

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

COPY



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

Regular Meeting--Friday, May 30, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Absent -- None.

Call to Order.

On Friday, May 30, 1986 at 12:29 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Quorum present.

Invocation.

The Reverend, Dr. Hycel B. Taylor, of the 2nd Baptist Church and President of Operation P.U.S.H., opened the meeting with prayer.

TRIBUTE TO LATE EDWIN CUDECKI.

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

WHEREAS, Edwin Cudecki, director for foreign languages for the Chicago Public Schools, died on Saturday, May 25 while attending an International Conference on Magnet Schools in Milwaukee; and

WHEREAS, Mr. Cudecki, 54, the son of Polish immigrants, earned both a bachelor's and master's degree in French from Loyola and Northwestern Universities; and was fluent in Spanish, French, Latin and Polish; and

WHEREAS, In 1970, the French government gave Mr. Cudecki the Academie de Palmes Award in recognition of excellent educators worldwide; and

WHEREAS, In 1978, he was honored by Operation P.U.S.H. for his outstanding work with minority students; and

WHEREAS, Mr. Cudecki was chairman of the Illinois Consultation on Ethnicity and was past president of the Polish American Educators Association and the Polish Museum of America; and

WHEREAS, Mr. Cudecki is survived by his wife Virginia, and sons Paul and John; and

WHEREAS, Edwin Cudecki will long be remembered by his peers and his students for his dedication and promotion of foreign languages in our school system; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled here this 30th day of May, do hereby acknowledge the great work and numerous contributions Mr. Cudecki has given to the Chicago Public Schools and the City of Chicago; and

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

Alderman Madrzyk 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 Madrzyk, seconded by Alderman Pucinski, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

TRIBUTE TO LATE ARTHUR RUBLOFF.

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

WHEREAS, Arthur Rubloff, a giant in Chicago real estate development, died Saturday, May 25th in his North Lake Shore Drive home; and

WHEREAS, Arthur Rubloff was born June 25, 1902 in Duluth, Minnesota to Russian Jewish immigrants; and

WHEREAS, In 1919, Mr. Rubloff began his real estate career as a Loop broker and by the age of 28, he had made \$100,000 in brokerage commissions selling downtown office space; and

WHEREAS, In 1930, with only \$700 went into business for himself finding tenants space in the Merchandise Mart; and

WHEREAS, In following years through hard work and imaginative enterprise, Mr. Rubloff built Arthur Rubloff & Company into one of the largest real estate firms in the country; and

WHEREAS, Arthur Rubloff is given credit for the development of "The Magnificent Mile," redevelopment of North Michigan Avenue; the Fort Dearborn Project; redevelopment of the Near North Side; the North Loop Plan, not to mention other major projects such as Sandburg Village and Evergreen Shopping Mall; and

WHEREAS, Mr. Rubloff was known for his philanthropic acts and pledged \$5 million to help renovate the University of Chicago Medical Center and he gave another \$5 million to Northwestern University to build a new law school on its downtown campus; and

WHEREAS, In 1984 he gave \$6 million to the Art Institute of Chicago - its largest contribution ever; and bronze sculptures and a collection of paperweights valued at \$7 million dollars; and

WHEREAS, Mr. Rubloff is survived by his second wife, Mary; daughter Felicia, two sisters and a brother; now, therefore,

Be it Resolved, That the Mayor of the City of Chicago and the members of the Chicago City Council assembled here this 30th day of May, 1986, do hereby recognize the numerous contributions that Arthur Rubloff has given not only to the real estate industry, but also to the City of Chicago; and

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

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, seconded by Alderman Pucinski, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

JUNE 13, 1986 RECOGNIZED AS AMNESTY
INTERNATIONAL DAY IN CHICAGO.

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

WHEREAS, Amnesty International was founded on May 28, 1961, as an impartial for the release of prisoners of conscience: men and women detained anywhere for their beliefs, color, ethnic origin, sex, religion, or language, provided they have neither used nor advocated violence; to oppose torture and executions in all cases without reservation; and for fair and prompt trials for all political prisoners; and

WHEREAS, During the past 25 years Amnesty International has worked on behalf of more than 30,000 prisoners of conscience from around the world; and Amnesty International is continuing its efforts on behalf of prisoners of conscience by writing letters to government authorities and using the pressure of public opinion to stop human rights abuses worldwide; and

WHEREAS, On the occasion of its 25th Anniversary Amnesty International is renewing its commitment to "The Forgotten Prisoner" in every corner of the globe; and

WHEREAS, Amnesty International U.S.A. is sponsoring the 25th Anniversary concert tour, CONSPIRACY OF HOPE, to add new voices and enlist the support of all generations on behalf of "forgotten prisoners" everywhere; and

WHEREAS, The City of Chicago is honored to be participating in the CONSPIRACY OF HOPE tour on June 13, 1986; and all Chicagoans should commend, congratulate, and encourage members of Amnesty International to continue their vital work for the worldwide protection of human rights; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of Chicago, assembled here this 30th day of May, 1986, do hereby recognize June 13, 1986, to be AMNESTY INTERNATIONAL DAY IN CHICAGO; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Amnesty International U.S.A., sponsors.

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

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

APPRECIATION OF AND PRIDE IN PUERTO RICAN
COMMUNITY'S ANNUAL FESTIVITIES
EXPRESSED.

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

WHEREAS, The Puerto Rican community will be celebrating its 21st annual Puerto Rican Parade Week from June 10 to 17, 1986; and

WHEREAS, This year's festivities will showcase the Puerto Rican flag and its significance as a symbol of unity for all Puerto Ricans; and

WHEREAS, The Puerto Rican community will honor the musical contributions of one of Puerto Rico's foremost folkloric singers, Pedro Ortiz Davila, known affectionately and professionally as "Davilita"; and

WHEREAS, The Puerto Rican community of Chicago has contributed, and continues to contribute, to the greatness of America's City of the Broad Shoulders; and

WHEREAS, The Puerto Rican Parade Week is a proud example of this City's mosaic of ethnic and cultural expressions which attract visitors from all over the world; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council, assembled here on this 30th day of May, 1986, do hereby express their appreciation and pride in the Puerto Rican community's annual festivities which enrich the City of Chicago's cultural heritage; and

Be It Further Resolved, That the citizens of the great City of Chicago be urged to partake and enjoy the Puerto Rican Parade Week festivities as a unique cultural experience; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Puerto Rican Parade Committee.

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

On motion of Alderman Gutierrez, seconded by Aldermen Garcia, Santiago, and D. Davis, the foregoing proposed resolution was *Adopted*, unanimously.

RECOGNITION AND WELCOME EXTENDED WORLD CONFERENCE OF
MAYORS TOGETHER WITH EXPRESSION OF SUPPORT FOR
THEIR THIRD ANNUAL CONVENTION AND
INTERNATIONAL EXPOSITION.

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

WHEREAS, In the spring of 1984, Mayor Johnny Ford of Tuskegee, Alabama called together Mayors from China, the continent of Africa, the Caribbean Islands and the United States of America to discuss municipal concerns and initiate remedies; and

WHEREAS, This historic gathering of Mayors from around the world gave rise to an innovation and unprecedented new organization - the World Conference of Mayors; and

WHEREAS, The World Conference of Mayors endeavors to advance world peace and economic stability through the promulgation of its five goals; Trust, Trade, Tourism, Technology and the establishment of Twin Cities; and

WHEREAS, The World Conference of Mayors will hold its Third Annual Convention and International Exposition in the City of Chicago from July 30 through August 2, 1986, at the Hyatt Regency Hotel; and

WHEREAS, The 1986 World Conference of Mayors Convention theme is "Developing Strategies to Strengthen Trade, Tourism, and Housing For Our Cities and Towns", with Mayors and Ambassadors from thirty countries of the international community in attendance; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled here on this 30th day of May, 1986, do hereby recognize and welcome the World Conference of Mayors and lend our wholehearted support toward the success of their Third Annual Convention and International Exposition; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the World Conference of Mayors.

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

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

EXPRESSION OF OPPOSITION TO FURTHER REDUCTIONS IN
GENERAL REVENUE SHARING AND COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAMS.

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

WHEREAS, The Congress of the United States is presently considering various budget proposals for fiscal 1987, which include consideration of funding programs of great importance to local governments; and

WHEREAS, The City of Chicago like many other economically hard-pressed communities throughout Illinois and the Midwest, has applied federal dollars to fund programs vital to maintaining quality public services and to promoting economic recovery; and

WHEREAS, Cities like Chicago further cannot reasonably be expected to raise local taxes continuously in the face of federal cutbacks and still be competitive in attracting new residents and industries to locate here; and

WHEREAS, Various alternatives have been proposed for reducing the federal deficit, which would be less costly to our national economic well-being than the elimination of programs aimed at public services and economic recovery; now, therefore,

Be It Resolved, That the Chicago City Council strongly opposes elimination or further reduction of the General Revenue Sharing Program; the Community Development Block Grant program and support to low and moderate income housing; and

Be It Further Resolved, That the Council encourage the citizens of Chicago to inform themselves of the position of their Congressional delegation on these issues that could directly affect their local tax burden. And in the interest of reducing the federal deficit, institute alternatives such as a spending freeze or reduction of defense and entitlement programs be considered; and

Be It Further Resolved, The the Mayor of the City of Chicago be directed to convey the foregoing resolution to members of the Illinois Congressional delegation; and

Be It Further Resolved, That the Mayor of the City of Chicago be directed to circulate petitions among the citizens that they may join us in this appeal to the Congress of the United States.

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, seconded by Alderman Orr, the foregoing proposed resolution was *Adopted*, unanimously.

TRIBUTE TO LATE LLOYD GENERAL.

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

WHEREAS, The former managing editor of the Chicago Defender newspaper, Lloyd General, died on Monday, May 12, 1986; and

WHEREAS, Mr. General was a spokesman of the Chicago Committee on Urban Opportunity during the war on poverty in the 1960's, in the organization's formative years when it touched all aspects of the lives of Chicago's low-income residents; and

WHEREAS, Mr. General, a resident of the city's south side, served in the Army Air Corps in World War II and he received a bachelor's degree in journalism from Texas Southern University; and

WHEREAS, Mr. General worked for both Houston and Indianapolis newspapers before joining the staff of the Chicago Defender in 1957; and

WHEREAS, Mr. General was managing editor of the Defender from 1961 to 1965, at the genesis of a historic period that included the sit-ins in the South, the March on Washington, as well as other protests in Chicago; and

WHEREAS, He was later director of public information for the Chicago Department of Human Resources, and he also worked in corporate communications for Illinois Bell; and

WHEREAS, Mr. General was a loving husband to his wife, Lillie; father to two sons, Theodore and Dennis; and a devoted son to his mother, Gertrude; now, therefore,

Be It Resolved, That the Mayor and members of the City Council assembled here this 30th day of May, 1986, do hereby commend and congratulate Lloyd General for his many contributions to the world of communications and advocacy for fairness among all peoples; and

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

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

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

JUNE 14, 1986 RECOGNIZED AS FLAG
DAY IN CHICAGO.

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

WHEREAS, The Flag of the United States of America is a visible symbol of our history and our democracy; and

WHEREAS, For citizens of other countries, particularly those who are deprived of their inalienable rights, the Stars and Stripes kindle hopes of liberty and independence; and

WHEREAS, To commemorate the anniversary of its adoption as the banner of the new nation, Congress has set aside June 14 as the day to honor our devotion to the ideals represented by the American flag; and

WHEREAS, By displaying the national colors on this day of salute, we symbolize a united democracy, a country that stands as a pillar of freedom and a gateway to opportunity; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled here this 30th day of May, 1986, do hereby recognize June 14, 1986 as Flag Day in Chicago and urge all citizens, schools, businesses, office buildings and government agencies to celebrate this occasion, and honor our flag in the appropriate ceremony or manner; and

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

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

5/30/86

COMMUNICATIONS, ETC.

30045

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

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Referred -- MAYOR'S APPOINTMENT OF MS. MARY
MARGARET LANGDON AS MEMBER OF
CHICAGO PLAN COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Mary Margaret Langdon as a member of the Chicago Plan Commission, replacing Juan Morales, for the term ending January 25, 1987.

Your favorable consideration of this ordinance will be appreciated.

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

Placed on File -- MAYOR'S APPOINTMENT OF VENNIE A. LYONS
AS MEMBER OF BOARD OF ETHICS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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

LADIES AND GENTLEMEN -- I have appointed Vennie A. Lyons as a member of the Board of Ethics.

I submit this communication for your information.

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

Referred -- WITHDRAWAL OF MAYOR'S APPOINTMENT OF
MS. CARMEN RIVERA-MARTINEZ AS MEMBER
OF BOARD OF COMMUNITY COLLEGE
DISTRICT NO. 508.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Carmen Rivera-Martinez as a member of the Board of Community College District No. 508 submitted to the City Council on April 13, 1984.

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

Referred -- WITHDRAWAL OF MAYOR'S APPOINTMENT OF
MR. ROBERT HALLOCK AS MEMBER OF
CHICAGO POLICE BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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COMMUNICATIONS, ETC.

30047

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Robert Hallock as a member of the Chicago Police Board submitted to the City Council on April 25, 1984.

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

AUTHORITY GRANTED TO CLOSE CERTAIN STREETS IN
CONJUNCTION WITH CHICAGO BLUES FESTIVAL
AND BLUES PLATE SPECIAL.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance to provide for closing of certain streets in conjunction with the Chicago Blues Festival and the Blues Plate Special, June 6-9, 1986.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

Thereupon, on motion of Alderman Evans, seconded by Alderman Roti, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, From June 6, 1986 through June 9, 1986, the City of Chicago will sponsor the 3rd Annual Chicago Blues Festival at the Grant Park Bandshell; and

WHEREAS, In conjunction with this world famous Blues event, the Mayor's Office of Special Events will sponsor a food fesitival entitled "Blues Plate Special;" and

WHEREAS, It is in the interest of public safety and welfare to restrict the use of certain portions of the public way by pedestrian and vehicular traffic during these events, based on the number of persons who will attend; now, therefore,

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

SECTION 1. That the following streets and sidewalks adjacent thereto shall be closed to regular pedestrian and vehicular traffic and activities at the times indicated:

- A) Jackson Boulevard from Columbus Drive to Lake Shore Drive from 7:00 p.m., on June 4, 1986, through 2:00 p.m., on June 9, 1986.
- B) Columbus Drive (north bound) from Congress Parkway to Monroe from 8:00 a.m., on June 6, 1986, until 6:00 a.m., on June 9, 1986.

