Boulevard to 306;
<i>SANTIAGO</i> (31st Ward)	North Kedzie Boulevard to 2420 (except for the handicapped);
<i>MELL</i> (33rd Ward)	North Whipple Street to 4017 (except for the handicapped);

Alderman	Location and Distance
<i>KOTLARZ</i> (35th Ward)	West George Street (south side) between North Pulaski Road and North Harding Avenue;
	North St. Louis Avenue at 3914 (except for the handicapped);
<i>BANKS</i> (36th Ward)	North Marmora Avenue at 2519 (except for the handicapped);
<i>CULLERTON</i> (38th Ward)	North New England Avenue at 3528 (except for the handicapped);
<i>NATARUS</i> (42nd Ward)	North Halsted Street at 1520 to 1540 from the south driveway north to West Weed Street;
<i>HANSEN</i> (44th Ward)	West Melrose Street (south side) at 627 (driveway);
<i>MCLAUGHLIN</i> (45th Ward)	North Rutherford Avenue (east side) at 4815 (except for the handicapped);
<i>ORBACH</i> (46th Ward)	West Irving Park Road at 600 block at either side of doorway.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
<i>O'CONNOR</i> (40th Ward)	North Ravenswood Avenue (west side) from a point 82 feet south of West Bryn Mawr Avenue to a point 60 feet south thereof -- 8:00 A.M. to 5:00 P.M. -- Mondays through Fridays;
	North Ravenswood Avenue (east side) from a point 114 feet south of West Bryn Mawr Avenue to a point 47 feet south thereof -- 8:00 A.M. to 5:00 P.M. -- Mondays through Fridays;

Alderman

Location, Distance and Time

HANSEN (44th Ward)

West School Street from North Seminary Avenue to the first alley east thereof -- 8:30 A.M. to 4:30 P.M. -- Mondays through Fridays;

ORBACH (46th Ward)

North Broadway at 4133 to 4135 (service drive) for 25 feet -- 7:00 A.M. to 4:00 P.M. -- Mondays through Sundays.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON PORTIONS OF SOUTH STONY ISLAND AVENUE.

Alderman Vrdolyak (10th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times at 9335 and 9401 South Stony Island Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones for vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance and Time

BLOOM (5th Ward)

South Oglesby Avenue (both sides) from the first east-west alley south of East 71st Street to East 72nd Street -- 9:00 A.M. to 2:00 P.M. -- Mondays through Fridays;

HUTCHINSON (9th Ward)

South Emerald Avenue (both sides) in the entire 12400 block -- 4:00 P.M. to 9:00 A.M. -- Fridays, Saturdays, Sundays and holidays;

KRYSTYNIAK (23rd Ward)

West 52nd Street (south side) from South Kostner Avenue to South Kolin Avenue - 8:00 A.M. to 10:00 A.M. -- Mondays through Fridays;

West 52nd Street (north side) from South Lavergne Avenue to the first alley west thereof -- at all times;

Alderman

Location, Distance and Time

MC LAUGHLIN (45th Ward)

West Belle Plaine Avenue (north side)
between North Kilpatrick Avenue and
North Cicero Avenue.

Referred -- EXTENSION OF RESIDENT PERMIT PARKING ZONE
AT SPECIFIED LOCATION.

Alderman Madrzyk (13th Ward) presented a proposed order to establish Resident Permit Parking Zone 72 to include both sides of West 64th Street from South Keating Avenue to the first alley east and west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the residential permit parking zones at the locations and distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Distance

STREETER (17th Ward)

South Wentworth Avenue (east side)
from West 82nd Street to West 83rd
Street;

KOTLARZ (35th Ward)

North Tripp Avenue (both sides) from
West Roscoe Street to North Milwaukee
Avenue -- 4:00 P.M. to 12:00 midnight.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON
PORTION OF SOUTH RACINE AVENUE.

Alderman Langford (16th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour at 6200 South Racine Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED
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>TILLMAN</i> (3rd Ward)	West 45th Street and South Vincennes Avenue -- "4-Way Stop";
<i>EVANS</i> (4th Ward)	East 50th Street and South Cornell Street -- "Stop";
<i>HUMES</i> (8th Ward)	South St. Lawrence Avenue at the intersection of East 100th Street -- "Stop"; South Dorchester Avenue and East 80th Street -- "Stop"; South Drexel Avenue and East 80th Street -- "Stop"; East 83rd Street and South Avalon Avenue -- "Stop";
<i>HUTCHINSON</i> (9th Ward)	West 125th Street and South Emerald Avenue -- "Stop";
<i>MADRZYK</i> (13th Ward)	West 69th Street and South Karlov Avenue -- "Stop";
<i>SHERMAN</i> (21st Ward)	South Ada Street and West 94th Street -- "Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	South Kostner Avenue (north-south alley) between West 52nd Street and West 53rd Street -- "Through Traffic Prohibited"; West 49th Street and South Kostner Avenue -- "4-Way Stop"; West 52nd Street and South Springfield Avenue -- "4-Way Stop"; West 55th Street, West 56th Street, South Menard Avenue (north-south and east-west alleys) and South Monitor Avenue -- "Thru Traffic Prohibited";

Alderman

Location and Type of Sign

West 63rd Street, West 64th Street, South Oak Park Avenue (alley) and South New England Avenue -- "Thru Traffic Prohibited";

GABINSKI (32nd Ward)

North Paulina Street and West North Avenue -- "4-Way Stop";

MELL (33rd Ward)

West Charleston Street and North Maplewood Avenue -- "Stop";

West Schubert Avenue and North Lawndale Avenue -- "Stop";

North Monticello Avenue and West Schubert Avenue -- "Stop";

KOTLARZ (35th Ward)

North Hamlin Avenue and West Schubert Avenue -- "2-Way Stop";

North Kilpatrick Avenue and West Warwick Avenue -- "Stop";

BANKS (36th Ward)

West Belmont Avenue (first east-west alley south of West Belmont Avenue) between North Neva and North Harlem Avenues -- "No Outlet";

North Meade Avenue (first alley east of between West Altgeld Street and West Wrightwood Avenue -- "Thru Traffic Prohibited";

North Oketo Avenue (one-way street/southerly) and West School Street -- "Stop";

West Schubert Avenue, West Wrightwood Avenue, North Mulligan Avenue (north-south alley) and North Narragansett Avenue -- "Thru Traffic Prohibited";

CULLERTON (38th Ward)

West Cornelia Avenue and North Nordica Avenue -- "2-Way Stop";

Alderman	Location and Type of Sign
	North Melvina Avenue and West Eddy Street -- "2-Way Stop";
	West Pensacola Avenue and North Major Avenue -- "Stop";
LAURINO (39th Ward)	North Kildare Avenue and West Argyle Street -- "Stop";
O'CONNOR (40th Ward)	North California Avenue and West Balmoral Avenue -- "2-Way Stop";
PUCINSKI (41st Ward)	North Neola Avenue and North Nassau Avenue -- "4-Way Stop";
SCHULTER (47th Ward)	West Cornelia Avenue and North Claremont Avenue -- "2-Way Stop";
	North Oakley Avenue and West Belle Plaine Avenue -- "Stop";
STONE (50th Ward)	North Maplewood Avenue and West Rosemont Avenue -- "Stop".

Referred -- SURVEY ORDERED TO DETERMINE FEASIBILITY OF
ERECTING "DEAF CROSSING" SIGN AT 1409 NORTH
MADISON AVENUE.

Alderman D. Davis (29th Ward) presented a proposed order requesting that a survey be taken to determine the feasibility of erecting a "Deaf Crossing" sign in front of 1409 North Mason Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF WEIGHT LIMITATION
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to fix a weight limitation of five tons for trucks and commercial vehicles at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>HUTCHINSON</i> (9th Ward)	East 105th Street between South State Street to South Michigan Avenue -- 5 tons; East 114th Place between South Michigan Avenue to South Edbrooke Avenue -- 5 tons;
<i>KELLEY</i> (20th Ward)	South Rhodes Avenue between East 64th Street and East 65th Street -- 5 tons.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREAS.

The aldermen named below presented five 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 HUELS (11th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 8-F bounded by

a line 125 feet west of and parallel to S. Union Avenue; a line 25 feet north of and parallel to W. 34th Street; the center line of S. Union Avenue; the center line of W. 34th Street.

BY ALDERMAN OBERMAN (43rd Ward):

To classify as a B2-3 Restricted Retail District instead of a C1-2 Restricted Commercial District the area shown on Map No. 7-G bounded by

N. Lincoln Avenue; W. Wrightwood Avenue; a line 225 feet east of N. Seminary Avenue; the alley next southwest of N. Lincoln Avenue; the alley next north of the alley next north of and parallel to W. Wrightwood Avenue; N. Seminary Avenue; W. Schubert Avenue; the alley next southwest of N. Lincoln Avenue; and N. Racine Avenue.

BY ALDERMAN VOLINI (48th Ward):

To classify as a B5-3 General Service District instead of a C2-3 General Commercial District the area shown on Map No. 15-G bounded by

W. Rosedale Avenue; N. Broadway Avenue; W. Ardmore Avenue; the alley next east of N. Broadway Avenue; the alley next north of W. Ardmore Avenue; the alley next east of N. Broadway Avenue; a line 250 feet north of W. Ardmore Avenue; the east line of the right-of-way of the Chicago Transit Authority; the alley next north of W. Bryn Mawr Avenue; N. Broadway Avenue; the alley next north of W. Bryn Mawr Avenue; the alley next northeast of N. Ridge Avenue; and the alley next west of N. Broadway.

To classify as a B5-3 General Service District instead of a C2-3, C2-4 and C2-5 General Commercial District the area shown on Map No. 13-G bounded by

W. Bryn Mawr Avenue; N. Broadway Avenue; a line 160 feet south of W. Bryn Mawr Avenue; the alley next east of N. Broadway Avenue; a line 55 feet south of W. Bryn Mawr Avenue; the east line of the right-of-way of the Chicago Transit Authority; a line 194 feet north of W. Lawrence Avenue; a line 100 feet east of N. Broadway Avenue; a line 210 feet north of W. Lawrence Avenue; N. Broadway Avenue; W. Gunnison Street; the alley next west of N. Broadway Avenue; the alley next south of W. Winnemac Avenue; a line 156.37 feet west of N. Broadway Avenue; W. Winnemac Avenue; a line 156.1 feet west of N. Broadway Avenue; the alley next north of W. Winnemac Avenue; the alley next west of N. Broadway Avenue; W. Carmen Avenue; a line 154.26 feet west of N. Broadway Avenue; a line 150.57 feet north of W. Carmen Avenue; a line 160 feet west of N. Broadway Avenue; W. Winona Street; the alley next west of N. Broadway Avenue; W. Catalpa Avenue; N. Broadway Avenue; the alley next north of W. Catalpa Avenue; and the alley next west of N. Broadway Avenue.