SECTION 2. This ordinance shall be in full force and affect upon passage.

Referred -- AUTHORIZATION FOR PAYMENT OF JUDGMENT
IN CONDEMNATION PROCEEDINGS FOR ACQUISITION
OF PARCEL OF PROPERTY FOR MIDWAY
AIRPORT IMPROVEMENT PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing payment of a judgment in condemnation proceedings for the acquisition of a parcel of property located at 5533-59 West 63rd Street, for the Midway Airport Improvement Project.

5/30/86

COMMUNICATIONS, ETC.

30049

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 52
BY ADDING NEW SECTION 52-11.6.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 52 of the Municipal Code of Chicago by adding a new Section 52-11.6, requiring the use of smoke detectors for the hearing impaired in hotels and motels.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE BY
ADDING NEW CHAPTER 157.1.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Consumer Services, I transmit herewith an ordinance amending the Municipal Code of Chicago by adding a new Chapter 157.1, providing for the licensing and regulation of vendors at Navy Pier.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF ANNUAL
AGREEMENT WITH STATE OF ILLINOIS
FOR FISCAL YEAR 1987
HIGHWAY PLANNING
FUNDS.

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

May 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of an annual agreement with the State of Illinois for highway planning funds for Fiscal Year 1987.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF AGREEMENT
BETWEEN CITY OF CHICAGO AND GENERAL
PARKING CORPORATION.

5/30/86

COMMUNICATIONS, ETC.

30051

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

May 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Department of Revenue, I transmit herewith an ordinance authorizing the Mayor, City Comptroller, and the Purchasing Agent to enter into and execute, and the Director of the Department of Revenue to approve, an agreement between the City of Chicago and General Parking Corporation for the management/operation by General Parking Corporation on a temporary basis of the City's parking lot located south of Grand Avenue and bounded by Streeter Drive, for use as a public parking facility.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF AMENDMENT NUMBER 13 TO
LINCOLN PARK PROJECT I URBAN
RENEWAL PLAN IN LINCOLN
PARK CONSERVATION
AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 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 approving Amendment No. 13 to the Lincoln Park Project I Urban Renewal Plan, in the Lincoln Park Conservation Area. This amendment is to change the land use site from "Institutional Use" to "Medium Density

Residential Use". This land use change would allow the construction of thirty housing units on the site.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 18th day of May, 1986, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF AMENDMENT NUMBER 11 TO NEAR
WEST SIDE CONSERVATION PLAN IN NEAR WEST
SIDE CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 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 approving Amendment Number 11 to the Near West Side Conservation Plan in the Near West Side Conservation Area. This Amendment calls for a change in the dwelling unit density and floor area ratio (F.A.R.). This site is located at Vernon Park Place and Carpenter Street. The density would be increased from 17 units per acre to 34 units per acre and the floor area ratio would be increased from 0.7 to 1.2.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 13th day of May, 1986, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

5/30/86

COMMUNICATIONS, ETC.

30053

Referred -- CHICAGO ZONING ORDINANCE AMENDED FOR
PARCELS LOCATED IN 47TH-KEDZIE
COMMERCIAL DISTRICT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 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 amending the Chicago Zoning Ordinance, for 47th-Kedzie Parcels 2 and 3 which are located in the 47th-Kedzie Commercial District.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR ACQUISITION OF PARCEL OF
LAND TO PROVIDE IMPROVED INGRESS AND EGRESS
FOR DEPARTMENT OF STREETS AND SANITATION
INCINERATOR FACILITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 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 Streets and Sanitation, I transmit herewith an ordinance approving the acquisition of a parcel of land located at 1630 West Medill Street to provide improved ingress and egress for a Department of Streets and Sanitation incinerator facility.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR AMENDMENT NUMBER 2 TO
MADISON-ALBANY REDEVELOPMENT PLAN IN
MADISON-ALBANY URBAN RENEWAL
PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 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 approving Amendment No. 2 to the Madison-Albany Redevelopment Plan in the Madison-Albany Urban Renewal Project. This Amendment provides for a change in land use from "Neighborhood Shopping-Institutional" to "Commercial". This site is located at the northeast corner of Kedzie and Madison Streets. This development will be for commercial uses.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 13th day of May, 1986, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR SALE OF PARCEL R-2(N) IN
COMMERCIAL DISTRICT DEVELOPMENT PROJECT
CLYBOURN-OGDEN TO FATHER AND SON
PIZZERIA, INCORPORATED.

5/30/86

COMMUNICATIONS, ETC.

30055

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 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 approving the sale of Parcel R-2(N) in Commercial District Development Project Clybourn-Ogden to Father and Son Pizzeria, Incorporated.

Also enclosed is a certified copy of the resolution adopted by the the Commercial District Development Commission at a meeting on April 15, 1986 authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR RELOCATION OF EASEMENT IN
LINCOLN PARK CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 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 approving the relocation of an easement in the Lincoln Park Conservation Area and revision of its legal description

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR SALE OF LAND IN PROJECT
63RD-STONY ISLAND, (PARCEL IR-1).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 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 approving the sale of land in Project 63rd-Stony Island, (Parcel IR-1, bounded by East 63rd Street, South Stony Island Avenue, East 64th Street, and South Blackstone Avenue).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 13th day of May, 1986, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR SALE OF PARCELS I-4 AND
I-5 IN COMMERCIAL PROJECT ROOSEVELT-HALSTED
TO ST. IGNATIUS COLLEGE PREPARATORY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

5/30/86

COMMUNICATIONS, ETC.

30057

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 approving the sale of Parcels I-4 and I-5 in Commercial Project Roosevelt- Halsted to St. Ignatius College Prep.

Also, transmitted are certified copies of the resolution adopted by the Commercial District Development Commission at a meeting on February 18, 1986, authorizing the Commissioner to request City Council approval of this ordinance.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION TO ACCEPT GRANT OF
PRESERVATION AND CONSERVATION EASEMENT
BY CHICAGO UNION STATION COMPANY FOR
CHICAGO UNION STATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner on Chicago Historical and Architectural Landmarks, I am transmitting an ordinance authorizing the City of Chicago to accept a Grant of Preservation and Conservation Easement by the Chicago Union Station Company for the Chicago Union Station.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF CONCESSION LICENSE AGREEMENT
WITH SKYWAY PHOTO SERVICES, INCORPORATED AT
CHICAGO-O'HARE INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 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 Aviation, I transmit herewith an ordinance authorizing the Mayor to enter into and execute, on behalf of the City of Chicago, a Concession License Agreement with Skyway Photo Services, Inc. under which Skyway Photo Services, Inc. will operate a photo processing concession in Terminal Building No. 2 at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR ACCEPTANCE OF GRANT
FROM ILLINOIS CRIMINAL JUSTICE
INFORMATION AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Chicago Police Department, I transmit herewith an ordinance authorizing the Mayor and the Superintendent of Police to accept on behalf of the City of Chicago a grant from the Illinois Criminal Justice Information Authority for the development and implementation of a Criminal History Information Update Program.

5/30/86

COMMUNICATIONS, ETC.

30059

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- USE OF TAX INCREMENT FINANCING FOR
REDEVELOPMENT OF CHINATOWN BASIN AREA.

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

May 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning, I am transmitting herewith an ordinance indicating an intent to use Tax Increment Financing for Redevelopment of the Chinatown Basin Area.

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

Communications from Ralph C. Wehner, District Engineer, under dates of May 12 and 16, 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:

Amendment of City/State Project Agreement for improvement of Independence Boulevard between Douglas Boulevard and Harrison Street;

Execution of City/State Project Agreement for rehabilitation of Halsted Street Bridge over South Branch of Chicago River;

Amendment of City/State Project Agreement for improvement of Roosevelt Road Viaduct between Canal Street and Chicago River;

Execution of City/State Project Agreement for improvement of Lake Street between Laramie and Ashland Avenues;

Amendment of City/State Project Agreement for reconstruction of Pratt Boulevard between Sheridan Road and Ridge Boulevard;

Execution of City/State Project Agreement for partial reconstruction of Van Buren Street Viaduct West of Chicago River;

Authority granted for approval of Release Agreement with Mundelein College of Chicago in settlement for intersection improvement;

Authority granted to negotiate for acquisition of property necessary for New Street Construction on portions of South Hamlin and South Lawndale Avenues.

Placed on File -- CERTIFICATION AS TO AMOUNT OF
ASSESSMENTS FOR NEW STREET IMPROVEMENT
PROGRAM AT SPECIFIED LOCATIONS.

Also, communications from Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under date of May 23, 1986, transmitting certified copies of amounts of assessments for new Street Improvement Programs in accordance with Chapter 200.4-4 of the Municipal Code, which were *Placed on File*.

City Council Informed As to Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on May 14, 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 May 30, 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 May 14, 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:

Atlantis-Kenard Joint Venture -- to classify as a Residential Planned Development instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-G bounded by

a line 99.14 feet north of West Roscoe Street; a line 90.75 feet east of the east line of the Chicago, Milwaukee, St. Paul & Pacific Railroad right-of-way; West Roscoe Street; North Clifton Avenue; the alley next south of West Roscoe Street; the alley next west of North Clifton Avenue; West School Street; North Racine Avenue; and the east line of the Chicago, Milwaukee, St. Paul & Pacific Railroad right-of-way;

Butternut Square Associates -- to classify as a C2-2 General Commercial District instead of M1-2 Restricted Manufacturing and M2-2 General Manufacturing Districts the area shown on Map No. 5-G bounded by

West Webster Avenue; North Clybourn Avenue; West Shakespeare Avenue; and North Dominick Street;

40 East Oak Apartments -- to classify as a Residential-Business Planned Development instead of a B7-6 General Central Business District the area shown on Map No. 3-E bounded by

the alley next north of East Oak Street; a line 710.76 feet west of North Michigan Avenue; East Oak Street; and a line 802.51 feet west of North Michigan Avenue;

Horwitz-Matthews, Inc. -- to classify as a Commercial Planned Development instead of an M2-3 General Manufacturing District the area shown on Map No. 5-G bounded by

a line 300.08 feet north of West Willow Street; North Clybourn Avenue; North Sheffield Avenue; a line 244.47 feet south of North Clybourn Avenue continuing westerly for 81.69 feet, thence southwesterly for 91.58 feet to a point 164.47 feet south of West Willow Street; and North Marcey Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

May 30, 1986.

Adams Frank, Aetna Ins. Co. and Lois Clay, Ahlstrom Tony, American Family Ins. Group (2) Henry Irvin and Amalia Segura, Arnold Sophia, Autry Steven, Avis Claims;

Benavente Guadalupe, Blissit Betty, Bowen Joyce, Brandel Bruce, Brown Charlene;

Calenoff Leonid, Carlson Bruce, Chicago Board Options Exchange, Chuk Walter, Cichon Pauline, Cole Ruth, Community Gospel Center, Compumat Inc., Counio Daniel, Crawford Johnnie;

DeBoard Michael, DeBoey Anthony, Di Ho Restaurant, Dimensional Ent., Doyle Signs Inc., Drozdowski Albert A., Dube Marcel;

Givens Birdge, Grant Barbara M., Griffin Georgia E., Grzelak V., Gulam Subhani;

Halvorsen Lynn M., Harris Welton, Hochberg Ira S., Huicochea Bulmaro;

Illinois Department of Transportation, Illinois EMCASCO Ins. Co. and Michael DiFoggio Plumbing Co. Inc., Industrial Fire and Cas. Co. and Luke Bouldin, Insurance Co. of Illinois and Collen Lyman, Internat Seafoods;

Jakubczak Stanley W., Jones Patricia F.;

K & B Venture, Kempzell Company, Kosner T., Kozeny Deborah A.;

Lake Parking Corporation, Liberty Mut. Ins. Co. and Janet Baird;

Martinez Alfonso, Martinez Gregorio, Matouski Sena E., Mayer Evelyn B., Meizis John and Helen, Merritt Hattie F., Mesirow Laurence A.;

NcCarter Mary E., Nizamuddin Khawaja;

Pactol Ruben D., Peoples Gas Light and Coke Co. (7), Protective Ins. Co. and Robert Wilson, Prudential Prop. and Cas. Ins. Co. and Peter Deutsch;

Ristev Mike, Roberts Clinton, Rodriguez Anthony;

Sanchez Joe, Shepp Jeanne F., Sherley Arlette P., Shinault Ruth E., Spikner John E., Smith Frank E., State Farm Ins. Co. (4) Joanne Orsi, Mary Satterthwaite, Francisco Rodriguez, Steve Rogers, State Security Ins. Co. and James Thompson, Susberry Ramona;

Talage, Thompson Joseph R., Trans Pacific Stores, Ltd.;

Van Allen Juanita, Vera Laura L.;

Waller Roland H., Whitfield Shirley A.

*Referred -- PROPOSED TAX LEVY ON ISSUE OF \$175,000,000
GENERAL OBLIGATION SCHOOL ASSISTANCE
BONDS, REFUNDING SERIES (1986B).*

Also, a communication received in the City Clerk's Office from the Chicago School Finance Authority, presenting an ordinance providing for a Levy of Taxes sufficient to pay principal of and interest on an issue of \$175,000,000 General Obligation School Assistance Bonds, Refunding Series (1986B), of the Chicago School Finance Authority, which was *Referred to the Committee on Finance.*

*Referred -- REQUEST FOR SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT SPECIFIED
LOCATION.*

Also, a communication from Chicago Outdoor, Inc., requesting issuance of a sign permit to erect a sign/signboard at 4701-4759 North Lamon Avenue, which was *Referred to the Committee on Zoning.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

*Rules Suspended -- AUTHORITY GRANTED FOR ISSUANCE
OF LICENSE FEE EXEMPTIONS FOR SPECIFIED
DAY CARE CENTERS.*

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon sixteen proposed ordinances authorizing exemptions from the annual day care license fee. The motion *Prevailed.*

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

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

Nays -- None.

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

The following is said substitute ordinance, as passed:

Day Care Centers.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children, are hereby exempted from the payment of the license fee for the current license period, which expired April 30, 1986:

Beacon Neighborhood House
1440 South Ashland Avenue

Bethel Day Care Center
1434 South Laflin Street

Chicago Child Care Society
5467 South University Avenue

Congregation Shaare Tikvah Feinhandler Preschool
5800 North Kimball Avenue

Cordi-Marian Settlement Day Care Center
1100 South May Street

Faith Evangelical Lutheran Church
6201 West Peterson Avenue

The First Presbyterian Church Day Care Center
6400 South Kimbark Avenue

Hyde Park Unitarian Cooperative School
5650 South Woodlawn Avenue

Lutheran Family Mission
855 North Monticello Avenue

Marcy Newberry Association, Incorporated, Day Care Center
1073 West Maxwell Street

Marcy Newberry Association, Incorporated, Day Care Center
1539 South Springfield Avenue

North Park Covenant Church Nursery School
5250 North Christiana Avenue

Parent Cooperative for Early Learning, Incorporated
5300 South Shore Drive

Park West Cooperative Nursery School
2335 North Orchard Street

Resurrection Day Nursery
1849 North Hermitage Avenue

Saint Vincent DePaul Day Care Center
2145 North Halsted Street.

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

TRANSFER OF FUNDS AUTHORIZED IN COMMITTEE ON
MUNICIPAL CODE REVISION.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1986. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1986 payable from such appropriations.

FROM:

Account	Number	Amount
Personal Services	100-1262-000	\$2,500

TO:

Account	Number	Amount
Contractual Services	100-1262-100	\$2,500

SECTION 2. That the sole purpose of this transfer of funds is to provide funds to pay necessary obligations for the rest of the year.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

TRANSFER OF FUNDS AUTHORIZED IN COMMITTEE
ON LICENSE.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1986. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1986 payable from such appropriations.

FROM:

Account	Number	Amount
Personal Services	100-1256-000	\$2,000

TO:

Account	Number	Amount
Contractual Services	100-1256-100	\$2,000

SECTION 2. That the sole purpose of this transfer of funds is to provide funds to pay court reporting services and other contractual services.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

AUTHORITY GRANTED FOR EXECUTION OF FIRST SUPPLEMENTAL
INDENTURES WITH CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY RELATIVE TO CHICAGO-O'HARE
INTERNATIONAL AIRPORT SPECIAL FACILITY
REVENUE BONDS, SERIES 1983A-D AND FOR
EXECUTION OF AMENDMENT NUMBER
1 TO SPECIAL FACILITY USE
AGREEMENT WITH
AMERICAN AIRLINES,
INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution and deliverance of a first supplemental indenture between the City of Chicago and Continental Illinois National Bank and Trust Company relative to the Chicago- O'Hare International Airport Special Facility Revenue Bonds, Series 1983 A-D and the authority to execute Amendment No. 1 to the Special Facility Use Agreement between the City and American Airlines, Incorporated.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schultzer, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On December 31, 1983, the City of Chicago (the "City") did issue and deliver its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 A through D, inclusive (the "Series 1983 Bonds"), for the purpose of financing the cost of improving, expanding and modernizing portions of Terminal 3 and Concourses H and K at Chicago-O'Hare International Airport for the benefit of American Airlines, Inc., a Delaware corporation (the "Airline"); and

WHEREAS, Each series of Series 1983 Bonds was issued under and secured by an Indenture of Trust dated as of December 1, 1983 (collectively the "1983 Indentures") from

the City to Continental Illinois National Bank and Trust Company of Chicago, as Trustee (the "Trustee"); and

WHEREAS, Concurrently with the delivery of each series of Series 1983 Bonds, the City and the Airline executed and delivered a Special Facility Use Agreement dated as of December 1, 1983 (collectively the "1983 Special Facility Use Agreements"), relating to the facilities financed with the proceeds of the Series 1983 Bonds; and

WHEREAS, The Airline desires to exercise its option to provide for the delivery of an Alternate Letter of Credit pursuant to the provisions of each of the 1983 Special Facility Use Agreements; and

WHEREAS, In order to facilitate the delivery of each such Alternate Letter of Credit, it is necessary to enter into a First Supplemental Indenture, amending and supplementing the related 1983 Indenture, and an Amendment No. 1 to Special Facility Use Agreement, amending and supplementing the related 1983 Special Facility Use Agreement, with respect to each series of Series 1983 Bonds; and

WHEREAS, Proposed forms of First Supplemental Indenture and Amendment No. 1 to Special Facility Use Agreement are attached hereto as Exhibit A and B, respectively; now, therefore

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

SECTION 1. The forms of First Supplemental Indenture and Amendment No. 1 to Special Facility Use Agreement are hereby approved in substantially the forms attached hereto, and the Mayor or the City Comptroller, and the City Clerk, are hereby authorized to execute a First Supplemental Indenture and an Amendment No. 1 to Special Facility Use Agreement in the name and on behalf of the City with respect to each series of Series 1983 Bonds, their execution thereof to constitute conclusive evidence of their approval, and the approval of this body, of any changes from the forms of First Supplemental Indenture and Amendment No. 1 to Special Facility Use Agreement attached hereto.

SECTION 2. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 3. This ordinance shall be of full force and effect upon its passage and approval.

[Signature form omitted for printing purposes.]

Exhibit A.

This First Supplemental Indenture, dated as of May 1, 1986 ("First Supplemental Indenture"), is entered into by and between City of Chicago, a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois (the "City"), and Continental Illinois National Bank and Trust Company of Chicago, a national banking association with its principal corporate trust office located in Chicago, Illinois, as Trustee (the "Trustee").

Recitals:

Whereas, the City and the Trustee have heretofore entered into, executed and delivered an Indenture of Trust dated as of December 1, 1983 (the "1983 Indenture"), from the City to the Trustee, pursuant to which the City issued \$42,500,000 aggregate principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project) (the "Bonds") for the purpose of financing the cost of improving, expanding and modernizing portions of Terminal 3 and Concourses H and K at Chicago-O'Hare International Airport for the benefit of American Airlines, Inc., a Delaware corporation (the "Airlines"); and

Whereas, concurrently with the execution and delivery of the 1983 Indenture, the City and the Airline executed and delivered a Special Facility Use Agreement dated as of December 1, 1983 (the "1983 Special Facility Use Agreement"), relating to the facilities financed with the proceeds of the Bonds; and

Whereas, the Airline intends to exercise its option to provide for the delivery to the Trustee of an Alternate Letter of Credit pursuant to the provisions and requirements of Section 4.5 (B) of the 1983 Special Facility Use Agreement; and

Whereas, in order to facilitate the delivery of such Alternate Letter of Credit, it is necessary and advisable that the parties hereto enter into this First Supplemental Indenture; and

Whereas, Section 1001 of the 1983 Indenture provides that the City and the Trustee may without the consent of or notice to any of the holders of the Bonds enter into an indenture supplemental to the 1983 Indenture as shall not be inconsistent with the terms and conditions of the 1983 Indenture for the purpose of amending or supplementing the 1983 Indenture in any manner as shall not impair the security of the 1983 Indenture or adversely affect the holders of the Bonds or the Bank; and

Whereas, the Bank, the Airline and the Authenticating Agent (as defined in the 1983 Indenture) have consented in writing to the execution and delivery of this First Supplemental Indenture, and the Trustee has determined that this First Supplemental Indenture is consistent with and does not impair the security afforded by the 1983 Indenture, and does not adversely affect the holders of the Bonds; now, therefore,

This First Supplemental Indenture Witnesseth:

That in order to facilitate the delivery of an Alternate Letter of Credit as Contemplated in the 1983 Special Facility Use Agreement and in consideration of the premises and agreements hereinafter contained, the City and the Trustee agree that the 1983 Indenture shall be and the same is hereby supplemented and amended as follows:

Article I.

Section 101. The following sentence is hereby added to Section 1310 of the 1983 Indenture:

"The references to Chemical Bank contained in the introductory Granting Clause hereof, in Sections 301, 304, 306, 311, 403, 502, 703, 804 and 903 hereof and in Article XII hereof shall mean and include the issuer of any Alternate Letter of Credit or Fixed Rate Letter of Credit. In the event that the Company arranges for an Alternate Letter of Credit or Fixed Rate Letter of Credit pursuant to Section 4.5 of the Agreement, references herein to particular sections of the Reimbursement Agreement between the Company and Chemical Bank shall be deemed to refer, *mutatis mutandis*, unless the context clearly indicates otherwise, to the corresponding sections, if any, or the provisions of similar intent and purport, if any, set forth in the Reimbursement Agreement between the Company and the issuer of such Alternate Letter of Credit or Fixed Rate Letter of Credit."

Article II.

Section 201. Trustee's Duties and Immunities. The Trustee assumes no duties, responsibilities or liabilities by reason of this First Supplemental Indenture other than as set forth in the 1983 Indenture and in this First Supplemental Indenture, and this First Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the Trust under the 1983 Indenture, as fully as if said terms and conditions were herein set forth at length.

Section 202. Definitions. Words and phrases used in this First Supplemental Indenture that are defined in Section 101 of the 1983 Indenture (except as herein otherwise expressly provided, or unless the context otherwise requires) shall have the meanings set forth therein.

Section 203. Indenture Confirmed. Except as supplemented and amended by this First Supplemental Indenture, all of the provisions of the 1983 Indenture shall remain in full force and effect, and from and after the effective date of this First Supplemental Indenture shall be deemed to have been supplemented and amended as herein set forth.

Section 204. Governing Law. This First Supplement Indenture shall be governed exclusively by and construed in accordance with the laws of the State applicable to contracts made and to be performed in the State.

Section 205. Severability. If any one or more of the provisions of this First Supplemental Indenture should be determined by a court of competent jurisdiction to be contrary to law, such provision shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this First Supplemental Indenture.

Section 206. Counterparts. This First Supplemental Indenture may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

In Witness Whereof, the City has caused these presents to be signed in its name and behalf by its _____ and its official seal to be impressed hereon and attested by its City Clerk, and the Trustee has caused these presents to be signed in its

name and behalf by one of its _____ and its corporate seal to be impressed hereon and attested by one of its _____, all as of the day and year first hereinabove written, but actually executed by the City on _____, 1986 and by the Trustee on _____, 1986.

[Signature forms omitted for printing purposes.]

Consent of Chemical Bank.

Pursuant to Sections 1001 and 1003 of the Indenture of Trust dated as of December 1, 1983, from the City of Chicago to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, securing Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project), the undersigned on behalf of Chemical Bank, as issuer of the initial Letter of Credit, hereby consents to the execution and delivery of the First Supplemental Indenture attached hereto.

CHEMICAL BANK

By _____
Its: _____

Date: _____

Consent of Chemical Bank.

Pursuant to Sections 1001 and 1003 of the Indenture of Trust dated as of December 1, 1983, from the City of Chicago to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, securing Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project), the undersigned on behalf of Chemical Bank, as Authenticating Agent, hereby consents to the execution and delivery of the First Supplemental Indenture attached hereto.

CHEMICAL BANK, as Authenticating Agent.

By _____
Its: _____

Date: _____

Consent of American Airlines, Inc.

Pursuant to Section 1003 of the Indenture of Trust dated as of December 1, 1983, from the City of Chicago to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, securing Chicago-O'Hare International Airport Special Facility Revenue

Bonds, Series 1983 (American Airlines, Inc. Project), the undersigned on behalf of American Airlines, Inc. hereby consents to the execution and delivery of the First Supplemental Indenture attached hereto.

AMERICAN AIRLINES, INC.

By _____

Its: _____

Date: _____

Exhibit B.

This Amendment No. 1 to Special Facility Use Agreement, dated as of May 1, 1986 ("Amendment No. 1"), is entered into by and between City of Chicago, a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois (the "City"), and American Airlines, Inc., a Delaware corporation (the "Airline").

Recitals:

Whereas, the City and Continental Illinois National Bank and Trust Company of Chicago, as trustee (the "Trustee"), have heretofore entered into, executed and delivered an Indenture of Trust dated December 1, 1983 (the "1983 Indenture"), from the City to the Trustee, pursuant to which the City issued \$42,500,000 aggregate principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project) (the "Bonds") for the purpose of financing the cost of improving, expanding and modernizing portions of Terminal 3 and Concourses H and K at Chicago-O'Hare International Airport for the benefit of the Airline; and

Whereas, concurrently with the execution and delivery of the 1983 Indenture, the City and the Airline executed and delivered a Special Facility Use Agreement dated as of December 1, 1983 (the "1983 Special Facility Use Agreement"), relating to the facilities financed with the proceeds of the Bonds; and

Whereas, the Airline intends to exercise its option to provide for the delivery to the Trustee of an Alternate Letter of Credit pursuant to the provisions and requirements of Section 4.5 (B) of the 1983 Special Facility Use Agreement; and

Whereas, in order to facilitate the delivery of such Alternate Letter of Credit, it is necessary and advisable that the parties hereto enter into this Amendment No. 1; and

Whereas, Section 1101 of the 1983 Indenture provides that the City and the Airline may with the written consent of the Trustee and the Bank, but without the consent of or notice to any of the holders of the Bonds, modify any provision of the 1983 Special Facility Use Agreement, provided that no such modification is to the prejudice of the Trustee, the Bank or the holders of the Bonds; and

Whereas, the Trustee and the Bank have consented in writing to the execution and delivery of this Amendment No. 1, and the Trustee has determined that this Amendment No. 1 does not prejudice the holders of the Bonds;

Now, Therefore, in consideration of the premises and agreements hereinafter contained, the City and the Airline agree as follows:

Section 1. The following new Section 8.12 is hereby added to Article VIII of the 1983 Special Facility Use Agreement:

"Section 8.12. References to Chemical Bank. The references to Chemical Bank contained in Sections 2.1(d), 3.3 and 3.4 hereof shall mean and include the issuer of any Alternate Letter of Credit or Fixed Rate Letter of Credit; provided, however, that in the event that the Company arranges for an Alternate Letter of Credit or Fixed Rate Letter of Credit pursuant to Section 4.5 hereof, (i) the final paragraph of Section 3.3 hereof shall be deleted in its entirety, (ii) the proviso appearing in the second paragraph of Section 3.6 hereof shall be deleted in its entirety, and (iii) Section 4.5(F) hereof shall be deleted in its entirety. Subject to the proviso appearing in the immediately preceding sentence, in the event that the Company arranges for an Alternate Letter of Credit or Fixed Rate Letter of Credit pursuant to Section 4.5 hereof, references herein to particular sections of the Reimbursement Agreement between the Company and Chemical Bank shall be deemed to refer, *mutatis mutandis*, unless the context clearly indicates otherwise, to the corresponding sections, if any, or the provisions of similar intent and purport, if any, set forth in the Reimbursement Agreement between the Company and the issuer of such Alternate Letter of Credit or Fixed Rate Letter of Credit."