To classify as a B5-3 General Service District instead of a C2-3 General Commercial District the area shown on Map No. 15-G bounded by

the alley next south of W. Granville Avenue; the east line of the right-of-way of the Chicago Transit Authority; a line 250 feet north of W. Ardmore Avenue; and N. Broadway Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 160 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

EVANS (4th Ward)

Four Corners III Condominium
Association;

Cornell Village Townhouse

Alderman

Claimant

Condominium;

Cornell Village Tower Condominium;

4950 Powhatan Building Corporation;

5100 Hyde Park Condominium
Association;

Chippewa Apartments Association;

Pioneer Cooperative;

BLOOM (5th Ward)2038-2048 East 72nd Place
Condominium Association;*SHEAHAN* (19th Ward)

LaBella Casa Condominium;

SOLIZ (25th Ward)

Marcos Arroyo;

HAGOPIAN (30th Ward)

John W. Karson;

KOTLARZ (35th Ward)

East of Edens Condominium;

CULLERTON (38th Ward)

Bernice Helen Ziemba

Harold Lilja;

Leopold J. Rottau;

Chris and Emma Dubs;

LAURINO (39th Ward)Sauganash Oaks Condominium
Association;*PUCINSKI* (41st Ward)

Joseph A. De Lopez;

NATARUS (42nd Ward)

1212 Lake Shore Drive Condominium;

59-65 East Cedar Condominium
Association;40 East Cedar Condominium
Association;

Alderman

Claimant

1200 Condominium Association;

Twelve-Nine Astor Building
Corporation;

999 Lake Shore Drive Corporation;

777 Condominium Association;

535 North Michigan Condominium
Association;990 Lake Shore Drive Homeowners
Association;1340 North Dearborn Condominium
Association;20 East Cedar Condominium
Association;

1242 Lake Shore Drive Corporation;

1120 Lake Shore Drive Building
Corporation;The Drake Tower Apartments,
Incorporated;1110 North Lake Shore Drive
Homeowners Association;LaSalle Manor Condominium
Association;30 East Division Condominium
Association;50 East Bellevue Condominium
Association;LaSalle Terrace Condominium
Association;

247 East Chestnut Condominium

Alderman

Claimant

Association;

Two Hundred Nine Lake Shore Drive
Building Corporation;1530 North Dearborn Condominium;
Association;220 East Walton Condominium
Association;21 East Chestnut Condominium
Association;253 East Delaware Condominium
Association;

Hanover Condominium;

820 North Dearborn Condominium
Association;

Huron Wells Condominium Association;

OBERMAN (43rd Ward)

Howe Court Condominium Association;

The Hampden Green Condominium
Association;1339 North Dearborn Condominium
Association;*HANSEN* (44th Ward)

Yellow Face Condominium Association;

609 West Stratford Condominium;

3018-3020 North Sheridan Road
Condominium Association;

530 Barry Condominium Association;

Harbor House Condominium
Association;659 West Aldine Condominium
Association;

Alderman

Claimant

3440 Lake Shore Drive Condominium
Association;

601-609 Wellington Condominium
Association;

The Darien Condominium Homes
Association;

Sheffield Manor Condominium
Association;

823-825 West Oakdale Condominium;
Association;

Kenmore Townhouse Condominium
Association;

656 Buckingham Condominium
Association, Incorporated;

Boddiker Condominium Association;

545-553 Melrose Avenue Condominium,
Incorporated;

East Lakeview Townhouse Association;

619 Stratford Place Condominium
Association;

561 Stratford Place Condominium
Association;

731-733 West Briar Condominium
Association;

The Wellington Condominium
Association;

3180 Condominium Association;

Aldine Court Condominium
Association;

501 West Belmont Condominium
Association;

4/9/86

NEW BUSINESS PRESENTED BY ALDERMEN

29189

Alderman

Claimant

2828 North Burling Condominium
Association;

Fairbanks Condominium Association;

Heather Oaks Condominium
Association;

Oakdale Towers Condominium
Association;

708-714 West Wellington Condominium
Association;

Belmont - Cambridge Condominium
Association;

Eddystone Condominium Homes,
Incorporated;

Magnolia - Grace Condominium
Association;

500 Barry Condominium
Association;

Berwick Condominium Association;

Melrose Garden Condominium
Association;

Pickford Condominium Association;

554-556 Roscoe Condominium
Association;

Barry Condominium;

Gaslight Condominium Association;

Barry Quadrangle Condominium
Association;

644 Melrose Condominium;

444-446 West Aldine Condominium

Alderman

Claimant

Association;

Commonwealth Plaza Condominium
Association;

Barry Avenue Townhouses:

2970 Lake Shore Drive Condominium
Association;433 West Wellington Condominium
Association;500-502 West Roscoe Street
Condominium Association;607 Buckingham Condominium
Association;3300 Lake Shore Drive Condominium
Association;

415 Aldine Condominium Association;

336 Wellington Condominium
Association;

Surf Walk Condominium Association;

421 Oakdale Avenue Condominium
Association;

424-428 West Wellington Association;

520 West Roscoe Condominium
Association;

607 Melrose Condominium Association;

339 West Barry Home Owners
Association;

438-448 Surf Condominium Association;

511 Melrose Condominium Association;

420 Aldine Condominium Association;

4/9/86

NEW BUSINESS PRESENTED BY ALDERMEN

29191

Alderman

Claimant

320 Oakdale Condominium;

833-835 Buckingham Condominium
Association, Incorporated;

Harbor West Condominium Association;

560 Roscoe Building Condominium
Association;

Sheridan - Briar North Condominium
Association;

3470 North Lake Shore Drive
Condominium Association;

Belmont Condominium Association;

606-608 Aldine Condominium
Association;

Belmont Harbor I Condominium
Association;

Victorian Lanes Condominium
Association;

559 West Roscoe Home Owners
Association;

648 West Oakdale Condominium
Association;

Surf and Pine Grove Condominium
Association;

2909 North Sheridan Road
Condominium Homes Association;

3314 Condominium Association;

555 West Aldine Condominium
Association;

The Wellington Place Condominium
Association;

Alderman

Claimant

Burling Place Condominium
Association;

Waterloo Court Condominium
Association;

Kings Court Condominium Association;

Hudson Condominium Association;

Cortina Court Condominium
Association;

Wellington Town Houses;

Waveland/Racine Condominium
Association;

The Oak Grove Condominium
Association;

Fireside Condominium Association;

442 Wellington Cooperative;

Bel-Harbour Condominium Association;

3110 North Sheridan Condominium
Association;

3150 Condominium;

2912 Condominium Association;

460 West Barry Condominium
Association;

3150 North Sheridan Road
Condominium Association;

625-633 West Barry Condominium;

Brewster Condominium Association;

Commonwealth Tower;

4/9/86

NEW BUSINESS PRESENTED BY ALDERMEN

29193

Alderman

Claimant

832 West Oakdale Condominium;

Gaslight Village Condominium
Association;

Atheling Condominium Association;

425 Wellington Condominium
Association;

636 Buckingham Condominium
Association;

416 Briar Condominium Association;

440 Aldine Condominium Association;

MC LAUGHLIN (45th Ward)

Mango Gardens Condominium
Association;

ORBACH (46th Ward)

Mildred Weissman;

Kenmore-Leland West Condominium;

3532 Pine Grove Condominium
Association;

VOLINI (48th Ward)

5040-5060 Marine Drive Condominium
Association;

East Point Condominium;

Willow Glen Condominium Association;

900-902 West Margate Terrace
Condominium Association;

5445 Edgewater Plaza Condominium
Association;

Winona East Condominium;

1248-1254 West Thorndale Condominium
Association;

4826 North Kenmore 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 -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTERS 174.1 AND 130 CONCERNING
SIDEWALK CAFES.

Two proposed ordinances to amend Chapter 174.1 and Chapter 130 of the Chicago Municipal Code concerning regulations for sidewalk cafes and food dispensing carts, which were *Referred to the Committee on License*.

Referred -- VACATION OF PUBLIC WAY EASEMENT AND
ACCEPTANCE OF NEW EASEMENT WITH CHICAGO
TITLE AND TRUST COMPANY.

Also, a proposed ordinance for a vacation of the public way easement between Chicago Title and Trust Company and the City of Chicago and to accept a new easement in place thereof to provide controlled pedestrian access to a portion of Lower Wacker Drive, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Also, seven proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

CF Chicago FM, Incorporated -- to construct, maintain and use decorative canopies and oriel windows adjacent to 300 West Monroe Street;

Columbus-Cuneo-Cabrini Medical Center -- to install, maintain and use a sample basin located in the public way of South Racine Avenue approximately fifty feet north of West Cabrini Street adjacent to its property located at 811 South Lytle Street;

Jaymont Properties, Incorporated -- to construct, maintain and use vaulted sidewalk space, balconies and roof soffit adjacent to its property at 303 West Madison Street;

John Mischitz and Herbert Harding -- to construct, maintain and use vaulted sidewalk space under and along South Clark Street for a total distance of sixty feet adjacent to its property located at 650 South Clark Street;

Mort's Delicatessen, Incorporated -- to occupy a portion of the public right-of-way adjacent to 159 North Wabash Avenue for use as a sidewalk cafe;

Artist's Snack Shop -- to occupy a portion of the public right-of-way adjacent to 412 South Michigan Avenue for use as a sidewalk cafe;

Rush-Presbyterian-St. Luke's Medical Center -- to construct, maintain and use a conduit below South Paulina Street running parallel and adjacent to the premises at 1753 West Congress Parkway;

10 North Dearborn Venture -- to maintain and use a vaulted sidewalk space under and along North Dearborn Street adjacent to the premises at 10 North Dearborn Street.

Referred -- ISSUANCE OF PERMITS TO CLOSE TO TRAFFIC
PORTION OF NORTH COLUMBUS DRIVE IN
CONJUNCTION WITH CHICAGO VIETNAM
VETS PARADE WEEKEND.

Also, a proposed order to issue the necessary permits to the National Restaurant Association to close to traffic that portion of North Columbus Drive between East Jackson Boulevard and East Monroe Street and also that portion of East Jackson Boulevard between North Columbus Drive and North Lake Shore Drive for the period from June 13 to June 14, 1986 in conjunction with the Chicago Vietnam Vets Parade Weekend, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a newspaper stand permit to Beinmonyo S. Rufus, for the operation of a newspaper stand on the northeast corner of North State and West Lake Streets, Mondays through Fridays, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Referred -- CLOSE TO TRAFFIC PORTION OF WEST ADAMS
STREET IN CONJUNCTION WITH BERGHOF
OKTOBERFEST.

Also, a proposed order to close to traffic West Adams Street between South Dearborn and South State Streets for the period of September 24 through September 27, 1986, to hold the Berghoff Oktoberfest, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN TILLMAN (3rd Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building at the following locations, to wit:

4519 South State Street; and

4510 South Wabash Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

4519 South State Street; and

4510 South Wabash Avenue,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN EVANS (4th Ward):

CONGRATULATIONS EXTENDED TO DR. MARTIN LUTHER
KING JR. HIGH SCHOOL PLANNING COMMITTEE
FOR OUTSTANDING JOB IN ORGANIZING
"JAGUARS BANQUET".

A proposed resolution reading as follows:

WHEREAS, On March 15, 1986, the Dr. Martin Luther King Jr. High School Boy's Basketball Team, known as the "Jaguars", defeated the Rich Central High School team in Champaign, Illinois for the Illinois State Championship; and

WHEREAS, I was privileged to serve on a citizens' committee which planned and sponsored on March 26, 1986, a festive banquet and award ceremony; and

WHEREAS, The community celebration of the success of the great Dr. Martin Luther King Jr. High School Basketball Team, under the banner of the "Jaguars Award Banquet", combined to solidify the great community spirit of "Winners" in the 4th Ward of this great City in such a way as to permanently permeate the area; and

WHEREAS, Congratulations are in order for, not only the team, but the Committee which consisted of Mr. Laurence Wilkinson and Miss Alice Jones, King High School instructors, Mrs. Mary Barkley, Teachers' Aide, Parent Teacher Advisors Mrs. Nora Moore and Mr. Moses Cheeks, and members of the Community Council of Kenwood: Mrs. Jessie Cruze, Mrs. Constance Bryant, Mrs. Mary Bordelon, Mrs. Thurma Nellum, and Mrs. Alfreda Green; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of April, 1986, A.D., do hereby again express our gratitude to the victorious "Jaguars", of the Dr. Martin Luther King Jr. High School, as well as our congratulations and gratitude to this outstanding group of Chicago citizens for a job exceedingly well done in sponsorship of the Illinois State Championship Award Banquet; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Planning Committee of the "Jaguars Award Banquet".