Section 2. Definitions. Words and phrases used in this Amendment No. 1 that are defined in Section 101 of the 1983 Indenture, as amended (except as herein otherwise expressly provided, or unless the context otherwise requires), shall have the meanings set forth therein.

Section 3. 1983 Special Facility Use Agreement Confirmed. Except as amended by this Amendment No. 1, all of the provisions of the 1983 Special Facility Use Agreement shall remain in full force and effect, and from and after the effective date of this Amendment No. 1 shall be deemed to have been amended as herein set forth.

Section 4. Governing Law. This Amendment No. 1 shall be governed exclusively by and construed in accordance with the laws of the State applicable to contracts made and to be performed in the State.

Section 5. Severability. If any one or more of the provisions of this Amendment No. 1 should be determined by a court of competent jurisdiction to be contrary to law, such provision shall be deemed and construed to be severable from the remaining provisions herein contained and shall in no way affect the validity of the remaining provisions of this First Supplemental Indenture.

Section 6. Counterparts. This Amendment No. 1 may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

In Witness Whereof, the City has caused these presents to be signed in its name and behalf by its _____ and its official seal to be impressed hereon and attested by its City Clerk, and the Airline has caused these presents to be signed in its name and behalf by one of its _____ and its corporate seal to be impressed hereon and attested by one of its _____, all as of the day and year first hereinabove written, but actually executed by the City on _____, 1986 and by the Airline on _____, 1986

[Signature forms omitted for printing purposes.]

Consent of Chemical Bank.

Pursuant to Section 1101 of the Indenture of Trust dated as of December 1, 1983, from the City of Chicago to Continental Illinois National Bank and Trust Company of Chicago, as Trustee, securing Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project), the undersigned on behalf of Chemical Bank, N. A., as issuer of the initial Letter of Credit, hereby consents to the execution and delivery of Amendment No. 1 to Special Facility Use Agreement attached hereto.

CHEMICAL BANK

By _____
Its: _____

Date: _____

Consent of the Trustee.

Pursuant to Section 1101 of the Indenture of Trust dated as of December 1, 1983, from the City of Chicago to Continental Illinois National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), securing Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983 (American Airlines, Inc. Project), the undersigned on behalf of the Trustee hereby consents to the execution and delivery of Amendment No. 1 to Special Facility Use Agreement attached hereto.

CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, As Trustee

By _____
Its: _____

Date: _____

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS FOR TRAFFIC CONTROL SIGNAL AT
NORTH LINCOLN AND WEST SUNNYSIDE
AVENUES.

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

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

SECTION 1. Authority is hereby given to the Commissioner of Public Works to expend the sum of \$85,000 from the part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for engineering and installation of a traffic control signal at North Lincoln Avenue and West Sunnyside Avenue.

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel 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 the Department 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 for said fund when properly approved by the Commissioner of the Department of Public Works.

SECTION 6. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 7. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

COLLECTIVE BARGAINING AGREEMENT RATIFIED WITH CHICAGO
AND NORTHEAST ILLINOIS DISTRICT COUNCIL UNITED
BROTHERHOOD OF CARPENTERS AND JOINERS OF
AMERICA.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, ratifying the collective bargaining agreement between the City of Chicago and the Chicago and Northeast Illinois District Council United Brotherhood of Carpenters and Joiners of America.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, 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 is a home rule unit of government as defined in Article VII, Section 6 of the Illinois Constitution; and

WHEREAS, As a home rule unit the City of Chicago 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 Chicago and Northeast Illinois District Council United Brotherhood of Carpenters and Joiners of America (AFL-CIO);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 Chicago and Northeast Illinois District Council United Brotherhood of Carpenters and Joiners of America (AFL-CIO), 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
Chicago and Northeast Illinois District
Council United Brotherhood of Carpenters
and Joiners of America (AFL-CIO)
Agreement.

This Agreement is entered into by and between the City of Chicago, an Illinois municipal corporation (hereinafter called the "Employer") and the Chicago and Northeast Illinois District Council United Brotherhood of Carpenters and Joiners of America (AFL-CIO) (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:

Carpenter

Lathe and Form Mechanic-

Foreman of Carpenters

General Foreman of Carpenters

General Foreman of General Trades

Lather

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 effect 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 Exhibit A, appended to and made a part of this 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 The Work Week

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

The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, and two (2) consecutive days off, with a one-half (1/2) hour unpaid lunch period in the middle of the day, except where other hours are currently in effect.

The work week 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 work day shall be between the hours of 8:00 A.M. and 4:30 P.M. except where different hours are currently in effect.

Section 5.2 Overtime.

Overtime and premium pay shall be defined and paid in accordance with the historical and traditional practices of the Employer and the Union pursuant to the applicable collective bargaining agreement (Mid-American Regional Bargaining Association - Area Agreement) which is negotiated in the private sector and which historically and traditionally governs said payment. The union shall certify and provide evidence to the Employer of said overtime and premium definitions and rates as described above.

All work performed in excess of eight (8) hours worked in any 24 hour period shall be considered overtime and paid for at the rate of one and one-half (1 1/2) times the regular straight time hourly rate of pay for the first two (2) hours of overtime worked, and two (2) times the regular straight time hourly rate of pay for overtime worked in excess of two (2) hours in any 24 hour period.

Worked performed on Saturday, shall be paid for at one and one-half (1 1/2) times the regular straight time rate of pay for the first four (4) hours of overtime worked; all other overtime on Saturday shall be paid for at two (2) times the regular straight time hourly rate of pay.

All work performed on Sunday, 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 Distribution.

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

(b) Employees in the classification at the work location who have been given the option to work the overtime and/or premium time, whether the option was accepted or rejected, will not be afforded the option to work subsequent overtime and/or premium time until all employees in the classification at the work location have been reasonably afforded the opportunity to work the overtime and/or premium time, subject to the same provision as in Section 5.3(a).

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.

Full-time salaried employees shall receive the following days off without any change in their regular salary:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday

6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. 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 (8) 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 five (5) years of service at the time of

the layoff, or is on layoff for more than two (2) years if the employee has five (5) or more years of service at the time of the layoff.

Section 8.5 Probationary Employment.

New employees will be regarded as probationary employees for the first twelve (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 twelve (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.

Section 10.4 Sick Leave.

Salaried employees who are granted paid sick leave on the execution of this Agreement shall continue to receive the same sick leave provisions during the term of this Agreement, so long as he/she continues to work under a classification that was receiving sick leave at the execution of this Agreement. This provision will not affect any accumulated sick leave employees may have at the execution of this Agreement.

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 from 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 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 (10) 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 (6) arbitrators. In the event the parties cannot select a full roster of six (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 six (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 fee 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 (7) 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 (2) years each party has the right to remove up to three (3) 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 Carpenter is on vacation, a Roofer shall not be assigned as a replacement Carpenter. 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 employees.

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 includes 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/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 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) City-Wide.

A laid-off employee may displace (bump) the least senior employee, if any, in the most recent lower job title the employee to be laid off has held, provided the employee to be laid off has the then present ability to perform the job to the Employer's satisfaction without further training.

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 unenforcibility 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 such 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>
Carpenter	\$16.75/hr.	\$17.00/hr.		
Lathe and Form Mechanic	16.75/hr.	17.00/hr.		

<i>Bargaining Unit Titles</i>	<i>Wage Rates Effective</i>	
Foreman of Carpenters	17.75/hr.	18.00/hr.
General Foreman of Carpenters	3,120.50/mo.	3,164/mo.
General Foreman of General Trades	3,243.50/mo.	3,287/mo.
Lather	16.75/hr.	17.00/hr.

APPROVAL GIVEN TO SITE DESIGNATIONS BY PUBLIC
BUILDING COMMISSION FOR CONSTRUCTION OF
MODULAR CLASSROOM FACILITIES AT STOWE
AND CARDENAS ELEMENTARY SCHOOLS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, approving site designations by the Public Building Commission for the construction of modular classroom facilities at Stowe Elementary School (3441 West Wabansia Avenue) and Cardenas Elementary School (2345 South Millard Avenue).

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, 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 Public Building Commission Act of the State of Illinois, approved July 5, 1955, as amended, provides a means for acquiring and funding buildings, improvements and facilities required by local public bodies in rendering essential governmental services: and

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

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

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

WHEREAS, It is now deemed expedient, necessary and desirable by the Board of Education of the City of Chicago to enlarge and improve educational school facilities by constructing modular classrooms adjacent to existing Stowe Elementary School and Cardenas Elementary School; and

WHEREAS, By resolution dated October 23, 1985, the Board of Education of the City of Chicago requested that the Public Building Commission of Chicago undertake to plan, fund and construct modular classrooms adjacent to Stowe Elementary School and Cardenas Elementary School; and

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

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

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

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

WHEREAS, The Public Building Commission of Chicago has selected, located and designated the following described areas as sites to be acquired for enlargement and improvement of the elementary school facilities indicated herein; and

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

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

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following-described sites, heretofore selected, located and designated by the Public Building Commission of Chicago, as sites to be acquired for enlargement and improvement of the following Board of Education facilities:

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STOWE ELEMENTARY SCHOOL

3444 WEST WABANSIA AVENUE.

The South 7.35 feet of Lot 1 and Lots 2 to 24, both inclusive in John G. Westmore's Resubdivision of Block 16 and the West half of Block 15 in Simon Subdivision of the South East quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

BE-63

CARDENAS ELEMENTARY SCHOOL

2345 SOUTH MILLARD AVENUE.

Lots 1 to 11, inclusive, and Lots 45 to 48, inclusive, in Block 5 of Millard and Decker's Subdivision of the East half of the East half of the North West quarter of Section 26, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, and vacated alley.

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

AUTHORITY GRANTED FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH CHICAGO
AIRLINES, 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 in the amount of \$350,000 with Chicago Airlines, Incorporated, for a project located at 5945 South Keating Avenue.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, 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 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 U.S. Department of Housing and Urban Development has made available to the City of Chicago, through its federal Community Development Block Grant Program, a grant in the amount of \$593,624 to be used to make low interest loans to start up and expand businesses; and

WHEREAS, Chicago Airlines, Inc., a Delaware corporation, has made application to the Department of Economic Development to borrow \$350,000 for the purpose of starting up a commuter airline which will result, among other things, in the creation of an estimated 277 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Commission has approved the application of Chicago Airlines, Incorporated; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Chicago Airlines, Incorporated pursuant to which the City will loan \$350,000 to Chicago Airlines, Inc. to assist Chicago Airlines, Incorporated to start-up its airline operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

Exhibit A

Loan and Security Agreement.

This Agreement is entered into and executed as of this day of _____, 19__ by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602 and Chicago Airlines, Inc., a Delaware corporation with principal offices at 5945 South Keating Avenue, Chicago, Illinois 60629 ("Borrower").

Recitals:

Whereas, D.E.D. was established on 10 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 its Business Development Loan program through the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development ("H.U.D.") in the amount of \$1,500,000; and

Whereas, D.E.D. has funds available to its Co-Venture and Entrepreneurial Equity Program through the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development ("H.U.D.") in the amount of \$593,624; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$200,000 ("Loan") through the Business Development Loan Program and \$350,000 through the Co-Venture and Entrepreneurial Equity Program for the purposes of business expansion.

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

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

Section 2. Definitions.

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

2.2 "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof),

taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to the "Collateral" (hereinafter defined), Borrower's liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

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

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

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

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

2.7 "Property" shall mean that certain real estate located at 5945 South Keating Avenue, Chicago, Illinois 60629 and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.9 "Senior Lender" shall mean _____.

Section 3. Loan.

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

3.1 The principal sum of the Loan shall be \$200,000 through the Business Development Loan and \$350,000 through the Co-Venture and Entrepreneurial Equity Program.

3.2 The term of the Loan shall be 10 years.

3.3 The rate of interest charged on the Loan, per annum, shall be seventy-five (75%) of that rate of interest charged by First National Bank of Chicago to its most credit worthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"), payable in equal quarterly installments in the amount set forth on Lender statement(s) provided Borrower on or before the 10th day of January, April, July and October of each year the Loan remains outstanding. The aforesaid interest rate shall be established as of the date the note is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be _____, 1986.

3.4 Repayment of the Business Development Loan shall be in 38 equal quarterly installments of principal plus interest thereon pursuant to Paragraph 3.3 above. Payments shall be made on or before the 10th day of the month commencing on the 1st day of the seventh full month after disbursement of the Business Development Loan proceeds in the amount(s) set forth on Lender's statement to Borrower. Quarterly payments commencing on or before the 1st day of the month starting on the 1st day of the first full month after disbursement of the Business Development Loan proceeds shall be interest-only payments, covering exclusively the first 6 months after disbursement of the Business Development Loan.

3.5 Repayment of the Co-Venture and Entrepreneurial Equity Program shall be in 20 equal quarterly installments of principal plus interest thereon as adjusted from time to time pursuant to Paragraph 3.3 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the 61st month after disbursement of the Co-Venture and Entrepreneurial Equity Program proceeds in the amount(s) set forth on Lender's statement to Borrower. Quarterly payments commencing on or before the 1st day of the month starting on the 1st day of the first full month after disbursement of the Co-Venture and Entrepreneurial Equity Program proceeds shall be interest-only payments, covering exclusively the first 60 months after disbursement of the Co-Venture and Entrepreneurial Equity Program proceeds.

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

Section 4. Grant of Security Interest.

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

4.2 Inventory;

4.3 Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or

times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

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

4.6 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$2,500,000 plus additional advances actually made by the Senior Lender upon failure of Borrower to meet its obligations under the Senior Financing.

4.7 Borrower agrees that Neal F. Meehan and J. Scott Christian shall personally guaranty the Loan.

Section 5. Conditions Precedent.

The following, some of which may already have been accomplished shall be required of Borrower as Conditions Precedent to disbursement of Loan proceeds:

5.1 Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds.