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

Presented by

**ALDERMAN EVANS (4th Ward) and
ALDERMAN BLOOM (5th Ward):**

Referred -- EXECUTION OF AGREEMENT WITH HYDE PARK
CHAMBER OF COMMERCE FOR ERECTION OF
SCULPTURE.

A proposed ordinance to execute an agreement with the Hyde Park Chamber of Commerce for the erection of a sculpture immediately west of the curb cut at South Harper Avenue and East 55th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUMES (8th Ward):

"AMERICAN FEDERATION OF TEACHERS BLACK CAUCUS DAY"
IN CHICAGO PROCLAIMED FOR APRIL 12, 1986.

A proposed resolution reading as follows:

WHEREAS, The purpose of The Black Caucus of the American Federation of Teachers is to bring together the Black members of the A.F.T. for the purpose of establishing a cohesive communicative caucus which will take definitive positions on the issues within and outside of the A.F.T. which affect Black people and other minorities and make our position known to the A.F.T. by those means necessary and available to us during conventions and between conventions; and

WHEREAS, The Black Caucus of the American Federation of Teachers brings the Black educational personnel of the A.F.T. into a relation of mutual assistance and cooperation in order to improve the educational process for all children; and

WHEREAS, The Black Caucus of American Federation of Teachers attain for all Black educational personnel all rights to which they are entitled...; and

WHEREAS, The Black Caucus of A.F.T. endeavors to raise the standards of our profession and promote the welfare of the children of this nation by providing progressively better educational opportunity for all; and

WHEREAS, The Black Caucus of A.F.T. continually works to create and cooperate with those political forces with power to assure no further repression of Black children, parents of staff; now, therefore,

Be It Resolved, The Mayor and the City Council of Chicago commend the Black Caucus of the American Federation of Teachers for its tremendous efforts in upgrading education: and

Be It Further Resolved, That Saturday April 12, 1986 be known as "American Federation of Teachers Black Caucus Day".

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

CONGRATULATIONS EXTENDED TO JACKSON PARK HOSPITAL
ON RECEIVING "SAFETY AWARD".

Also, a proposed resolution reading as follows:

WHEREAS, Jackson Park Hospital, a non-for-profit organization, services the community by providing quality and efficient health care. The improvement of the facility, and the provision of medical care through their excellent staff is a top priority; and

WHEREAS, The commitment to upgrade the health care is evidenced by the construction of a new emergency surgical wing, a Cancer Treatment Center, Health Fairs, and fundraisers for Children's Disease, and Leukemia; and

WHEREAS, The Hospital has made great efforts in improving life safety standards for its patients and employees through an excellent safety program. The improvements in their fire protection systems, and life safety standards was impressive enough for Jackson Park Hospital to be awarded by The Chubb Group of Insurance Company its prestigious "Safety Award"; now, therefore,

Be It Resolved, That the Mayor and City Council of Chicago commend Jackson Park Hospital for its record of safety and the receipt of the safety award; and

Be It Further Resolved, That a suitable copy be transmitted to the Jackson Park Hospital.

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

Presented by

ALDERMAN HUTCHINSON (9th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

10946 South Edbrooke Avenue (fire-gutted);

10904 South Wabash Avenue (building in front and garage in the rear); and

357 East 116th Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

10946 South Edbrooke Avenue (fire-gutted);

10904 South Wabash Avenue (building in front and garage in the rear); and

357 East 116th Street,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MS. SUSAN SZUREK FOR
RECEIVING "1986 KATE MAREMONT FOUNDATION
DEDICATED TEACHER AWARD".

Also, a proposed resolution reading as follows:

WHEREAS, Susan Szurek has recently been named recipient of the 1986 Kate Maremont Foundation Dedicated Teacher Award and is one of only ten teachers so honored by the Chicago Region's Parent-Teachers Association; and

WHEREAS, Susan Szurek is a teacher at Ralph H. Metcalfe Magnet School at 12339 South Normal in the great City of Chicago. She has steadily encouraged her Junior High School students to sharpen their writing skills, and as a result of her dedication and determination, Metcalfe students have taken First Place, Third Place and two Honorable Mentions in the DuSable Museum's Essay Contest; her students' manuscripts are also entered in the WBEZ radio script contest, the Illinois Young Authors' Contest and the Beverly Area Planning Association's recent essay contest; and

WHEREAS, A dedicated public servant since she began teaching at Oglesby School in 1970, Susan Szurek holds a B.A. degree and two M.A. degrees; she was the recipient of a Ford Foundation Fellowship in 1983, in the area of improving students' writing skills; her expertise in this area is a great asset to the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of April, 1986, A.D., do hereby congratulate Susan Szurek on having received the 1986 Kate Maremont Foundation Dedicated Teacher Award, and extend to this outstanding public servant our very best wishes for all success and happiness in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ms. Susan Szurek.

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

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

CONGRATULATIONS EXTENDED TO MR. LANGSTON D. JONES
FOR HIS OUTSTANDING SCHOLASTIC ACHIEVEMENT.

Also, a proposed resolution reading as follows:

WHEREAS, Langston D. Jones, this year's Class Valedictorian at Corliss High School on Chicago's great south side, has shown great scholarship in what promises to be a continuing career of academic excellence; and

WHEREAS, At Corliss High, Langston D. Jones, who is 17 years old, is President of the Honor Society, President of the Science Club, and winner of the National Merit Award. He is on the Math team and his major is Economics. So impressive are his credentials that he has been accepted at Harvard University, where he plans to continue his outstanding work; and

WHEREAS, Langston D. Jones is from a family of academic excellence. His father, Lonnie Jones, is Assistant Principal of Dunbar 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 9th day of April, 1986, A. D., do hereby offer our congratulations to Langston D. Jones for his outstanding scholastic achievement, as well as our best wishes to this fine young citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Langston D. Jones.

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

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

CONGRATULATIONS EXTENDED TO MRS. ALICE LARGE
FOR HER OUTSTANDING CONTRIBUTIONS
TO YOUTH OF CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, Mrs. Alice Large, curriculum coordinator for Ralph H. Metcalfe Magnet School, has often been cited for her excellence in the field of education; and

WHEREAS, Alice Large has also been a spokesperson for her peers; during the 1983 mayoral elections she appeared on television representing 25,000 classroom teachers to offer her insight on the great possibilities of multi-cultural education, and on calming tensions arising from the elections. She has also been a resource person for a local radio show as well as a spokesperson for district school events; and

WHEREAS, In the classroom, Mrs. Large has excelled on many levels: as a teacher, as an educational planner, and as an organizer and orchestrator of students' curricula, whether social studies, nutrition, science or reading skills; and

WHEREAS, In 1984, the Illinois Office of Education conferred upon Mrs. Alice Large the title of "One Who Excels" in recognition of her numerous activities for students both in and out of the classroom. At Ralph H. Metcalfe Magnet School, she initiated "A Day In The Life Of A School", in which students are transported to a given presentation site for regular learning sessions; and

WHEREAS, The leaders of this great City are indeed proud of the example set by Mrs. Alice Large for all teachers and students; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of April, 1986, A. D., do hereby offer our gratitude to Mrs. Alice Large of the Ralph H. Metcalfe Magnet School for her outstanding contributions to the youth of our City, as well as our best wishes to this outstanding teacher and citizen for many more years of success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Alice Large.

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

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

"DR. SAMUEL A. FLUKER DAY IN CHICAGO" PROCLAIMED
FOR APRIL 24, 1986.

Also, a proposed resolution reading as follows:

WHEREAS, Dr. Samuel A. Fluker, founder and pastor of the House of Inspiration Church of God in Christ on Chicago's great southeast side, has proven himself one of our City's most inspiring and progressive leaders; and

WHEREAS, A pillar of the Roseland and Altgeld Garden communities, Dr. Fluker is active in almost every phase of urban life in these areas. He is a Chaplain at Roseland Hospital, a former youth counselor, a Founder of the In-Ter Faith League Youth Basketball Games, a member of the 5th District Beat Representative and Gang Control Committee, a member of the Altgeld Garden Advisory Council, and a Vice-president of the 5th District Police Department steering committee, in addition to his church activities; and

WHEREAS, A native of Greenwood, Mississippi, Dr. Samuel A. Fluker came to Chicago in 1957. He is a graduate of Daniel Hall Williams University in Springfield, Illinois, and holds a Doctor of Divinity degree. After engaging in many facets of community work, he

founded the House of Inspiration Church of God in Christ in 1971, first in his home and eventually in a beautiful edifice located at 32 East 113th Place; and

WHEREAS, Dr. Samuel A. Fluker is an outstanding symbol of spiritual guidance, community progress, and the general betterment of his fellow man, and by his inspiration, expertise and determination is one of the City of Chicago's most outstanding citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of April, 1986, A. D., do hereby declare Thursday, April 24, 1986, to be known throughout the City as "Dr. Samuel A. Fluker Day In Chicago" in recognition of his many outstanding contributions to the citizens of our community and of his exalted standard of spiritual leadership; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Samuel A. Fluker.

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

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

Presented by

ALDERMAN VRDOLYAK (10th Ward):

CONGRATULATIONS EXTENDED TO FATHER W. BERNARD SCHEID
ON 50TH ANNIVERSARY OF ORDINATION.

A proposed resolution reading as follows:

WHEREAS, On March 23, 1986, and again on April 20, 1986 large gatherings of family and friends will assemble to pay tribute to Reverend W. Bernard Scheid on the occasion of the anniversary of this 50th Year of Ordination into the Holy State of Priesthood; and

WHEREAS, Such celebrations will take place at St. Kevins Church, 10501 South Torrence Avenue, and St. Francis de Sales Church, 10201 South Ewing Avenue, with a public reception to follow each Mass of Celebration; and

WHEREAS, Father W. Bernard Scheid, has distinguished himself with truly dedicated service during his fifty years as Priest with service as an Assistant Pastor at St. Mel, St. Veronica, St. Martha, Holy Rosary (Irish) and as Pastor at St. Kevins for 17 years. He placed special emphasis on Youth Programs, also acted as Marriage Counselor -- and now is a member of the Presbyteral Senate of the Archdiocese with a special interest in the Retired Priest; and

WHEREAS, His smiling face, his pleasant disposition, and his comic wit have truly characterized Father Scheid's image and permeated the space he occupies and spreads throughout the throngs assembled; now, therefore,

Be It Resolved, That this ninth day of April, the Mayor and Members of this City Council do pass the Resolution of Congratulations and join with the thousands in honoring Father W. Bernard Scheid on this 50th Anniversary Occasion.

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

Referred -- ENDORSEMENT OF PLANS FOR NEW
CENTRAL PUBLIC LIBRARY.

Also, a proposed resolution to endorse the plans submitted for the new Central Public Library facility to be located at 333 South State Street, which was *Referred to the Committee on Municipal Institutions*.

Presented by

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE FRANCES MC CUDDY.