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

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

5.4 Personal Guaranty of repayment of the Loan.

5.5 Consent of Senior Lender to D.E.D.'s Loan and Borrower's grant of subordinated security interest as security therefore.

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

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

6.2 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation, duly organized and existing and in good standing under the laws of the state of its incorporation as represented at the beginning of this Agreement, and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's Articles of Incorporation or By-laws, or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

6.3 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 6.3.

6.4 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance

upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the financial statements).

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

6.6 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. (In addition, upon request by D.E.D., Borrower shall submit to D.E.D. no more frequently than once per calendar quarter, quarterly statements of Borrower's employment profile and financial condition prepared in accordance with generally accepted accounting principles consistently applied.)

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

Section 7. Maintaining Records/Right To Inspect.

7.1 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or the U.S. Department of Housing and Urban Development ("H.U.D") necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and H.U.D.

7.2 Any duly authorized representative of the Lender or H.U.D. shall, at all reasonable times, have access to all portions of the Project.

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

Section 8. Jobs.

8.1 Borrower and Affiliated Companies shall use its best efforts to create approximately 277 new, permanent jobs within 36 months after execution of this Agreement.

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

Section 9. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) failure to make when due and owing, any payment under the Note which failure shall continue for a period of ten (10) days following notice thereof to Borrower; (b) failure to perform any obligations of or any covenants or liabilities contained or referred to herein other than payment under the Note; (c) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (d) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (e) Borrower's sale, partial sale, transfer or voluntary disposition of its business; (f) involuntary dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (f) of this Section 9, continuing for a period of sixty (60) days after notice thereof to Borrower; or (g) any default of Other Agreements with the Lender or the Senior Lender which would permit the Lender or the Senior Lender, as the case may be, after the expiration of any applicable cure period thereunder, to accelerate its loan.

Section 10. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which

the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code)

The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 11. No Waiver By Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

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

Section 12. Labor Standards.

If Loan proceeds are used for construction, Borrower shall be required to meet (including all contractors of Borrower) labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U.S.C. 276-a-5).

Section 13. Prepayment.

This Loan may be prepaid at anytime without premium or penalty.

Section 14. Equal Employment.

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

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

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

14.3 Discrimination as used herein shall be interpreted in accordance with the Constitution and applicable federal law. This covenant may be enforced solely by the City and solely against the party who breaches this covenant.

Section 15. Disclaimer of Relationship.

Nothing contained in this Agreement, nor any act of the Borrower or Lender, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-part beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or any association or relationship between Lender and Borrower other than that expressly created by the making of this Loan.

Section 16. Conflict of Interest.

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

Section 17. Limitation of Liability.

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

Section 18. Non-Assignability.

18.1 Borrower may not sell, assign or transfer this Agreement without Lender's prior written consent thereto.

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

Section 19. Additional Provisions.

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

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

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

If To Borrower: Chicago Airlines, Inc.
5945 South Keating Avenue
Chicago, Illinois 60629
Attention: Neal F. Meehan

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

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

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

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

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH CHICAGO AIRLINES, 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 in the amount of \$200,000.00 with Chicago Airlines, Incorporated for project located at 5945 South Keating Avenue.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, 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 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 U. S. Department of Housing and Urban Development has made available to the City of Chicago, through its Federal Community Development Block Grant Program, a grant in the amount of \$1,500,000 to be used to make low interest loans to start up and expand businesses; and

WHEREAS, Chicago Airlines, Incorporated, a Delaware corporation, has made application to the Department of Economic Development to borrow \$200,000 for the purpose of starting-up a commuter airline which will result, among other things in the creation of an estimated 277 new, permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Chicago Airlines, Incorporated; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Chicago Airlines, Incorporated pursuant to which the City will loan \$200,000 to Chicago Airlines, Incorporated to assist Chicago Airlines, Incorporated to start-up its airline operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

Exhibit A (Loan and Security Agreement) attached to this ordinance reads as follows:

Exhibit A

Loan and Security Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602 and Chicago Airlines, Incorporated, a Delaware corporation with principal offices at 5945 South Keating Avenue, Chicago, Illinois 60629 ("Borrower").

Recitals:

Whereas, D.E.D. was established on 10 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 its Business Development Loan program through the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development ("H.U.D.") in the amount of \$1,500,000; and

Whereas, D.E.D. has funds available to its Co-Venture and Entrepreneurial Equity Program through the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development ("H.U.D.") in the amount of \$593,624; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$200,000 ("Loan") through the Business Development Loan Program and \$350,000 through the Co-Venture and Entrepreneurial Equity Program for the purpose of business expansion;

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

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

Section 2. Definitions.

2.1 "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to Lender (including without limitation all debts, claims and indebtedness) whether primary,

secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined).

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

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

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

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

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

2.7 "Property" shall mean that certain real estate located at 5945 South Keating Avenue, Chicago, Illinois 60629 and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.9 "Senior Lender" shall mean _____

Section 3. Loan.

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

3.1 The principal sum of the Loan shall be \$200,000 through the Business Development Loan and \$350,000 through the Co-Venture and Entrepreneurial Equity Program.

3.2 The term of the Loan shall be 10 years.

3.3 The rate of interest charged on the Loan, per annum, shall be seventy-five percent (75%) of that rate of interest charged by First National Bank of Chicago to its most creditworthy customers upon ninety (90) day unsecured loans, in effect from time to time

("Prime Rate"), payable in equal quarterly installments in the amount set forth on Lender Statements provided to Borrower on or before the 10th day of January, April, July and October of each year the Loan remains outstanding. The aforesaid interest rate shall be established as of the date the Note is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be _____, 1986.

3.4 Repayment of the Business Development Loan shall be in 38 equal quarterly installments of principal (plus interest thereon pursuant to Paragraph 3.03 above). Payments shall be made on or before the 10th day of the month commencing on the 1st day of the seventh full month after disbursement of the Business Development Loan proceeds in the amount(s) set forth on Lender's statement to Borrower. Quarterly payments commencing on or before the 1st day of the month starting on the 1st day of the first full month after disbursement of the Business Development Loan proceeds shall be interest-only payments, covering exclusively the first 6 months after disbursement of the Business Development Loan.

3.5 Repayment of the Co-Venture and Entrepreneurial Equity Program shall be in 20 equal quarterly installments of principal plus interest thereon as adjusted from time to time pursuant to Paragraph 3.3 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the 61st month after disbursement of the Co-Venture and Entrepreneurial Equity Program proceeds in the amount(s) set forth on Lender's statement to Borrower. Quarterly payments commencing on or before the 1st day of the month starting on the 1st day of the first full month after disbursement of the Co-Venture and Entrepreneurial Equity Program proceeds shall be interest-only payments, covering exclusively the first 60 months after disbursement of the Co-Venture and Entrepreneurial Equity Program proceeds.

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

Section 4. Grant of Security Interest.

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

4.2 Inventory;

4.3 Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is

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

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

4.6 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$2,500,000 plus additional advances actually made by the Senior Lender upon failure of Borrower to meet its obligations under the Senior Financing.

4.7 Borrower agrees that Neal F. Meehan and J. Scott Christian shall personally guaranty the Loan.

Section 5. Conditions Precedent.

The following, some of which may already have been accomplished shall be required of Borrower as Conditions Precedent to disbursement of Loan proceeds:

5.1 Borrower shall certify to City that Borrower has sufficient funds on hand or irrevocably available to it to complete its obligations under the Agreement and has identified the sources of said funds.

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

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

5.4 Personal Guaranty of repayment of the Loan.

5.5 Consent of Senior Lender to D.E.D.'s Loan and Borrower's grant of subordinated security interest as security therefore.

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

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

6.2 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the state of its incorporation as represented at the beginning of this Agreement, and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's Articles of Incorporation or By-laws, or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

6.3 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position on all of the Collateral. Borrower shall furnish Lender

documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 6.3.

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

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

6.6 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower. Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. In addition, upon request by D.E.D., Borrower shall submit to D.E.D. no more frequently than once per calendar quarter, statements of Borrower's employment profile and financial condition prepared in accordance with generally accepted accounting principles consistently applied.

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

Section 7. Maintaining Records/Right To Inspect.

7.1 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or the U.S. Department of Housing and Urban Development

("H.U.D.") necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and H.U.D.

7.2 Any duly authorized representative of the Lender or H.U.D. shall, at all reasonable times, have access to all portions of the Project.

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

Section 8. Jobs.

8.1 Borrower and Affiliated Companies shall use its best efforts to create approximately 277 new, permanent jobs within 36 months after execution of this Agreement.

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

Section 9. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) failure to make when due and owing, any payment under the Note which failure shall continue for a period of ten (10) days following notice thereof to Borrower; (b) failure to perform any obligations of or any covenants or liabilities contained or referred to herein other than payment under the Note; (c) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (d) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (e) Borrower's sale, partial sale, transfer or voluntary disposition of its business; (f) involuntary dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and, for (b) through (f) of this Section 9, continuing for a period of 60 days after notice thereof to Borrower; or (g) any default of Other Agreements with the Lender or the Senior Lender which would permit the Lender or the Senior Lender as the case may be, after the expiration of any applicable cure period thereunder, to accelerate their loans.

Section 10. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above),

Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefore, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code).

The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 11. No Waiver By Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

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

Section 12. Labor Standards.

If Loan proceeds are used for construction, Borrower shall be required to meet (including all contractors of Borrower) labor standards and prevailing wage schedules of the Davis-Bacon Act, as amended (40 U. S. C. 276-a-5).

Section 13. Prepayment.

This Loan may be prepaid at anytime without premium or penalty.

Section 14. Equal Employment.

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

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

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

14.3 Discrimination as used herein shall be interpreted in accordance with the Constitution and applicable federal law. This covenant may be enforced solely by the City and solely against the party who breaches this covenant.

Section 15. Disclaimer of Relationship.

Nothing contained in this Agreement, nor any act of the Borrower or the Lender, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or any association or relationship between Lender and Borrower other than that expressly created by the making of this Loan.

Section 16. Conflict of Interest.

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

Section 17. Limitation of Liability.

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

Section 18. Non-Assignability.

18.1 Borrower may not sell, assign or transfer this Agreement without Lender's prior written consent thereto.

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

Section 19. Additional Provisions.

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

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

If To Lender:

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

If To Borrower:

Chicago Airlines, Inc.
5945 South Keating Ave.
Chicago, Illinois 60629
Attention: Neal F. Meahan

With Copies To:

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

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

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

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

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH L. S. L. INDUSTRIES,
INCORPORATED.

The Committee of Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment Agreement with L.S.L. Industries, Inc., in the amount of \$5,092.50 for business expansion at 7383 North Rogers Avenue.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, 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 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 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 L.S.L. Industries, Inc. ("Company") in acquisition of land and a building for the purpose of expanding its business of manufacturing and distributing disposable medical supplies; and

WHEREAS, L.S.L. Industries, Inc. intends to adapt the facility at 7383 North Rogers Avenue, Chicago, Illinois 60626 ("Property") for use as a rebuilding and distribution center which is expected to result in the addition of twelve (12) employees within thirty-six (36) months of closing; 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.

Exhibit A (Revelopment Agreement) attached to this ordinance reads as follows:

Exhibit A.

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 19____, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."), L.S.L. Industries, Inc., with offices presently located at 1826 1/2 North Elston Avenue, Chicago, Illinois 60622 ("Purchaser") and 7383 Rogers Park Partnership, Ltd. with offices at 7383 North Rogers, Chicago, Illinois 60626 ("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 7383 North Rogers Avenue, Chicago, Illinois 60626 ("Property") for the total amount of \$259,000.00, which Property Purchaser will acquire in order to expand its current operations consisting of the manufacture and distribution of disposable medical supplies ("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 6 permanent jobs, and create an estimated 12 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 \$.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 10,185 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 12 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 June 30, 1986.

(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 perform in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

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

(b) Neither Purchaser nor 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 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
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser:	L.S.L. Industries, Incorporated
Prior to closing:	1826 1/2 North Elston Avenue. Chicago, Illinois 60622
After closing:	7383 North Rogers Chicago, Illinois 60626
If to Seller:	7383 Rogers Park Partnership, Ltd. 7383 North Rogers Chicago, Illinois 60626 Attention: Jerry Albert or Summer Katz

(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 REDEVELOPMENT/
LOAN AGREEMENT FOR CHINATOWN BASIN PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment/Loan Agreement in the amount of \$7,700,000.00 for the Chinatown Basin Project, in the vicinity of 18th Street and Stewart Avenue.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chinese American Development Corporation, an Illinois corporation ("C.A.D.C.") has entered into agreements to purchase from Santa Fe Railroad Land Improvement Company and the Athison, Topeka and Santa Fe Railroad Company, respectively, approximately 30 acres of land (the "Property") bounded by 18th Street to the north, Cermak Road to the south, Archer Avenue to the southeast, Stewart Avenue to the west, South Grove Street to the northwest, and Wentworth Avenue to the east, as legally described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, C.A.D.C. and Chinese American Development Foundation, an Illinois not for profit corporation, ("C.A.D.F") (C.A.D.C. and C.A.D.F. are hereinafter referred to collectively as the "Developer") propose to develop a portion of the Property with approximately 225 two-story townhouses and 110 commercial (retail and office) units (the "C.A.D.C. Project") and a portion of the Property with 110 units of elderly housing and a community center (the "C.A.D.F. Project"); and

WHEREAS, The Department of Planning of the City of Chicago (the "Department"), has applied to the Illinois Development Finance Authority (the "I.D.F.A.") for a \$1,000,000 Illinois Development Action Grant ("I.D.A.G.") for the purpose of providing a low-interest loan to C.A.D.C. to assist in the development of the C.A.D.C. Project and a \$1,000,000 I.D.A.G. for the purpose of providing a low interest loan to C.A.D.F. to assist in the development of the C.A.D.F. Project; and

WHEREAS, The aforementioned I.D.A.G. applications were authorized by the City Council by Ordinance passed February 26, 1986 and printed in the Journal of Proceedings of the City Council at pages 28054-28055; and

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

WHEREAS, The City Council, by Ordinance passed December 23, 1985 and printed in the Journal of Proceedings of the City Council at page 25403, authorized the Commissioner of the Department to negotiate a loan of C.D. Float Funds to C.A.D.C in the amount not to exceed \$7.7 million for the purpose of providing interim financing for the C.A.D.C. Project; and

WHEREAS, The City and the Developer propose to enter into that certain Redevelopment/Loan Agreement Chinatown Basin Project (the "Agreement") which establishes terms and conditions for making the aforementioned loans and for the provision of collateral therefor; now, therefore,

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

SECTION 1. The City Council has reviewed and hereby approves the Agreement, which is substantially in the form attached hereto and made a part hereof.

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

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

[Exhibit A attached to this ordinance printed on pages 30135
through 30138 of this Journal.]

Redevelopment/Loan Agreement attached to this ordinance reads as follows:

Redevelopment/Loan Agreement - Chinatown Basin Project.

This Agreement, executed on May _____, 1986 is made by and between the City of Chicago, Illinois, a public body corporate (the "City"), Chinese American Development Corporation, an Illinois corporation ("C.A.D.C."), Chinese American Development Foundation, an Illinois not for profit corporation ("C.A.D.F.") and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated March 1, 1986 and known as Trust No. 67060 ("Trustee") (C.A.D.C., C.A.D.F. and Trustee are hereinafter sometimes referred to collectively and separately as "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. *Recitals.*

1.1 C.A.D.C. has entered into agreements to purchase from Santa Fe Railroad Land Improvement Company and the Atchison, Topeka and Santa Fe Railway Company, respectively, approximately 30 acres of vacant land (the "Real Estate") bounded by 18th Street to the north, Cermak Road to the south, Archer Avenue to the southeast, Stewart Avenue to the west, South Grove Street to the northwest, and Wentworth Avenue to the east, as legally described on Exhibit "A" attached hereto and made a part hereof, together with the entire beneficial interest in and power of direction over Oak Park Trust and Savings Bank Trust No. 1777 (the "Lessee Trust") dated September 15, 1946, which Trust is the owner of the leasehold estate (the "Leasehold") in real property legally described in Exhibit A1 attached hereto (the Real Estate and the Leasehold are collectively referred to hereinafter as the "Property"); and

(Continued on page 30139)



PARCEL No. 1

A TRACT OF LAND, COMPRISED OF LOTS OR PARTS THEREOF IN BLOCKS 21, 25, 26, 40, 41 AND 43 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOTS OF PARTS THEREOF IN THE RESUBDIVISION OF BLOCKS 20, 24, 40, 41, 43 AND 44, OF PARTS THEREOF IN CANAL TRUSTEES' NEW SUBDIVISION, AFORESAID, TOGETHER WITH ALL OR PART OF THE VACATED ALLEYS WITHIN SAID BLOCKS, AND OF THE VACATED STREETS LYING BETWEEN AND ADJOINING SAID BLOCKS, WHICH TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF SAID BLOCK 43 AT THE POINT OF INTERSECTION OF SAID WEST LINE WITH THE NORTH LINE OF W. CERNAK ROAD (W. 22ND STREET) AS SAID W. CERNAK ROAD WAS WIDENED BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 13, 1926 AS DOCUMENT NO. 9238234 (SAID NORTH LINE OF W. CERNAK ROAD AS WIDENED BEING THE NORTH LINE OF THE SOUTH 14 FEET OF SAID BLOCK 43), AND RUNNING

THENCE NORTH 00 DEGREES, 02 MINUTES, 44 SECONDS EAST (BEING THE WEST LINE, AND NORTHWARD EXTENSION THEREOF, OF SAID BLOCK 43 AND ALONG THE WEST LINE OF SAID BLOCK 41), A DISTANCE OF 390.13 FEET TO A POINT WHICH IS 80.00 FEET SOUTH OF A STONE MONUMENT MARKING THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOCK 43 CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED RECORDED IN SAID RECORDER'S OFFICE ON JULY 3, 1900 AS DOCUMENT NO. 2981686;

THENCE NORTH 33 DEGREES, 43 MINUTES, 56 SECONDS EAST, A DISTANCE OF 312.60 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, AT A POINT WHICH IS 250.00 FEET (MEASURED ALONG SAID SOUTHEASTERLY LINE) NORTHEASTERLY FROM THE SOUTHERLY CORNER OF SAID PARCEL OF LAND;

THENCE NORTH 43 DEGREES, 57 MINUTES, 21 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 181.73 FEET TO AN INTERSECTION WITH THE WEST LINE OF VACATED NORTH AND SOUTH ALLEY IN SAID BLOCK 41;

THENCE NORTH 89 DEGREES, 48 MINUTES 38 SECONDS EAST, A DISTANCE OF 8.66 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SAID VACATED ALLEY;

THENCE NORTH 00 DEGREES, 11 MINUTES, 22 SECONDS WEST ALONG THE CENTERLINE, AND ALONG A NORTHWARD EXTENSION THEREOF, OF SAID VACATED ALLEY, A DISTANCE OF 44.69 FEET TO AN INTERSECTION WITH THE NORTHEASTWARD EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 41;

THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST ALONG SAID NORTHEASTWARD EXTENSION OF THE NORTHWESTERLY LINE OF SAID BLOCK 41, A DISTANCE OF 31.23 FEET TO AN INTERSECTION WITH THE CENTERLINE OF VACATED W. CULLERTON STREET (W. 20TH STREET);

THENCE NORTH 89 DEGREES, 54 MINUTES, 16 SECONDS EAST ALONG SAID CENTERLINE OF VACATED W. CULLERTON STREET, A DISTANCE OF 67.43 FEET;

THENCE NORTH 00 DEGREES, 05 MINUTES, 44 SECONDS WEST, A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID VACATED W. CULLERTON STREET;

THENCE NORTH 44 DEGREES, 11 MINUTES, 15 SECONDS EAST ALONG THE SOUTHEASTERLY LINE (AS SAID SOUTHEASTERLY LINE IS MONUMENTED) OF THE PARCEL OF LAND IN SAID BLOCK 24 CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY SAID DEED RECORDED AS DOCUMENT NO. 2981686, A DISTANCE OF 251.76 FEET TO A STONE MONUMENT ON THE SOUTHWESTERLY LINE OF THE VACATED ALLEY LEADING SOUTHEASTERLY FROM GROVE STREET;

THENCE NORTH 44 DEGREES, 00 MINUTES 23 SECONDS EAST, A DISTANCE OF 8.20 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SAID VACATED ALLEY;

THENCE NORTH 45 DEGREES, 59 MINUTES, 37 SECONDS WEST, ALONG THE CENTERLINE OF SAID VACATED ALLEY, A DISTANCE OF TWENTY FIVE ONE HUNDREDTHS (0.25) OF A FOOT;

THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST, A DISTANCE OF 8.00 FEET TO A STONE MONUMENT MARKING THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOCK 24 CONVEYED TO SAID CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY SAID DEED RECORDED AS DOCUMENT NO. 2981686;

THENCE NORTH 44 DEGREES, 00 MINUTES, 23 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND (SAID SOUTHEASTERLY LINE BEING PARALLEL WITH THE NORTHWESTERLY LINE OF SAID BLOCK 24) A DISTANCE OF 50.00 FEET;

THENCE NORTHEASTWARDLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND, SAID SOUTHEASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 765.55 FEET, A DISTANCE OF 128.02 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 39 DEGREES 12 MINUTES, 56 SECONDS EAST AND A LENGTH OF 127.87 FEET) TO AN INTERSECTION WITH THE EAST LINE OF SAID BLOCK 24;

THENCE SOUTH 89 DEGREES, 52 MINUTES, 59 SECONDS EAST, A DISTANCE OF 33.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF VACATED S. PURPLE STREET;

THENCE NORTH 00 DEGREES, 07 MINUTES, 01 SECONDS EAST ALONG SAID CENTERLINE OF VACATED S. PURPLE STREET, AND ALONG SAID CENTERLINE EXTENDED, A DISTANCE OF 101.79 FEET TO AN INTERSECTION WITH A SOUTHWARD EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 21;

THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG SAID SOUTHWARD EXTENSION OF THE WESTERLY LINE OF SAID BLOCK 21, A DISTANCE OF 22.07 FEET;

THENCE SOUTH 89 DEGREES, 52 MINUTES, 59 SECONDS EAST, A DISTANCE OF 25.79 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID BLOCK 21 AT THE MOST SOUTHERLY CORNER OF THE PARCEL OF LAND IN SAID BLOCK 21 CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY SAID DEED RECORDED AS DOCUMENT NO. 2981686;

THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 765.55 FEET, A DISTANCE OF 47.40 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 21 DEGREES, 00 MINUTES, 26 SECONDS EAST AND A LENGTH OF 47.39 FEET) TO A STONE MONUMENT MARKING THE EASTERLY LINE OF SAID PARCEL OF LAND;

THENCE NORTH 19 DEGREES, 14 MINUTES, 01 SECONDS EAST, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 161.33 FEET TO A POINT 26.00 FEET, MEASURED PERPENDICULARLY, EASTERLY FROM THE WESTERLY LINE OF SAID BLOCK 21;

THENCE NORTHWARDLY ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 703.78 FEET, A DISTANCE OF 75.88 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 22 DEGREES, 16 MINUTES, 41 SECONDS EAST AND A LENGTH OF 75.84 FEET) TO A POINT OF REVERSE CURVE.

THENCE NORTHWARDLY, CONTINUING ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND, SAID EASTERLY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE EAST AND HAVING A RADIUS OF 729.78 FEET, A DISTANCE OF 78.68 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 22 DEGREES, 16 MINUTES, 41 SECONDS EAST AND A LENGTH OF 78.64 FEET);

THENCE NORTH 19 DEGREES, 11 MINUTES, 22 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND A DISTANCE OF 9.12 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 21 DISTANT 36.37 FEET EAST FROM THE NORTHWEST CORNER OF SAID BLOCK 21;

THENCE NORTH 89 DEGREES, 31 MINUTES, 38 SECONDS EAST ALONG THE NORTH LINE, AND SAID NORTH LINE EXTENDED EAST, OF SAID BLOCK 21, AND ALONG THE NORTH LINE OF SAID BLOCK 20, A DISTANCE OF 289.33 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST 8.00 FEET OF THE WEST HALF OF SAID BLOCK 20;

THENCE SOUTH 00 DEGREES, 05 MINUTES, 29 SECONDS EAST ALONG THE WEST LINE (AND SAID WEST LINE EXTENDED SOUTH) OF THE EAST 8.00 FEET OF THE WEST HALF OF SAID BLOCK 20, AND ALONG THE WEST LINE (AND SAID WEST LINE EXTENDED SOUTH) OF THE EAST 8.00 FEET OF THE WEST HALF OF SAID BLOCK 26, A DISTANCE OF 863.24 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID BLOCK 40;

THENCE NORTH 89 DEGREES, 34 MINUTES, 16 SECONDS EAST ALONG SAID NORTH LINE OF BLOCK 40 A DISTANCE OF 140.65 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 40;

THENCE SOUTH 00 DEGREES, 00 MINUTES, 58 SECONDS EAST ALONG THE EAST LINE OF SAID BLOCK 40, A DISTANCE OF 304.30 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF S. ARCHER AVENUE, AS SAID S. ARCHER AVENUE WAS WIDENED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON APRIL 13, 1926 AS DOCUMENT NO. 9238234;

THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE AS WIDENED (SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE AS WIDENED BEING THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 20 FEET OF SAID BLOCKS 40, 43 AND 44) A DISTANCE OF 817.31 FEET TO AN INTERSECTION WITH THE EAST LINE OF S. PRINCETON AVENUE, AS SAID S. PRINCETON AVENUE WAS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON AUGUST 22, 1931 AS DOCUMENT NO. 10959073;

THENCE NORTH 00 DEGREES, 07 MINUTES, 01 SECONDS EAST ALONG SAID EAST LINE OF S. PRINCETON AVENUE, A DISTANCE OF 369.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF VACATED W. 21ST STREET;

THENCE SOUTH 89 DEGREES, 48 MINUTES, 01 SECONDS WEST ALONG SAID NORTH LINE OF VACATED W. 21ST STREET, A DISTANCE OF 170.00 FEET;

THENCE SOUTH 00 DEGREES, 07 MINUTES, 01 SECONDS WEST ALONG THE WEST LINE OF S. PRINCETON AVENUE AS DEDICATED BY SAID INSTRUMENT RECORDED AS DOCUMENT NO. 10959073, A DISTANCE OF 443.39 FEET TO AN INTERSECTION WITH SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE AS WIDENED;

THENCE SOUTH 58 DEGREES, 05 MINUTES, 45 SECONDS WEST ALONG SAID NORTHWESTERLY LINE OF S. ARCHER AVENUE AS WIDENED, A DISTANCE OF 9.85 FEET TO AN INTERSECTION WITH THE NORTH LINE OF W. CERNAK ROAD (W. 22ND STREET) AS SAID W. CERNAK ROAD WAS WIDENED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT NO. 9238234; AND

THENCE SOUTH 89 DEGREES, 56 MINUTES, 36 SECONDS WEST ALONG SAID NORTH LINE OF W. CERNAK ROAD AS WIDENED, A DISTANCE OF 506.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,282,119 SQUARE FEET (27.5969 ACRES) OF LAND, MORE OR LESS.

PARCEL No. 2

THAT PART OF BLOCKS 20 AND 26 OF CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND VACATED ALLEYS THEREIN, TOGETHER WITH THAT PART OF VACATED WEST 19TH STREET, SOUTH OF BLOCK 20 AND NORTH OF BLOCK 26 (TAKEN AS A TRACT) LYING EAST OF A LINE 4 FEET WEST OF AND PARALLEL TO CENTERLINE OF SAID BLOCKS, EXCEPTING THEREFROM LOTS 8, 9, 12 AND 13 IN BLOCK 26 IN AFORESAID CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS AND ALSO EXCEPTING THE EAST HALF OF THAT PORTION OF VACATED ALLEY WEST OF AND ADJOINING LOTS 8, 9, 12 AND 13 IN BLOCK 26 IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS AFORESAID; IN COOK COUNTY, ILLINOIS.