A proposed resolution reading as follows:

WHEREAS, Frances McCuddy, owner of McCuddy's Tavern, has passed away on April 4, 1986, at the age of 81; and

WHEREAS, For many, many years, Frances McCuddy owned and operated the landmark Chicago saloon across the street from Comiskey Park, located at 243 West 35th Street in the great 11th Ward of the City of Chicago; and

WHEREAS, McCuddy's Tavern has been a hub for baseball fans, sports celebrities, players, politicians, and Bridgeport residents since 1910, when Frances McCuddy's father had opened the tavern that would be opened to the fans coming to Comiskey Park; and

WHEREAS, Throughout her life, Frances McCuddy had experienced baseball to the maximum and had charmed her patrons with the many stories about the baseball greats; and

WHEREAS, Frances McCuddy had enjoyed telling the stories of how Babe Ruth would drink beer between innings in her home next door to the tavern, and how she, herself, was hit by a line drive by Luke Appling, along with many other tales; and

WHEREAS, Frances McCuddy was a down-to-earth, no-nonsense businesswoman who spoke her mind and did not tolerate anyone who would disrupt the operations at McCuddy's; and

WHEREAS, She was loved and respected by all of her patrons for the type of business that she ran, especially on Opening Day for the White Sox, and she will be greatly missed by all that come to McCuddy's, as part of their ritual before attending a ballgame of the Chicago White Sox; and

WHEREAS, Frances McCuddy will also be greatly missed by her many family members and friends whose lives she had touched as they came to McCuddy's Tavern; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 9th day of April in 1986, do hereby mourn the death of Frances McCuddy and may we also extend our deepest sympathy to the many family members and friends of Frances McCuddy; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Frances McCuddy.

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* unanimously, by a rising vote.

Presented by

ALDERMAN LANGFORD (16th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

Two proposed ordinances reading as follows:

WHEREAS, The buildings at the following locations, to wit:

5149 South Aberdeen Street (fire-gutted); and

5248 South May Street (fire-gutted),

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

5149 South Aberdeen Street (fire-gutted); and

5248 South May Street (fire-gutted),

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

WHEREAS, The building at the following location, to wit:

6817 South Loomis Street (abandoned),

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 at the following location, to wit:

6817 South Loomis Street (abandoned),

is declared a public nuisance, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Presented by

ALDERMAN STREETER (17th Ward):

Referred -- PAYMENT OF SPECIAL POLICE LICENSE FEE
BY BEACON LIGHT BAPTIST CHURCH IN
COMPLIANCE WITH CHICAGO
MUNICIPAL CODE.

A proposed ordinance requiring Beacon Light Baptist Church to pay a ten dollar license fee for each of 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 SHEAHAN (19th Ward):

Referred -- ISSUANCE OF PERMITS TO SOUTHWEST Y.M.C.A.
TO HOLD CANDY DAY SALE AT SPECIFIED
LOCATIONS.

A proposed order to issue the necessary permits to Southwest Y.M.C.A., to hold a candy day sale on West 95th, West 103rd, West 111th and South Western Avenue, and on West 103rd Street, West 111th Street and Kedzie Avenue and on West 103rd, West 111th and Pulaski Road, for the period from April 18 to April 19, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

Referred -- CONSTRUCTION OF CURB-ATTACHED SIDEWALK ON
PORTION OF SOUTH RIDGEWAY AVENUE.

A proposed order to authorize the Commissioner of Public Works to give consideration to the construction of a curb-attached sidewalk on the east side of South Ridgeway, from a point 207 feet south of West 50th Street to West 50th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN KRYSTYNIAK (23rd Ward) and
ALDERMAN KELLEY (20th Ward):**

Referred -- CHICAGO TRANSIT AUTHORITY REQUESTED TO
ENLARGE SIGNS RESERVING SENIOR AND
HANDICAPPED SEATING SPACES.

A proposed resolution requesting that the Chicago Transit Authority enlarge all signs indicating reserved senior citizen and handicapped seating, which was *Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN HENRY (24th Ward):

CONGRATULATIONS EXTENDED TO RESIDENTS OF NORTH
LAWNDALE COMMUNITY ON ESTABLISHMENT AND
DEVELOPMENT OF "CHICAGO SOUL COLA".

A proposed resolution reading as follows:

WHEREAS, The residents of North Lawndale have suffered for several years with the burden of low income and high unemployment; and

WHEREAS, The residents of North Lawndale have taken it upon themselves to solve said problems; and

WHEREAS, The primary purpose of "Chicago Soul Cola," is to offer the residents of North Lawndale employment and an elevation of its people on the socioeconomic scale; and

WHEREAS, Alderman William C. Henry, by means of Chicago Soul Cola is offering opportunities to entrepreneurship; and

WHEREAS, Alderman William C. Henry subscribes to the concept of the preamble of the United States Constitution, which says "All men have the right to life, liberty, and the pursuit of happiness"; and

WHEREAS, The basis tenant of a viable community is the ownership and participation in the American process; and

WHEREAS, Alderman William C. Henry in his leadership capacity, has opened the door in the spirit of business pioneers such as: S. B. Fuller, A. G. Gaston, Debbie Howell, George Johnson, Ed Garner, John Johnson and Dempsey Travis; now, therefore,

Be It Resolved, That Alderman William C. Henry, the residents of North Lawndale, and the 24th Ward Democratic Organization is to be commended for their efforts to provide employment, and improved living conditions for the residents of North Lawndale without the assistance of local, state or federal government funding.

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

On motion of Alderman Henry, seconded by Aldermen Bloom, Langford, Mell, Tillman and Vrdolyak, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN NARDULLI (26th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEYS.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all the public alleys in the block bounded by West Potomac Avenue, West Division Street, North Oakley Boulevard, and North Bell Avenue for St. Mary of Nazareth Hospital (No. 6-26-86-1047); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Nardulli, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

CONGRATULATIONS EXTENDED TO MRS. HATTIE CATHERINE
HARRELL ON OCCASION OF HER 89TH BIRTHDAY.

A proposed resolution reading as follows:

WHEREAS, Mrs. Hattie Catherine Harrell was born April 14, 1897 in the State of Mississippi; and

WHEREAS, She subsequently moved to Chicago and settled on its west side; and

WHEREAS, For many years Mrs. Hattie Catherine Harrell has been an active member of the Pilgrim Rest Missionary Baptist Church; and

WHEREAS, On April 14, 1986, Mrs. Harrell will celebrate her 89th birthday; now, therefore,

Be It Resolved, That we, the Honorable Mayor Harold Washington and members of the Chicago City Council, do hereby extend to her our heartiest congratulations; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Harrell as a token of our appreciation for the many fine contributions she has made to the City of Chicago.

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

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

*Referred -- MEMBERS OF UNITED STATES SENATE AND HOUSE
OF REPRESENTATIVES REQUESTED TO ENACT SENATE
BILL 1855 CONCERNING HEALTH CARE SERVICE.*

Also, a proposed resolution urging Senator Quayle, sponsor of Senate Bill 1855, to bring this bill for vote to the United States Senate, and further request the members of the United States Senate and House of Representatives to enact Senate Bill 1855 into law in a timely fashion, which was *Referred to the Committee on Health*.

*Referred -- PERMISSION GRANTED TO HOLD SIDEWALK AND
FESTIVAL ON PORTION OF WEST MADISON STREET.*

Also, a proposed order to grant permission to Mansur Abhullah/West Side Business Improvement Association, to hold a festival and sidewalk sale on both sides of West Madison Street from Menard to Mayfield Avenues on Sunday, August 3, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

*Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT SPECIFIED LOCATION.*

A proposed order for the issuance of a newspaper stand permit to Michael E. Thomas, for the operation of a newspaper stand on the southeast corner of West Grand Avenue and North Austin Boulevard on a daily basis in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Norwegian-American Hospital, to install, maintain and use a sample basin adjacent to the property located at 1051 North Richmond Street, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- CREATION OF SUBCOMMITTEE TO INVESTIGATE
COMPLIANCE OF REVENUE BONDS WITH PREVIOUSLY
ESTABLISHED GOALS.*

Also, a proposed resolution to form a subcommittee of the Committee on Finance to investigate current compliance with the goals established by the General Airport Revenue Bond and other goals established in bond ordinances and attendant documents concerning special facility revenue bonds issued for airlines at Chicago-O'Hare International Airport, which was *Referred to the Committee on Finance*.

Presented for

ALDERMAN GABINSKI (32nd Ward):

*Referred -- ISSUANCE OF PERMIT TO FRANKLIN DELANO
ROOSEVELT AMERICAN LEGION POST 923 TO HOLD
CARNIVAL AT SPECIFIED LOCATION.*

A proposed order, presented by Alderman Kotlarz, to issue the necessary permit to Franklin Delano Roosevelt American Legion Post 923 to hold a carnival on North Honore Street between West Armitage Avenue and West Cortland Street, for the period from August 6 to August 10, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN MELL (33rd Ward) and OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193,
SECTION 193-1.5 CONCERNING PENALTY PROVISIONS
FOR ACTS OF VANDALISM.

A proposed ordinance, presented by Aldermen Mell, Kelley, Hutchinson, Giles, Laurino, Hagopian, Langford, Pucinski, O'Connor, Hansen, Stone, Kotlarz, Banks, Roti, Volini, Natarus, Orr, Bloom, Humes, D. Davis, W. Davis, Sawyer, Beavers, Nardulli, Kellam, Sheahan, Soliz, Henry, Huels, Majerczyk, Cullerton, Tillman, Santiago, Orbach, Burke, Oberman and Schulter, to amend Chapter 193, Section 193-1.5 of the Chicago Municipal Code in its entirety by inserting a new Section 193-1.5 which would hereafter penalize acts of vandalism by setting requirements of community work in addition to existing penalties, which was *Referred to the Committee on Police and Fire*.

Presented by

ALDERMAN FROST (34th Ward):

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSPAPER STAND AT SPECIFIED LOCATION.

A proposed order for the issuance of a newspaper stand permit to Bessie M. Williams, for the operation of a newspaper stand on the southeast corner of West 111th Street and South Halsted Street on a daily basis, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BANKS (36th Ward):

MAY 4, 1986, PROCLAIMED "WILLIAM E. DEVER SCHOOL
DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, William E. Dever Elementary School, located at 3436 North Osceola Avenue, is currently celebrating the 50th Anniversary of its establishment; and

WHEREAS, Founded March 13, 1936, and named after one of this City's outstanding Mayors (1923-1927), William E. Dever School has enlightened several generations of Chicagoans and stands as a beacon of education on Chicago's great northwest side; and

WHEREAS, The leaders of this City recognize the crucial significance of high standards of education in our society and take great pride in institutions such as William E. Dever Elementary School; now, therefore.

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of April, 1986, A. D., do hereby extend our heartiest congratulations to the staff and students and also the many fine graduates of William E. Dever Elementary School as this fine institution celebrates 50 years of glowing enlightenment on the City's great northwest side; and

Be It Further Resolved, That we declare Sunday, May 4, 1986, to be known throughout the City as "William E. Dever School Day In Chicago" and take cognizance of the celebrations planned for that date; and

Be It Further Resolved, That a suitable copy of this resolution be presented to William E. Dever Elementary School.

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

Presented by

**ALDERMAN BANKS (36th Ward) and
ALDERMAN STONE (50th Ward):**

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
194A, SECTION 7.10-1 CONCERNING REGULATION OF
COMMERCIAL ADVERTISING SIGNS IN
RESIDENTIAL DISTRICTS.

A proposed ordinance to amend Chapter 194A, Section 7.10-1 of the Chicago Municipal Code, by regulating the dimensions, lettering and contents of commercial advertising signs in residential districts, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO MR. NATHANIEL GRUNST
ON HIS 25TH ANNIVERSARY OF TEACHING SERVICE.

A proposed resolution reading as follows:

WHEREAS, Nathaniel Grunst, now Assistant Principal of Luther High School North, is completing 25 years of faithful service to the Lutheran Church- Missouri Synod through the ministry of teaching; and

WHEREAS, Nathaniel Grunst has been a member of the Luther High School North faculty since 1962 and Assistant Principal since 1984; in that time he has been a positive and progressive influence on many young minds in our City and has helped develop the generations that produce future leaders; and

WHEREAS, The faculty and administration of Luther High School North will observe Nathaniel Grunst's 25th Anniversary with a special service and luncheon April 13, 1986; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 12th day of March, 1986, A.D., do hereby join the staff and students of Luther High School North in celebrating the 25th Anniversary of service of Mr. Nathaniel Grunst, dedicated to the ministry of teaching and developing young minds. We also extend to this great citizen our very best wishes for many more years of happiness and spiritual fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Nathaniel Grunst.

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

*Referred -- RENAMING PORTION OF WEST BITTERSWEET PLACE
TO "WEST JOYCE LANE".*

Also, a proposed ordinance to rename that portion of West Bittersweet Place running west from North Melvina Avenue for approximately 250 feet to be known as "West Joyce Lane"; which was *Referred to the Committee on Streets and Alleys*.

*Referred -- ISSUANCE OF PERMIT TO SAINT PASCAL CHURCH
TO HOLD CARNIVAL AT SPECIFIED LOCATION.*

Also, a proposed order to issue the necessary permit to St. Pascal Church to hold a carnival on church property, and in the alley north of West Irving Park Road between North Moody Avenue and North Melvina Avenue from June 1 to June 9, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE CHICAGO POLICE OFFICER
RICHARD W. CLARK.

A proposed resolution reading as follows:

WHEREAS, God the Almighty in His Infinite Wisdom has called to his eternal reward Chicago Tactical Police Officer Richard W. Clark in a senseless shooting incident which received nationwide attention April, 1986; and

WHEREAS, An outstanding citizen, a beloved family man, and a totally dedicated public servant, Officer Richard W. Clark, during his 18-year police career, had been given a meritorious unit commendation, three department commendations, 47 honorable mentions and had received letters from grateful citizens complimenting him for specific acts of public service; and

WHEREAS, Police Officer Clark was a dedicated husband and father of three and was beloved throughout his northwest side neighborhood. Many of the neighborhood children to whom he was a father figure referred to him as "Uncle Rich"; in his spare time he was involved in many activities in the 39th Ward community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day April, 1986, A.D., do hereby voice our deep sorrow on the untimely death of Chicago Police Officer Richard W. Clark, and that we extend to his family and many friends our most sincere expression of shared loss and grief; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Chicago Police Officer Richard W. Clark.

Alderman Laurino 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 Laurino, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Referred-- PROPOSED ALLOCATION OF MOTOR FUEL TAX
FUNDS FOR RESURFACING PORTION OF WEST
WILSON AVENUE.

Also, a proposed ordinance directing the City Comptroller and the City Treasurer to consider the drafting of the necessary ordinance for the allocation of motor fuel tax funds to

resurface, widen and construct West Wilson Avenue, from North Kimball to North Kedzie Avenues, which was *Referred to the Committee on Local Transportation.*

Presented by

**ALDERMAN LAURINO (39th Ward) and
ALDERMAN MC LAUGHLIN (45th Ward):**

CONGRATULATIONS EXTENDED TO SAINT EDWARD ROMAN
CATHOLIC GRAMMAR SCHOOL ON ITS
75TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, St. Edward Roman Catholic Grammar School, located in the heart of the City of Chicago's great Mayfair community on the northwest side, is culminating a year of observance of its Diamond Jubilee with weekend celebrations April 19 and 20, 1986; and

WHEREAS, St. Edward School and the Dominican Sisters have been a significant influence in the Mayfair community since 1910, providing education, spiritual guidance and stability to generation after generation who have sent their children to be educated by those who educated them; and

WHEREAS, It is in the education of our young people, in a standard typified by that received at schools like St. Edward, in which the leaders of our great City place so many hopes for the future; now, therefore.

Be It Resolved. That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 9th day of April, 1986, A. D., do hereby congratulate the Dominican Sisters, staff and students of St. Edward Roman Catholic Grammar School as they celebrate 75 great years of education and spiritual fulfillment in the Mayfair community of our great City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to St. Edward School.

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

Presented by

ALDERMAN NATARUS (42nd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC WAY.

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 north-south 14-foot public alley in the block bounded by West North Avenue, West Schiller Street, North Wieland Street, and North Wells Street for American National Bank and Trust Company, Trust No. 63999, (No. 4-42-86-1044); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

CONGRATULATIONS EXTENDED TO FIRST SAINT PAUL'S
EVANGELICAL LUTHERAN CHURCH ON OCCASION
OF ITS 140TH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, On April 12, 1986, First Saint Paul's Evangelical Lutheran Church celebrates its 140th anniversary as a Christian congregation on Chicago's near north side; and

WHEREAS, First Saint Paul's, the oldest Lutheran congregation in the Chicagoland area, was the site of the convention that in 1847 gave birth to the three and one-half million member Lutheran Church-Missouri Synod; and

WHEREAS, All Chicagoans can be proud and grateful that for 140 years First Saint Paul's has been committed to our City as its members minister to the spiritual, emotional and physical needs of their neighbors to the glory of their God; and

WHEREAS, Chicago's near north side has been especially blessed by the ministry of First Saint Paul's as its congregation serves 70 meals to needy neighbors every Saturday afternoon and is a haven for many community groups that use the church facilities for their activities; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago assembled here this Ninth Day of April, Nineteen Hundred and Eighty-Six A.D., do hereby honor and congratulate First Saint Paul's Evangelical Lutheran Church on the occasion of the 140th anniversary of its founding and do hereby urge all citizens of the City of Chicago to remember and take cognizance of the good that all those associated with First

Saint Paul's have accomplished on behalf of their neighborhood and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution shall be prepared and presented to First Saint Paul's Evangelical Lutheran Church.

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*, unanimously.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Also, nine proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Arnie's Cafe -- for use of 1050 North State Street as sidewalk cafe;

Oak Street Restaurant -- for use of 25 East Oak Street as sidewalk cafe;

Rue Saint Clair Restaurant -- for use of 640 North St. Clair Street as sidewalk cafe;

Maple Street Pier -- for use of 1 West Maple Street as sidewalk cafe;

Tempo Restaurant -- for use of 1 East Chestnut Street as sidewalk cafe;

Larrabee-Dickens Corporation -- for construction, maintenance and use of five balcony projections over sundry public ways;

LaSalle National Bank, under Trust 108841 -- for construction, maintenance and use of five bay windows and a canopy over West Grand Avenue as associated with the premises at 512-520 North Clark Street;

MAT Associates, Incorporated -- for construction, maintenance and use of six canopies at 505 North Michigan Avenue, also for a taxicab curb cut on portion of North Michigan Avenue, also for use of portion of the lower level of North Michigan Avenue near East Illinois Street for a refuse compactor to be installed on a concrete pad;

Natural Eating Ways, Incorporated -- for construction, maintenance and use of a ventilating duct in the public alley adjacent to the premises at 362 West Erie Street;

Northwestern Memorial Hospital -- for maintenance and use of various tunnels, pipe lines for oxygen supply and sundry covered bridges, passageways, et cetera;

Northwestern University -- for maintenance and use of various tunnels, steam pipes, communications conduit, manhole, communications lines and cables:

Oxford-Illinois Resources, Incorporated -- for construction, maintenance and use of vaulted sidewalk space and bay windows adjacent to 700 North Michigan Avenue.

F. W. Woolworth Company -- for maintenance and use of vaulted sidewalk space adjacent to property at 676 North Michigan Avenue.

Referred -- ISSUANCE OF NECESSARY PERMITS TO HOLD
ANNUAL WELLS STREET ARTS AND CRAFTS FAIR
AT SPECIFIED LOCATION.

Also, a proposed ordinance to issue the necessary permits to the Old Town Chamber of Commerce to hold the Annual Wells Street Arts and Crafts Fair on North Wells Street, from West Evergreen Avenue to West North Avenue, for the period from June 14th thru 15th, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to The Forgotten Woman, Chicago, Incorporated, for the construction, maintenance and use of a canopy attached to the building or structure at 535 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

DRAFTING OF ORDINANCES DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAYS.

Two proposed orders reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of North Fremont Street lying between West Willow Street and North Bissell Street for the Department of Housing (No. 32-43-86-1048); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the northwesterly-southeasterly and east-west public alleys lying east of the east right-of-way line of the Chicago Transit Authority in the block bounded by North Sheffield Avenue, North Lincoln Avenue, and West Altgeld Street for Cosmopolitan National Bank, as Trustee, Trust No. 20238 (No. 29-43-86-1046); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Oberman, each of the foregoing proposed orders was *Passed*.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS.

Also, two proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Children's Memorial Hospital -- to install, maintain and use four, four-inch conduits under and across North Lincoln Avenue, connecting an office building to the main hospital location known as 2300 Children's Plaza;

Clinton A. Krislov -- to construct, maintain and use bay windows over the public right-of-way at the north end of the existing building located at 615 West Dickens Avenue.

Referred -- AMENDMENT OF RESIDENTIAL PLANNED
DEVELOPMENT NO. 84 FOR
GRANT HOSPITAL.

Also, a proposed ordinance to amend Residential Planned Development No. 84 to include additional restrictions in reference to the garage facility and the Southeast Pavilion affiliated with Grant Hospital, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN HANSEN (44th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK
SALE/SUMMER FESTIVAL/TASTE OF LAKEVIEW EAST
ON PORTION OF NORTH BROADWAY.

A proposed order for the issuance of the necessary permits to the Lake View East Development Corporation, c/o Catherine Rondinelli, to hold a sidewalk sale/summer festival/Taste of Lakeview East on North Broadway, from West Diversey Avenue to West Roscoe Street, for the period from July 25th thru July 27th, 1986, which was *Referred to the Committee on Beautification and Recreation.*

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR
ERECTION OF SIGN/SIGNBOARD AT
SPECIFIED LOCATION.

A proposed order for the issuance of a sign permit to James D. Ahern and Company for the erection of an illuminated business sign at 5373 North Milwaukee Avenue for Gateway Chevrolet, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN ORBACH (46th Ward):

STEWART-WARNER CORPORATION URGED TO WORK WITH
UNION AND KEEP BUSINESS OPEN.

A proposed resolution reading as follows:

WHEREAS, The 1,700 workers at the Stewart-Warner Corporation organized by the United Electrical, Radio and Machine Workers of America have been without a contract since December 31, 1985; and

WHEREAS, There have been no negotiations over a new contract since March 1 of this year; and

WHEREAS, Union members have consistently voiced their concerns over job security guarantees including provisions for retraining workers affected by the moving of some company operations to Tennessee; and

WHEREAS, Company officials and union representatives disagree on how many workers will be affected by the proposed move; and

WHEREAS, The plant, at 1826 W. Diversey, employs nearly 2,000 people who depend on the continued operation of the plant for their livelihood; and

WHEREAS, Unionized workers continue to fear that Stewart-Warner Corporation plans to move its entire operation to the Sun Belt; and

WHEREAS, The possible movement of corporation interests from the Chicago area is detrimental to all citizens of the City; now, therefore,

Be It Resolved, That the City Council of the City of Chicago urge the Stewart-Warner Corporation to meet with the United Electrical, Radio and Machine Workers of America and the Coalition to Keep Stewart-Warner Open so an equitable solution can be found for the concerns of all involved in this matter at the soonest possible date.

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*, unanimously.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred-- AMENDMENT OF MUNICIPAL CODE CHAPTER 101,
SECTION 101-29.3 CONCERNING BUSINESS
NOTIFICATION.

A proposed ordinance to amend Chapter 101, Section 101-29.3 of the Municipal Code of Chicago concerning notification to businesses regarding refuse removal from abutting public way, which was *Referred to the Committee on License*.