PARCEL No. 3

THE LEASEHOLD ESTATE IN LOTS 8, 9, 12, 13 IN BLOCK 26 OF THE CANAL TRUSTEES' SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CREATED BY THAT CERTAIN INDENTURE OF LEASE DATED JUNE 10, 1903 AND RECORDED ON JUNE 14, 1905 IN BOOK 9063, PAGE 368 AS DOCUMENT NUMBER 3710870 AND RECORDED JULY 13, 1905 IN BOOK 9104, PAGE 395 AS DOCUMENT NUMBER 3723580 MADE BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO TO THE N. K. FAIRBANK COMPANY OF CHICAGO, A CORP, DEMISING AND LEASING THE LAND FOR TERM OF 99 YEARS BEGINNING JULY 1, 1905, AND ENDING JULY 1, 2004, WHICH LEASE WAS ASSIGNED TO GEORGE DONNERSBERGER BY A DOCUMENT DATED MARCH 20, 1924, AND RECORDED ON APRIL 17, 1924, AS DOCUMENT NUMBER 8370647, AND LATER ASSIGNED TO THE OAK PARK TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1946 AND KNOWN AS TRUST NUMBER 1777 BY A DOCUMENT DATED SEPTEMBER 20, 1947 AND RECORDED MAY 26, 1947 AS DOCUMENT NUMBER 14064062; AND

THE LEASEHOLD ESTATE IN A STRIP OF LAND 8 FEET IN WIDTH AND 200 FEET IN LENGTH, BEING THE EAST 1/2 OF THAT PORTION OF THE VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 8, 9, 12, 13 IN BLOCK 26 OF THE CANAL TRUSTEES' SUBDIVISION OF THE EAST FRACTION OF THE SOUTH EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, CREATED BY THAT CERTAIN INDENTURE OF LEASE DATED JULY 1, 1911 AND RECORDED OCTOBER 2, 1911, IN BOOK 11475, PAGE 525 AS DOCUMENT NUMBER 4840707 MADE BY THE BOARD OF EDUCATION OF THE CITY OF CHICAGO TO THE N. K. FAIRBANK COMPANY OF CHICAGO DEMISING AND LEASING FOR A TERM OF 93 YEARS BEGINNING JULY 1, 1911, AND ENDING JUNE 30, 2004, WHICH LEASE WAS ASSIGNED TO GEORGE DONNERSBERGER BY ASSIGNMENT DATED MARCH 20, 1924, AND RECORDED APRIL 17, 1924, AS DOCUMENT NUMBER 8370646, AND LATER ASSIGNED TO OAK PARK TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 15, 1946 AND KNOWN AS TRUST NUMBER 1777 BY A DOCUMENT DATED SEPTEMBER 15, 1946 AND RECORDED MAY 26, 1947 AS DOCUMENT NUMBER 14064061 (SAID ASSIGNMENT WAS RE-RECORDED ON JUNE 30, 1947 AS DOCUMENT NUMBER 14089270) IN COOK COUNTY, ILLINOIS.

(Continued from page 30134)

1.2 The Property consists of unused rail yards, rail tracks and railroad rights of way which impair the sound growth of the City's real property tax revenues; and

1.3 The City contemplates the adoption of tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois (Chapter 24, Section 11-74.4-1 et seq., Illinois Revised Statutes), as amended, to facilitate the development of an area encompassing the property; and

1.4 Developer intends to develop residential and commercial structures on the Property in accordance with the provisions of this Agreement (hereinafter referred to as the "Project"); and

1.5 The Department of Planning of the City of Chicago (the "Department"), has applied to the Illinois Development Finance Authority (I.D.F.A.) for a \$1,000,000 Illinois Development Action Grant (I.D.A.G.) for the purpose of providing a low-interest loan to C.A.D.C and a \$1,000,000 I.D.A.G. for the purpose of providing a low interest loan to C.A.D.F.; such loans to be made and secured in accordance with this Agreement; and

1.6 The aforementioned I.D.A.G. applications were authorized by the City Council of the City by Ordinance passed February 26, 1986 and printed in the Journal of Proceedings of the City Council at pages 28054-5; and

1.7 The City, as recipient of Community Development Block Grant funds ("CD Funds") made available pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), may currently utilize available but unexpended CD Funds (the "CD Float Funds") for low interest land acquisition, construction and development loans to private developers for eligible community development projects such as the Project, provided that, in the event the CD Float Funds are legally required by the City for Community Development Block Grant programs, the CD Float Funds are immediately returned to the City; and

1.8 The City Council of the City, by ordinance passed December 23, 1985 and printed in the Journal of Proceedings of the City Council at page 25403, authorized the Commissioner of the Department to negotiate a loan of CD Float Funds (the "CD Float Loan") to C.D.A.C. in an amount not to exceed \$7.7 million for the purpose of providing interim financing for the Project; and

1.9 The CD Float Loan is to be evidenced by the demand promissory note of the Developer, is to be secured by an unconditional, irrevocable letter of credit issued to the City in the principal amount of \$7.7 million and, by other collateral which the City may require; and

1.10 The entire principal amount of the CD Float Loan, plus any accrued, but unpaid interest, shall be due and payable on May 1, 1989, or on such earlier date as the City shall demand, subject to Section 1.5 hereof and the Intercreditor Agreement (as herein defined); and

1.11 The implementation of the financing program described herein will be of benefit to the Developer in developing the Project as contemplated by this Agreement; and

1.12 The development of the Project would not reasonably be anticipated without the financing program contemplated by this Agreement; and

1.13 The Developer desires to complete the project in accordance with this Agreement.

2. *Definitions.*

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

Architect: Harry Weese and Associates or any other licensed architect employed by Developer.

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

Complete: The substantial completion of any Work as the context requires. For the purpose of this definition, each phase of the Project will be considered Complete when (i) the "shell and core" for the office space and retail space portions of the particular phase is substantially finished in conformity with local codes and ordinances (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for the installation of "interior finishing work" and (ii) the residential portions of such phase are substantially finished in conformity with local codes and ordinances (but subject to insubstantial incomplete matters such as construction and completion of "punch list items") and ready for occupancy. This definition of "Complete" also is applicable to other forms of the word "complete", such as "Completion" and "Completed", as used in this Agreement.

Construction Contract: The agreement between the Developer and General Contractor providing for construction of Phase 1 of the Project.

Phase 1: That portion of the C.A.D.C. Project (as hereinafter defined) consisting of a development of approximately 55 commercial units containing approximately 171,875 square feet of space on the Phase 1 Property.

Phase 1 Property: That portion of the Property, consisting of approximately _____ acres, as depicted on Exhibit B attached hereto, upon which Phase 1 shall be developed.

Phase 1 Construction Lender: American National Bank and Trust Company of Chicago.

Phase 1 Construction Loan: The loan in an amount not to exceed \$8,560,000.00, to be obtained by Developer to finance the construction of Phase 1 of the Project.

Phase 1 Construction Loan Security Documents: The documents required by the Construction Lender to secure the Phase 1 Construction Loan.

Covenant: The instrument to be delivered to the City pursuant to Section 7.5 of this Agreement.

Developer's Equity: Cash or other form of liquid securities received from contributions or the sale of debentures totalling at least \$3.2 million.

Development Costs: All cost, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, the purchase price of the Property, loan fees, interest, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of "unit improvements" (although incurred after Completion), costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, architects' fees, surveyors' fees, attorneys' fees, permit fees, management fees, consultants' fees, construction manager's fees, developer fees, acquisition fees, heat, electricity, fuel, and insurance costs, brokers' and leasing commissions, marketing costs, and any losses resulting from operation expenses exceeding revenues through the date a Completion Certificate is issued.

Event of Default: Any one or more of the conditions or events specified in Section 11.1 hereof.

General Contractor: The general contractor for the construction of Phase 1 of the Project.

I.D.A.G. Applications: The application made by the Department to I.D.F.A. for a \$1,000,000 I.D.A.G. to assist C.A.D.C. in developing the C.A.D.C. Project and the application made by the Department to I.D.F.A. for a \$1,000,000 I.D.A.G. to assist C.A.D.F. in developing the C.A.D.F. Project.

I.D.A.G. Regulations: The proposed rules and regulations governing I.D.A.G.s and promulgated pursuant to Section 7(n) of the Development Finance Authority Act (Ill. Rev. Stat. 1983, ch. 48, par. 850.01, et seq., as amended).

Intercreditor Agreement: Agreement between the City and the Issuer substantially in the form attached hereto as Exhibit C.

Issuer: American National Bank and Trust Company of Chicago.

Land Trustee: The corporate land trustee, if any, holding fee title to the Property.

Letter of Credit: The unconditional, irrevocable letter of credit to be issued by the Issuer in form acceptable to the City and provided to the City as security for the faithful performance of the C.A.D.C.'s obligations under the C.D. Float Loan Note; this Agreement and the C.D. Float Loan Documents.

Letter of Credit Security Documents: The documents required by the Issuer to secure the Letter of Credit.

Minorities: A person who is a citizen or lawful resident of the United States and who is Black, Hispanic, Asian-American, Native American, or Pacific Islander.

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

Permitted Encumbrances: (i) the Redevelopment Documents; (ii) liens for taxes and special assessments which are not then delinquent; and (iii) such other liens, encumbrances, covenants, conditions and restrictions, if any, as are set forth in Exhibit D to this Agreement.

Project: The C.A.D.C. Project and the C.A.D.F. Project.

C.A.D.C. Project: The phased development of approximately 225 two-story townhouses and 110 commercial (retail and office) units on approximately twenty-six acres of the Property.

C.A.D.F. Project: The development of a community center and approximately 120 units of housing for the elderly on approximately four acres of the Property.

Project Loan: The combined C.D. Float Loan and I.D.A.G. Loans.

C.D. Float Loan: The loan, made pursuant to this Agreement by the City to C.A.D.C. of C.D. Float Funds in an amount not to exceed \$7,700,000.

C.D. Float Loan Note: The promissory note of C.A.D.C. and the Land Trustee, if any, evidencing the obligation to repay the C.D. Float Loan in the form attached hereto as Exhibit E.

C.D. Float Loan Security Documents: The documents required to secure the C.D. Float Loan Note as described in Section 4.2 of this Agreement.

C.D. Float Loan Closing: The procedure for the consummation of the C.D. Float Loan as described in Article 4 of this Agreement.

C.D. Float Loan Closing Date: The date set forth in Section 4.3 of this Agreement on which the C.D. Float Loan Closing is to occur.

Property: The Real Estate and the Leasehold described in Exhibits "A" and "A1", respectively, attached hereto, together with all and singular tenements, rights, easements, improvements, hereditaments, rights-of-way, privileges, liberties, appendages and appurtenances now or hereafter appertaining to such land.

C.A.D.C./I.D.A.G. Loan: The loan in the amount of One Million Dollars (\$1,000,000) to be made by the City to the C.A.D.C. from the I.D.A.G. proceeds.

C.A.D.C./I.D.A.G. Loan Note: The promissory note of C.A.D.C. and the Land Trustee, if any, evidencing the obligation to repay the C.A.D.C./I.D.A.G. Loan and in the form attached to this Agreement as Exhibit F.

C.A.D.C./I.D.A.G. Loan Security Documents: The documents required to secure the C.A.D.C./I.D.A.G. Note as described in Section 5.5 of this Agreement.

C.A.D.F./I.D.A.G. Loan: The loan in the amount of One Million Dollars (\$1,000,000) to be made by the City to C.A.D.F. from the I.D.A.G. proceeds.

C.A.D.F./I.D.A.G. Loan Note: The promissory note of C.A.D.F. and the Land Trustee, if any, evidencing the obligation to repay the C.A.D.F./I.D.A.G. Loan and in the form attached to this Agreement as Exhibit G.

C.A.D.F./I.D.A.G. Loan Security Documents: The documents required to secure the C.A.D.F./I.D.A.G. Note as described in Section 5.7 of this Agreement.

I.D.A.G. Loans: The C.A.D.C./I.D.A.G. Loan and the C.A.D.F./I.D.A.G. Loan.

I.D.A.G. Agreements: The agreements to be entered into between the City and I.D.F.A. containing certain obligations of the City with respect to the I.D.A.G.s for the Project.

I.D.A.G. Loan Security Document: The C.A.D.C./I.D.A.G. Loan Security Documents and the C.A.D.F./I.D.A.G. Loan Security Documents.

Redevelopment Costs:

- (a) land acquisition -- approximately \$7.2 million; and
- (b) infrastructure improvements -- approximately \$500,000.

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

Sale Contracts: The Real Estate Sale Agreements between C.A.D.C. and the Atchison, Topeka and Santa Fe Railway Company and the Santa Fe Railroad Land Improvement

Company under the terms of which C.A.D.C. shall purchase the Property, copies of which are attached hereto as Exhibits H and I.

Work: Any and all remodeling, reconstruction, demolition or construction constituting a part of the Project and the furnishing of materials to the Project in connection therewith.

3. *Project Loan.*

3.1 Project Loan. The City hereby agrees, subject to the terms and conditions herein contained, to make the Project Loan in the principal amount of Seven Million Seven Hundred Thousand Dollars (\$7,700,000), the proceeds of which shall be used by the Developer to purchase the Property pursuant to the Sale Contracts and to pay certain Redevelopment Costs of the Project. The Project Loan will be comprised of a loan of C.D. Float Funds totalling Five Million Seven Hundred Thousand Dollars (\$5,700,000) and loans of I.A.D.G. Funds totalling Two Million Dollars (\$2,000,000); provided that, if the I.D.A.G. Applications have been unconditionally accepted by I.D.F.A., but not funded by the C.D. Float Loan Closing Date, the entire Project Loan may, at the discretion of the City, initially be made out of C.D. Float Funds.