Referred-- INSTALLATION OF ALLEY LIGHT BEHIND 4202
NORTH WINCHESTER AVENUE.

Also, a proposed order for the installation of an alley light at the rear of the premises of 4202 North Winchester Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN ORR (49th Ward):

Referred-- GRANT OF PRIVILEGE IN PUBLIC WAY TO
LOYOLA UNIVERSITY OF CHICAGO.

A proposed ordinance granting permission and authority to Loyola University of Chicago to install, maintain and use a stairway to its property located at 6525 North Sheridan Road, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN STONE (50th Ward) and
ALDERMAN BANKS (36th Ward):**

Referred -- AMENDMENT OF CHAPTER 194A, SECTION 7.4-1
OF MUNICIPAL CODE CONCERNING COMMERCIAL
OUTDOOR ADVERTISING SIGNS.

A proposed ordinance to amend Chapter 194A, Section 7.4-1 of the Municipal Code concerning commercial outdoor advertising signs, which was *Referred to the Committee on Zoning*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN ROTI (1st Ward):

Ada S. McKinley Community Services, 32 W. Randolph Street -- for rehabilitation of an existing structure (Dodge Building) on the premises known as 330 E. 24th Street.

Feurich Construction Company, 914 N. Milwaukee Avenue, Wheeling, Illinois 60090 -- for renovation of basement areas on the premises known as Kraft Building, 500 Peshtigo Court.

BY ALDERMAN LAURINO (39th Ward):

Northeastern Illinois University -- for electrical installations on the premises known as 4008 W. Rosemont Avenue.

Northeastern Illinois University -- for electrical installations on the premises known as the Art Center, 5101 N. Kimball Avenue.

Senior Citizens Senate -- for construction of a one-story storage and maintenance building, new parking lot, and for the installation of an emergency generator on the premises known as 5801 - G N. Pulaski Road.

Telshe Yeshiva Chicago -- for the construction of a 2-story addition to existing structure on the premises known as 3535 W. Foster Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Erie Neighborhood House Day Care Center, 1347 W. Erie Street.

BY ALDERMAN TILLMAN (3rd Ward):

Centers for New Horizons, Inc., 5140 S. Federal Street.

Firman Community Services Day Care Center, 144 W. 47th Street.

BY ALDERMAN EVANS (4th Ward):

Chicago Child Care Society, 5467 S. University Avenue.

Hyde Park Neighborhood Club Pre-School Program, 5480 S. Kenwood Avenue.

BY ALDERMAN SAWYER (6th Ward):

Brey Temple Christian Methodist Episcopal Church Day Care Center, 7300 S. Greenwood Avenue.

Chatham Avalon Nursery and Kindergarten, 26 E. 79th Street.

Chatham Pre-School Center, 741 E. 84th Street.

Chesterfield Tom Thumb Day Care Center, 9214 S. Cottage Grove Avenue.

Emmanuel Community Church Day Care Center, 618 E. 72nd Street.

Grand Crossing Headstart, 7239 S. Dobson Avenue.

Greater Institutional A.M.E. Headstart School, 7800 S. Indiana Avenue (2).

Ingleside Headstart and School Age, 939 E. 72nd Street.

Little People's Institute, 117 E. 87th Street.

Melglow Nursery, 8855 S. State Street.

New Concept Development Center, 7526 S. Cottage Grove Avenue.

South Harper Montessori School, 9011 S. Cottage Grove Avenue.

Tiny Tots Villa, 8128 S. Martin Luther King Drive.

Topsy Turby Nursery and Kindergarten, 723 E. 75th Street.

BY ALDERMAN HUTCHINSON (9th Ward):

Centers for New Horizons, Inc., 941 E. 132nd Street.

BY ALDERMAN VRDOLYAK (10th Ward):

South Chicago Y.M.C.A of Metropolitan Chicago, 3039 W. 91st Street.

BY ALDERMAN LANGFORD (16th Ward):

Chicago Urban Day School, 1248 W. 69th Street.

BY ALDERMAN STREETER (17th Ward):

Accounters Community Center, 1155 W. 81st Street.

BY ALDERMAN KELLEY (20th Ward):

The First Presbyterian Church Day Care Center, 6400 S. Kimbark Avenue.

Y.M.C.A. Child Development Center, 6200 S. Drexel Avenue.

BY ALDERMAN W. DAVIS (27th Ward):

Chase House Day Care Center, 211 S. Ashland Avenue.

Marillac House Social Centers, 2822 W. Jackson Boulevard.

Onward Neighborhood House, 600 N. Leavitt Street.

The Salvation Army (Midwest Head Start), 20 S. Campbell Avenue.

BY ALDERMAN D. DAVIS (29th Ward):

South Austin Day Care Center, 301 N. Mayfield Avenue.

St. Martin Day Care Center, 5704 West Midway Park.

BY ALDERMAN KOTLARZ for *ALDERMAN GABINSKI* (32nd Ward):

Mary Crane Nursery/Day Care Center Class I, 2905 N. Leavitt Street.

BY ALDERMAN MELL (33rd Ward):

Casa Central Day Care Center, 2610 N. Francisco Avenue.

BY ALDERMAN LAURINO (39th Ward):

North Park Covenant Church Nursery School, 5250 N. Christiana Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

Korean American Community Services Day Care Center, 4300 N. California Avenue.

Swedish Covenant Hospital Service Guild Coffee Shop, 5145 N. California Avenue.

Swedish Covenant Hospital Employee Cafeteria, 5145 N. California Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

The Presbyterian Church of Norwood Park Preschool, 5849 N. Nina Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Fourth Presbyterian Church Day Care Center, 126 East Chestnut Street.

Saint Chrysoston's Day School, 1424 N. Dearborn Parkway.

Wayman Day Care Center, 511 W. Elm Street.

BY ALDERMAN OBERMAN (43rd Ward):

Infant Welfare Society, 1931 N. Halsted Street.

Moody Church Early Childhood Center, 1609 N. LaSalle Street.

BY ALDERMAN HANSEN (44th Ward):

Resurrection Lutheran Church Pre-School, 3309 N. Seminary Avenue.

BY ALDERMAN MC LAUGHLIN (45th Ward):

Lydia Home Association, 4300 W. Irving Park Road.

BY ALDERMAN ORBACH (46th Ward):

Christopher House Day Care Center, 850 W. Eastwood Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Baptist Day Care Center, 4455 N. Seeley Avenue.

BY ALDERMAN VOLINI (48th Ward):

Child Development Center Y.W.C.A. of Metropolitan Chicago, 5244 N. Lakewood Avenue.

Christopher House Lakeside Day Care Center, 1100 W. Lawrence Avenue.

Kids Day Out Day Care Center Y.M.C.A. of Metropolitan Chicago, 5244 N. Lakewood Avenue.

Kindergarten After School Y.M.C.A. of Metropolitan Chicago, 5244 N. Lakewood Avenue.

Unity Lutheran Day Care Center, 5409 N. Magnolia Avenue.

Uptown Lutheran Day Care Center, 5030 N. Marine Drive.

Winthrop Day Care Center, 4848 N. Winthrop Avenue.

BY ALDERMAN STONE (50th Ward):

Virginia Frank Child Development Center, 3033 W. Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Archdiocesan Latin American Committee, 1300 S. Wabash Avenue -- boiler inspections.

De Paul University, sundry locations -- building, elevator and revolving door inspections (5).

BY ALDERMAN EVANS (4th Ward):

Hyde Park Neighborhood Club, 5480 S. Kenwood Avenue -- fuel burning equipment inspections (2).

University of Chicago, 5233 S. Greenwood Avenue -- boiler and water heater inspections.

BY ALDERMAN BLOOM (5th Ward):

Marion Realty Company, 5480 S. Cornell Avenue -- elevator inspection.

BY ALDERMAN HUELS (11th Ward):

Northwestern Memorial Hospital, 520 W. 36th Street -- elevator inspection.

BY ALDERMAN KELLAM (18th Ward):

Ford City Sertoma, 4343 W. 83rd Street -- building inspection.

BY ALDERMAN KELLEY (20th Ward):

The University of Chicago, sundry locations -- boiler inspections.

BY ALDERMAN SOLIZ (25th Ward):

Schwab Rehabilitation Center, 1401 S. California Avenue -- fuel tank inspection.

BY ALDERMAN SMITH (28th Ward):

St. Mel Church/Archdiocese of Chicago, 22 N. Kildare Avenue.

BY ALDERMAN O'CONNOR (40th Ward):

Twentieth Church of Christ, Scientist, 6320 N. Sacramento Avenue -- mechanical ventilation inspection.

BY ALDERMAN NATARUS (42nd Ward):

Medinah Temple, 600 N. Wabash Avenue -- parking sign and surcharge inspections.

Northwestern Memorial Hospital/Streeterville Corporation, 240 E. Pearson Street -- building inspection.

Quigley Preparatory Seminary North, 103 E. Chestnut Street -- parking sign and surcharge inspections.

BY ALDERMAN OBERMAN (43rd Ward):

De Paul University, sundry locations -- boiler and elevator inspections (2).

REFUND OF FEE:

BY ALDERMAN LAURINO (39th Ward):

Telshe Yeshiva Chicago, 3535 W. Foster Avenue -- refund of Permit No. B- 662836 for the amount of \$2,125.25.

WAIVER OF FEE:

BY ALDERMAN GILES (37th Ward):

St. Anne's Hospital, 4950 W. Thomas Street -- permit fee.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (February 4, 1986).

Alderman Roti moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Tuesday, February 4, 1986, as follows:

Page 26763 -- by deleting the number "81" appearing on the twenty-eighth line from the top of the page and inserting the number "67" in lieu thereof.

The motion *Prevailed*.

JOURNAL (March 21, 1986).

Special Meeting.

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on March 21, 1986, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (March 25, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on March 25, 1986, at 12:00 P.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* the printed Official Journal as follows:

Page 28835 -- by deleting the dollar amount "\$11,917,562" appearing on the fifth line from the bottom of the page and inserting the amount "\$5,958,781" in lieu thereof.

The motion *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal *As Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Roti, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of March 25, 1986, pages 28887-28899; recommending that the City Council amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

On motion of Alderman Roti, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

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. 1-L.

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 B4-1 Restricted Service District symbols and indications as shown on Map No. 1-L in the area bounded by

West Chicago Avenue: a line 60 feet east of North Lamon Avenue; the alley next south of West Chicago Avenue; and North Lamon Avenue,

to those of an R3 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 No. 2-L.

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 District symbols and indications as shown on Map No. 2-L in the area bounded by

West Madison Street; a line 160 feet east of and parallel to South Laramie Avenue; the alley next south of and parallel to West Madison Street; and South Laramie Avenue,

to those of an C2-2 General 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. 3-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 C2-4 General Commercial District symbols and indications as shown on Map No. 3-F in the area bounded by

West Elm Street; a line 132.43 feet west of and parallel to North Clark Street; a line 71.93 feet south of and parallel to West Elm Street; a line 56.07 feet west of and parallel to North Clark Street; West Elm Street; North Clark Street; a line 236.76 feet south of and parallel to West Elm Street; and the alley next west of North Clark Street,

to the designation of a C2-5 General Commercial District and a corresponding use district is hereby established in the area described above.

SECTION 2. Further, that the Chicago Zoning Ordinance be amended by changing all the C2-5 General Commercial District symbols and indications as shown on Map No. 3-F in the area bounded by

West Elm Street; a line 132.43 feet west of and parallel to North Clark Street; a line 71.93 feet south of and parallel to West Elm Street; a line 56.07 feet west of and parallel to North Clark Street; West Elm Street; North Clark Street; a line 236.76 feet south of and parallel to West Elm Street; and the alley next west of North Clark Street,

to the designation of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set

forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Residential-Business Planned Development printed
on pages 29234 through 29240
of this Journal.]

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

*Reclassification of Area Shown on Map No. 3-F
(As Amended).*

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 B2-3 Restricted Retail District symbols and indications as shown on Map No. 3-F in the area bounded by

West North Avenue; North Cleveland Avenue; the alley next south of and parallel to West North Avenue; and North Mohawk Street,

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. 3-K.

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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 3-K in the area bounded by

West LeMoyne Street; the alley next east of North Cicero Avenue; the alley next south of West LeMoyne Street; and North Cicero Avenue,

to those of a C2-1 General 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.

(Continued on page 29241)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. _____

PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as Residential-Business Planned Development consists of approximately 30,369 square feet (0.7 acres) of real property bounded as shown on the attached "Property Lot Line Map." The property is currently owned or controlled by: LaSalle National Bank, as Trustee under Trust Number 109371

2. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development, and illustrates that the development of such area will be in accordance with the intent and purpose of this Plan of Development.

3. The Applicant or its successors, assignees, grantees or such other person or entity as may then own or control the subject property shall obtain all required reviews, approvals, licenses and permits in connection with this Planned Development.

4. Any dedication or vacation of streets, alleys or easements or any adjustment of rights-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

5. The following uses shall be permitted within the Planned Development: dwelling units, business uses, related health and recreational uses, earth station receiving dish, and accessory and non-accessory off-street parking including the non-accessory off-street parking specified by the Zoning Board of Appeals in its Resolution of April 21, 1978, in Cal. No. 71-78-S, which latter parking requirement may be satisfied during the period of construction of this planned development on any suitable location within 1,000 feet walking distance of said premises served. All other controls and regulations set forth herein apply within the general application of this statement.

6. Any service drive or other ingress or egress for motor vehicles shall be adequately designed and paved in accordance with the now published regulations of the Bureau of Traffic Engineering and Operations and in compliance with the Municipal Code of the City of Chicago.

7. The height restriction of the Planned Development and any appurtenance attached shall be subject to:

- (1) Height limitations as certified on Form FAA-117 (or on successor form or forms covering the same subject matter) and approved by the Federal Aviation Administration;
- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

8. Accessory and non-accessory off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning.

9. Business and business identification signs shall be permitted on exterior building surfaces subject to the review and approval of the Departments of Planning, Zoning and Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals.

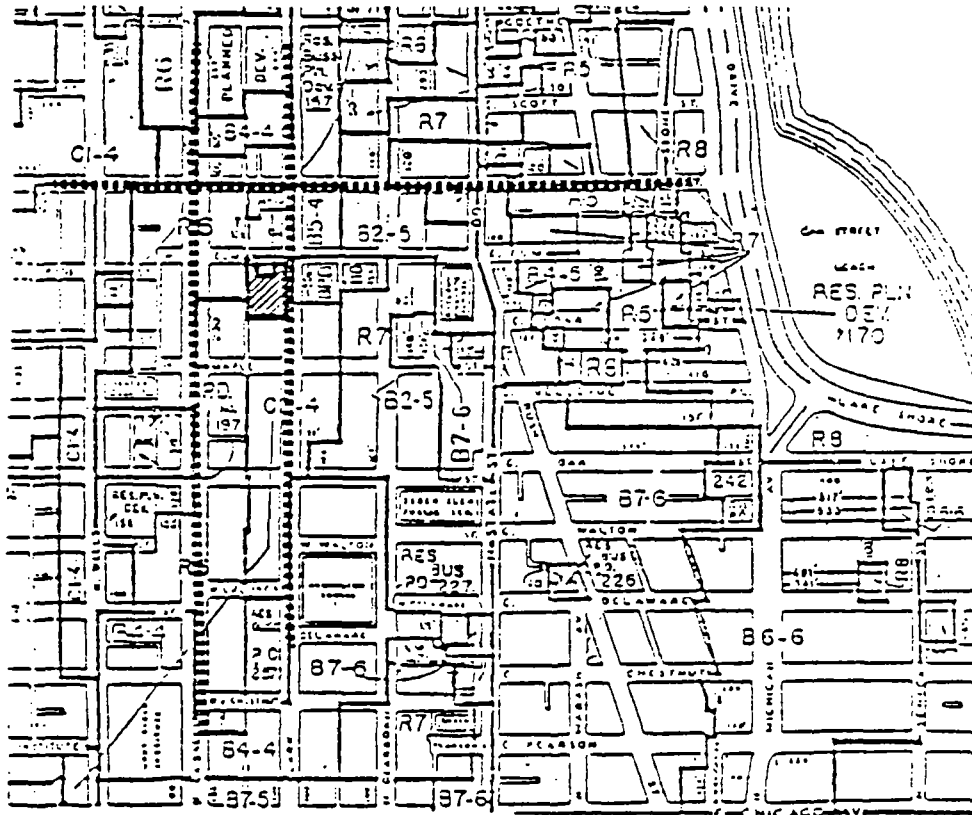
10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning and in force on the date of this application.

APPLICANT: Eugene Heytow

ADDRESS: 1116-1138 North Clark Street

DATE: December 17, 1985

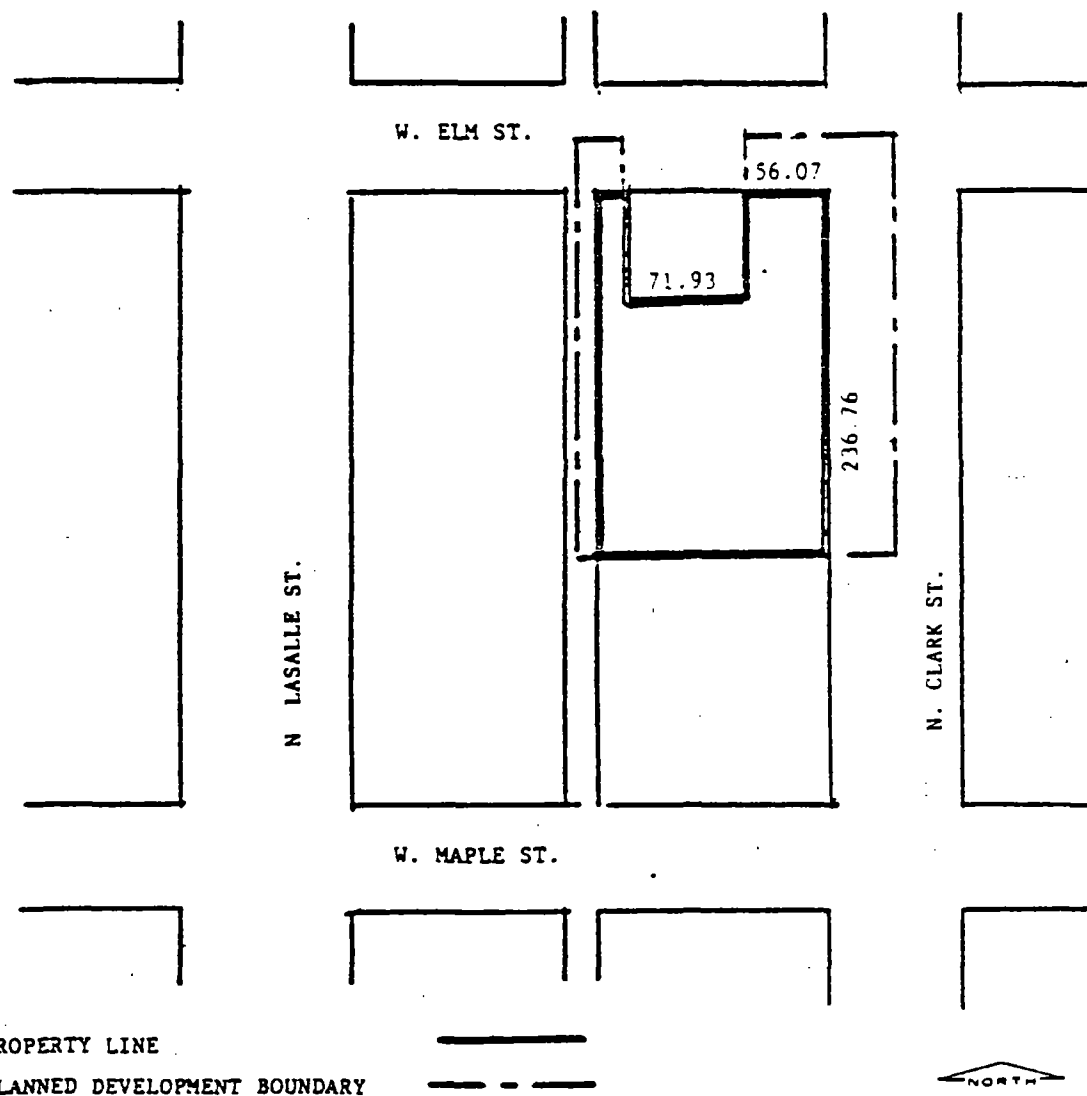
RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT ZONING & PREFERENTIAL STREETS MAP



PROPOSED DEVELOPMENT

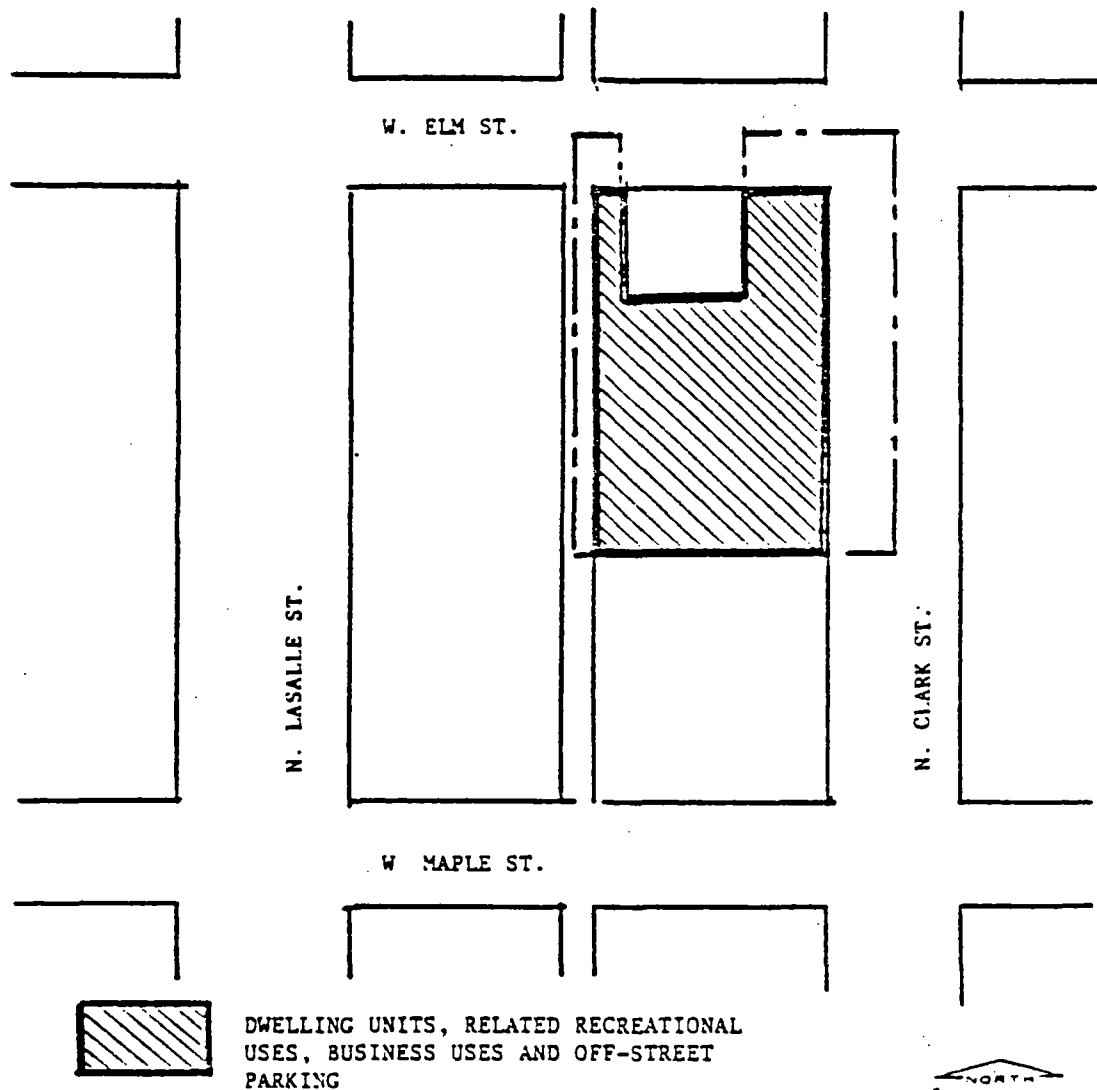
APPLICANT: Eugene Heytow
ADDRESS: 1116-1138 North Clark Street
DATE: December 17, 1985

RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT
PLANNED DEVELOPMENT BOUNDARY MAP



APPLICANT: Eugene Heytow
ADDRESS: 1116-1138 North Clark Street
DATE: December 17, 1985

RESIDENTIAL - BUSINESS PLANNED DEVELOPMENT
PROPOSED GENERAL LAND USE PLAN



APPLICANT: Eugene Heytow

ADDRESS: 1116-1138 North Clark Street

DATE: December 17, 1985

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT No. _____

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

NET SITE AREA	GENERAL DESCRIPTION OF LAND USE	MAX NO. OF DWELLING UNITS	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERCENTAGE OF LAND COVERED
30,369 sq. ft. or 0.7 acres	Dwelling units, recreational uses, business uses, (Including an earth station receiving dish) and off-street parking	320	11.5	at grade: 92% at 65 ft. above grade: 34%

NET SITE AREA

30,369 sq. ft.

GROSS SITE AREA (Net Site area + area of public streets and alleys)

46,365 sq. ft. (1.06) = 30,369 sq. ft. (0.702 acres) +
15,966 sq. ft. (0.37 acres)

MAXIMUM FLOOR AREA RATIO

11.5

MAXIMUM NUMBER OF DWELLING UNITS

320 including a maximum of 50 percent efficiency units

MINIMUM NUMBER OF OFF-STREET PARKING SPACES

254 including 56 non-accessory spaces specified by the Zoning Board of Appeals in its Resolution of April 21, 1978 in Cal. No. 71-78-S.

MINIMUM NUMBER OF OFF STREET LOADING BERTHS

2 at 10 ft. x 25 ft.

MINIMUM SET BACK AT GRADE

Elm Street: 15 feet

All others: 0 feet

SETBACKS AND YARD REQUIREMENTS may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures or, where necessary, because of technical reasons, subject to approval of the Commissioner of Planning.

APPLICANT: Eugene Heytoy
ADDRESS: 1116-1138 North Clark Street
DATE: December 17, 1985

(Continued from page 29233)

Reclassification of Area Shown on Map No. 4-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 R4 General Residence District symbols and indications as shown on Map No. 4-G in the area bounded by

the public alley next south of and parallel to West Roosevelt Road; South Loomis Street; vacated West Washburne Avenue; and a north-south line 139.39 feet west of and parallel to South Loomis Street,

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. 9-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. 9-G in the area bounded by

West Cornelia Avenue; a line 100 feet west of and parallel to North Seminary Avenue; the alley south of West Cornelia Avenue; and the east right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 13-I.

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 District symbols and indications as shown on Map No. 13-I in the area bounded by

the center line of the North Branch of the Chicago River; a line 188.311 feet east of and parallel to North Kedzie Avenue; West Carmen Avenue; and North Kedzie Avenue,

to those of a C2-2 General 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. 15-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 R2 Single Family Residence and B2-1 Restricted Retail Districts symbols and indications as shown on Map No. 15-J in the area bounded by

West Peterson Avenue; a line 156.72 feet east of North Jersey Avenue; a line 254 feet south of West Peterson Avenue; a line 140.51 feet east of North Jersey Avenue; a line 270 feet south of West Peterson Avenue; and North Jersey Avenue,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 18-I.

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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 18-I in the area bounded by

South Columbus Avenue; a line 40.25 feet southwest of the intersection of South Columbus Avenue and South Whipple Street as measured along the southeast line of South Columbus Avenue and perpendicular thereto; a line 74.9 feet southeast of South Columbus Avenue; and a line 88.71 feet southwest of the intersection of South

Columbus Avenue and South Whipple Street as measured along the southeast line of South Columbus Avenue and perpendicular thereto,

to those of a C2-1 General 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. 26-B.

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 M2-1 General Manufacturing District symbols and indications as shown on Map No. 26-B in the area bounded by

a line 260 feet southwest of the intersection of E. 103rd Street and South Commercial Avenue as measured along the northwest line of South Commercial Avenue and perpendicular thereto; South Commercial Avenue; a line 375 feet southwest of the intersection of East 103rd Street and South Commercial Avenue as measured along the northwest line of South Commercial Avenue and perpendicular thereto; and the alley next northwest of South Commercial Avenue,

to those of a C2-1 General 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.

AMENDMENT OF MUNICIPAL CODE CHAPTER 194A, SECTIONS 8.3-2 AND
8.3-4 REGARDING BICYCLE SALE AND REPAIR SHOPS.

On motion of Alderman Roti, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of March 25, 1986, pages 28899-28900, recommending that the City Council amend Municipal Code Chapter 194A, Sections 8.3-2 and 8.3-4 regarding bicycle sale and repair shops.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 8.3-2 of Chapter 194A, "The Chicago Zoning Ordinance", is hereby amended by renumbering, under paragraph B thereof, numbers (6) through (60) to read as numbers (7) through (61), and by inserting in its proper numerical sequence a new number (6) to read in italics below:

8.3-2. ...

B. ...

(6) Bicycle Sales, Rental and Repair Stores, when such bicycles are not motor-driven.

SECTION 2. That Section 8.3-4 of Chapter 194A, "The Chicago Zoning Ordinance", is hereby amended by inserting, in paragraph B (6) thereunder, certain language in italics below:

8.3-4. ...

B. ...

(6) Motor-driven Bicycle Sales, Rental and Repair Stores.

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

MUNICIPAL CODE CHAPTER 194A, SECTIONS 7.3-4, 7.4-4(5)
AND 7.12 AMENDED CONCERNING OFF-STREET
PARKING LOTS.

On motion of Alderman Roti, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of March 25, 1986, pages 28900-28902, recommending that the City Council amend Municipal Code Chapter 194A, Sections 7.3-4, 7.4-4(5) and 7.12 regarding off-street parking lots.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, O'Connor, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 7.3-4 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by adding thereto a new Subsection 7.3-4 (13), in italics as follows:

7.3-4. Permitted Uses -- R4 General Residence District.

* * * * *

(13) Public Garages, Class III, as defined in Chapter 156 of the Municipal Code.

SECTION 2. Section 7.4-4(5) of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code, is hereby amended by adding thereto the language in italics, as follows:

7.4-4. Special Uses--R4 General Residence District.

* * * * *

(5) Parking Lots, open and other than accessory, for the storage of private passenger automobiles, and subject to the provisions of Section 7.12. *For purposes of this subsection only, "parking lot" shall not include a public garage, class III.*

SECTION 3. Section 7.12 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by adding thereto a new Subsection 7.12(11), in italics as follows:

7.12. Off-Street Parking--Use and Bulk Regulations.

* * * * *

(11) The provisions of subsections (5) and (8) of this section shall not apply to any public garage, class III.

SECTION 4. This ordinance shall be in full force and effect from and after January 1, 1986.

APPROVAL FOR SALE OF VACANT CITY-OWNED PROPERTY
LOCATED AT 1621-1635 EAST 79TH STREET.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Land Acquisition and Disposition, deferred and published in the Journal of Proceedings of April 25, 1985, pages 15820-15821, recommending that the City Council pass a proposed ordinance concerning the approval for sale of vacant City-owned property located at 1621-1635 East 79th Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to the powers 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 parcel of real property described herein, which is owned by the City of Chicago, to Beverly Bank as Trustee under the Trust No. 8-7902.

Real Estate Nos. 6491 and 4484
1621-1635 East 79th Street

P.I. Nos. 20-36-100-001 and 002
\$51,000.00

Lots 71, 72, 73 and 74 in the Subdivision of the West 1111 feet of the Northwest quarter of Section 36, Township 38 North, Range 14 East of the Third Principal Meridian lying Northeast of South Chicago Avenue, 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 parcel of real property to Beverly Bank as Trustee under the Trust No. 8-7902, with the City Clerk attesting to said conveyance.

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

Failed to Pass -- ACCEPTANCE OF BID FOR PURCHASE OF
BOARD OF EDUCATION PROPERTY LOCATED AT
5001-5035 WEST MADISON STREET.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Land Acquisition and Disposition, deferred and published in the Journal of the Proceedings of January 16, 1986, pages 26297 to 26299, recommending that the City Council pass a proposed ordinance authorizing the acceptance of a bid for Board of Education property located at 5001-5035 West Madison Street.

Alderman Banks moved to pass the said proposed ordinance. The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Kellam, Krystyniak, Soliz, Nardulli, Hagopian, Santiago, Kotlarz, Banks, Cullerton, Laurino, Pucinski, McLaughlin, Orbach, Schuler, Stone -- 22.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Langford, Streeter, Kelley, Sherman, Garcia, Henry, W. Davis, Smith, D. Davis, Mell, Giles, O'Connor, Natarus, Oberman, Volini -- 22.

Alderman Burke then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the said proposed ordinance failed to pass by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Nardulli, Hagopian, Santiago, Mell, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 24.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Langford, Streeter, Kelley, Sherman, Garcia, Henry, W. Davis, Smith, D. Davis, Giles, O'Connor, Natarus, Oberman, Volini, Orr -- 22.

Said proposed ordinance, which failed to pass, reads as follows:

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from McDonald's Corporation, 1100 W. 22nd Street, Oak Brook, Illinois 60521, in the

amount of \$100,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Ripley B. Mead	\$89,500
April 23, 1984	

Terrence O'Brien & Company	\$58,000
May 2, 1984	

now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of McDonald's Corporation to purchase vacant land described as follows, to-wit:

Lot 34 (except the South 341.11 feet thereof and except part taken and used for Madison Street) and Lot 35 (except the South 341.05 feet thereof) and except part taken and used for Madison Street in School Trustees' Subdivision of the North part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which land has a frontage of 353.88 feet on W. Madison Street and contains approximately 44,958 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and the City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder McDonald's Corporation to the City Comptroller who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. The City Clerk is authorized to return the deposit of the unsuccessful bidder, E.F.G.M. Community Development, Inc.

SECTION 5. This ordinance shall be in effect from and after its passage.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Dr. Casimir Kotowski and student representatives from the C.L.A.S. (Combined Liberal Arts and Sciences) interdisciplinary program at Truman City College.

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 ninth (9th) day of April, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the sixteenth (16th) day of April, 1986, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, April 16, 1986, at 10:00 A.M. in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.