4. *C.D. Float Loan.*

4.1 C.D. Float Loan Note. The C.D. Float Loan shall be evidenced by the C.D. Float Loan Note. The C.D. Float Loan Note shall be executed by C.A.D.C. and any Land Trustee holding title to the Property and delivered to the City. The principal balance due under the C.D. Float Loan Note shall bear interest during the period from _____, 1986 to _____, 1987 at the simple interest rate of three percent (3%) per annum (computed on the basis of a year consisting of 365 days), with accrued interest payable monthly on the tenth (10th) day of each month; shall bear interest during the period from _____, 1987 to _____, 1988 at the accrual interest rate of four percent (4%) per annum (computed on the basis of a year consisting of 365 days), provided that interest payments required to be made during such period shall be computed on the basis of a payment interest rate of three percent (3%) per annum and shall be payable monthly on the tenth (10th) day of each month; and shall bear interest during the period from _____, 1988 until maturity at the accrual interest rate of five percent (5%) per annum (computed on the basis of a year consisting of 365 days), provided that interest payments made during such period shall be computed on the basis of a payment interest rate of three percent (3%) per annum and shall be payable monthly on the tenth (10th) day of each month. Interest which has accrued but which is not payable as of each payment date shall be added to the principal balance of the C.D. Float Loan Note as of such date. The C.D. Float Loan Note shall further provide that the entire unpaid principal amount thereof and unpaid accrued interest thereon will be payable on _____, 1989 or on demand by the City, whichever shall first occur, shall be subject to prepayment (without penalty or charge) by C.A.D.C. at any time, and shall be substantially in the form of Exhibit E attached to this Agreement, with appropriate insertions. The City agrees that, subject to the terms of the Intercreditor Agreement, it will demand payment of the principal amount of the C.D. Float Loan Note prior to _____, 1989 only upon the occurrence and continuance of one or more Event of Default described in Section 11.1 or in the event that the City legally requires the proceeds of the C.D. Float Loan for

Community Development Block Grant Programs pursuant to the Housing and Community Development Act of 1974.

4.2 Security for C.D. Float Loan Note.

(a) Letter of Credit. C.A.D.C. shall cause the Letter of Credit to be issued by the Issuer to the City to secure the payment of the principal on the C.D. Float Loan Note in accordance with the terms and provisions thereof. The Letter of Credit shall be in form and content acceptable to the City; shall be in the amount of Seven Million Seven Hundred Thousand and no/100 Dollars (\$7,700,000.00); shall be unconditional and irrevocable; and shall have an expiration date of not earlier than _____, 1989. The Letter of Credit shall be release by the City upon payment in full of the C.D. Float Loan Note.

(b) Other Security. To further secure the payment of the principal of and interest on the C.D. Float Loan Note in accordance with the terms and provisions thereof, C.A.D.C. and, as appropriate, the Land Trustee, shall grant to the City: (i) a second mortgage lien ("C.D. Float Loan Mortgage") on the Real Estate; (ii) a security interest in all equipment (as defined in Article 9 of the Illinois Uniform Commercial Code) and also all other tangible personal property at any time located at or owned or acquired by C.A.D.C. for use on or in the Property and all proceeds, renewals and replacements thereof; (iii) a collateral assignment of all rents, issues, avails or profits at any time arising under any lease or rental agreement relating to any portion of the Property; (iv) a second collateral assignment of the beneficial interest in the Lessee Trust; and (v) such other security documents as the City may reasonably require (the aforementioned documents are hereinafter referred to collectively as the "C.D. Float Loan Security Documents"). The C.D. Float Loan Mortgage and the other C.D. Float Loan Security Documents shall be subject only to the Letter of Credit Security Documents and the Permitted Encumbrances and shall be in form and content approved by The Commissioner and the Corporation Counsel of the City. In addition, the City shall release the lien of the C.D. Float Loan Security Documents on the Phase 1 Property upon the opening of the Phase 1 Construction Loan, provided that the Letter of Credit has been delivered to the City.

4.3 C.D. Float Loan Closing.

(a) C.D. Float Loan Closing Date. The closing for the C.D. Float Loan and the disbursement of the proceeds thereof (the "C.D. Float Loan Closing") shall be held at the offices of the City Department of Planning at 9:00 A.M. on May _____, 1986, or on such other date or at such other time or location, as the parties may mutually agree upon (the "C.D. Float Loan Closing Date").

(b) "New York" Closing. The C.D. Float Loan Closing shall be a so called "New York Style" Closing with the delivery of the lender's policy of title insurance required by Section 4.4(h) below and the recording and/or filing of the C.D. Float Loan Security Documents occurring on the C.D. Float Loan Closing Date. The cost of said closing shall be borne by C.A.D.C.

4.4 C.A.D.C.'s Deliveries at C.D. Float Loan Closing. As an express condition to the C.D. Float Loan Closing, C.A.D.C. shall deliver and shall cause the Land Trustee, the Issuer and

other persons, as appropriate, to deliver the following in form and content acceptable to the City ("C.A.D.C.'s Deposits") on the C.D. Float Loan Closing Date:

- (a) The C.D. Float Loan Note executed on behalf of C.A.D.C. and the Land Trustee;
- (b) The C.D. Float Loan Mortgage encumbering the entire Real Estate executed on behalf of C.A.D.C. and the Land Trustee and in recordable form;
- (c) A Security Agreement executed on behalf of C.A.D.C. and Land Trustee;
- (d) A Collateral Assignment of Rents and Leases executed on behalf of the C.A.D.C. and the Land Trustee and in recordable form;
- (e) U.C.C. Financing Statements executed on behalf of C.A.D.C. and the Land Trustee;
- (f) The Letter of Credit;
- (g) A collateral assignment of the beneficial interest in the Lessee Trust;
- (h) An A.L.T.A. Mortgage Title Insurance Policy (Loan Policy - 1970) with comprehensive endorsement No. 1 (or equivalent), issued by Chicago Title Insurance Company ("Title Company") in the aggregate principal amount of the C.D. Float Loan Note, showing good and marketable fee simple title to the Real Estate to be in C.A.D.C. or Land Trustee and insuring the lien of the C.D. Float Loan Mortgage to be a valid and enforceable lien on the Real Estate and the lien of the collateral assignment required by subparagraph (g) above to be a valid and enforceable lien on the Leasehold, subject only to the Letter of Credit Security Documents and Permitted Encumbrances, which policy shall cover the date of recording of the C.D. Float Loan Mortgage, shall be dated the C.D. Float Loan Closing Date and shall otherwise be in form and substance satisfactory to the City;
- (i) A survey of the Property prepared and certified to the City and the Title Company by an Illinois registered land surveyor dated not more than ninety (90) days prior to the C.D. Float Loan Closing Date and showing (i) the perimeter boundaries of the Property; (ii) the area of the Property; and (iii) the location of all buildings and improvements thereon, parking areas, driveways, sidewalks, curbs, adjoining streets and their relation to such improvements, set-back lines, encroachments, rights-of-way, easements and showing the location of all abutting roadways, streets and alleys. The survey shall be prepared in compliance with the standards of the American Land Title Association and American Congress of Surveying and Mapping adopted in 1962 and shall contain the certificate of the surveyor to the City and the Title Company (among others) as to the accuracy of the survey and the legal description.
- (j) Copies of insurance policies or certificates of insurance evidencing that there is in full force the insurance coverage then required by Section 9.1 to be maintained by C.A.D.C.
- (k) The legal opinion of the C.A.D.C.'s legal counsel dated as of the C.D. Float Loan Closing Date and addressed to the City and to the effect that:

- (i) C.A.D.C. is an Illinois Corporation and C.A.D.F. is an Illinois not-for-profit corporation each of which is validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;
 - (ii) This Agreement, the C.D. Float Loan Note and the C.D. Float Loan Security Documents have been duly executed and delivered by the appropriate representatives of Developer and the Land Trustee, if any, and such execution and delivery has been duly authorized;
 - (iii) The execution and performance of this Agreement, the C.D. Float Loan Note and the C.D. Float Loan Security Documents will not violate, to the best of such counsel's knowledge, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which Developer is a party or by which it is bound;
 - (iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving Developer which would affect the Developer's ability to consummate the transactions contemplated by this Agreement;
 - (v) This Agreement, the C.D. Float Loan Note and the C.D. Float Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms;
 - (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with the Developer entering into and performing its obligations under this Agreement, the C.D. Float Loan Note, or the C.D. Float Loan Security Documents; and
 - (vii) that the lease establishing the Leasehold is in full force and effect and there exists no default thereunder.
- (l) A certificate executed on behalf of the Developer to the effect that the representations and warranties contained in Article 8 hereof are true, correct and complete as of the C.D. Float Loan Closing Date;
- (m) A copy of each form of release and assignment required to accompany the City's draw on the Letter of Credit and a copy of the certification required to accompany the City's draw on the Letter of Credit, approved by the City and the Issuer as to form and substance;
- (n) A certified copy of articles of incorporation of C.A.D.C. and C.A.D.F.;
- (o) A copy of any Land Trust Agreement, certified by the Land Trustee that as of the C.D. Float Loan Closing date C.A.D.C. is the owner of 100% of the beneficial interest and power of direction thereunder and that there has been no collateral assignment or pledge of beneficial interest or part thereof in the Land Trust other than as consented to by the City;

(p) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary.

4.5 City Deliveries at C.D. Float Loan Closing.

The City shall deliver to the Escrowee on the C.D. Float Loan Closing Date the principal amount of the C.D. Float Loan by certified check, cashier's check or wire transfer of good funds.

4.6 Disbursement of C.D. Float Loan Proceeds.

The proceeds of the C.D. Float Loan shall be disbursed by the City to pay or reimburse C.A.D.C. for all or a portion of the Redevelopment Costs. Notwithstanding anything herein to the contrary contained, the City shall be under no obligation to disburse any funds in excess of the acquisition price for the Property until notified by the Issuer in writing that the Issuer has received from Developer the full amount of the Issuer Collateral (as defined in the Intercreditor Agreement).

5. I.D.A.G. Loans.

5.1 Use of I.D.A.G. Loans.

If the I.D.A.G. Applications filed by the City for the Project are accepted by I.D.F.A. and the grant of \$2,000,000 in I.D.A.G. Funds is received by the City, the City shall make the I.D.A.G. Loans to the Developer as follows:

(a) a loan of \$1,000,000 to C.A.D.C.; and

(b) a loan of \$1,000,000 to C.A.D.F.

The Developer and City agree that should the C.D. Float Loan Closing occur prior to the I.D.A.G. Loan Closing, to the extent that the original principal amount of the C.D. Float Loan exceeds \$5.7 million, the proceeds of the I.D.A.G. Loans shall be utilized as a prepayment to reduce the principal balance of the C.D. Float Loan Note.

5.2 Transfer of Portion of the Property to C.A.D.F.

Subsequent to the C.D. Float Loan Closing, but contemporaneously with the closing of the I.D.A.G. Loans, the C.A.D.C. shall transfer and convey or cause to be transferred and conveyed to C.A.D.F., or a Land Trustee of which C.A.D.F. is the sole beneficiary, a portion of the Property depicted approximately on Exhibit B attached hereto as the C.A.D.F. Acquisition and consisting of approximately four (4) acres (the "C.A.D.F. Property"). C.A.D.C. shall retain ownership of the balance of the Property remaining after conveyance of the C.A.D.F. Property (hereinafter referred to as the "C.A.D.C. Property").

5.3 Disbursement of I.D.A.G. Loan Proceeds.

The proceeds of the I.D.A.G. Loans shall be disbursed by the City at a single closing. The closing of the I.D.A.G. Loans shall be a so called "New York Style" closing with the delivery

of the lender's policies of title insurance and the recording and/or filing of the C.A.D.C./I.D.A.G. Loan Security Documents and the C.A.D.F./I.D.A.G. Loan Security Documents occurring on the closing date. The cost of said closing shall be borne by Developer.

5.4 C.A.D.C./I.D.A.G. Loan Note.

The C.A.D.C./I.D.A.G. Loan shall be evidenced by the C.A.D.C./I.D.A.G. Loan Note. The C.A.D.C./I.D.A.G. Loan Note shall be executed by C.A.D.C., and the Land Trustee, if any, delivered to the City, and shall be dated the date of closing. The amounts from time to time outstanding thereunder shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum for the first two years, four percent (4%) per annum for the second two years and five percent (5%) per annum thereafter until maturity computed on the basis of a year consisting of three hundred sixty-five (365) days and paid for actual days elapsed. The C.A.D.C./I.D.A.G. Loan Note shall mature on the earlier to occur of (i) the sale of eighty percent (80%) of the commercial and residential units constructed on the C.A.D.C. Property or (ii) seven years from the closing date of the C.A.D.C./I.D.A.G. Loan (the "C.A.D.C./I.D.A.G. Loan Maturity Date"). Interest only shall be payable monthly during the term of the C.A.D.C./I.D.A.G. Loan, with the entire balance of the principal and accrued interest payable on the C.A.D.C./I.D.A.G. Loan Maturity Date. The C.A.D.C./I.D.A.G. Loan Note may be prepaid, in whole or in part at any time without penalty. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal installment shall bear interest at the rate per annum equal to the rate of interest published or publicly announced from time to time by American National Bank and Trust Company of Chicago as its prime or equivalent rate of interest, with the rate charged to fluctuate concurrently with such prime rate, and such interest shall be due and payable upon demand.

5.5 C.A.D.C.'s Deliveries at C.A.D.C./I.D.A.G. Loan Closing.

As an express condition to the closing of the C.A.D.C./I.D.A.G. Loan, C.A.D.C. shall deliver the following to the City on the closing date:

(a) C.A.D.C./I.D.A.G. Loan Note, executed on behalf of C.A.D.C. and the Land Trustee, if any;

(b) Subordinate Mortgage encumbering the C.A.D.C. Property (other than the Phase 1 Property and the Leasehold), executed on behalf of the C.A.D.C. and the Land Trustee, if any;

(c) C.A.D.C.'s guaranty of performance of the Project, in form and substance reasonably acceptable to the City (the "Performance Guaranty");

(d) An A.L.T.A. fourth mortgage title insurance policy (Loan Policy - 1970) with comprehensive endorsement No. 1 (or equivalent), issued by Chicago Title Insurance Company in the aggregate principal amount of \$1,000,000, showing good and marketable fee simple title to the C.A.D.C. Property (other than the Leasehold) to be in C.A.D.C. and insuring the lien of the Subordinate Mortgage to be a valid and enforceable lien on the C.A.D.C. Property (other than the Phase 1 Property and the Leasehold) and the lien of the

assignment required by sub-paragraph (g) below to be a valid lien on the Leasehold, subject only to Permitted Encumbrances, and C.D. Float Loan Mortgage, the Letter of Credit Security Documents and the Phase 1 Construction Loan Mortgage, which policy shall cover the date of recording of the Subordinate Mortgage, shall be dated the closing date of the C.A.D.C./I.D.A.G. Loan and shall otherwise be in form and substance satisfactory to the City;

(e) A Subordinate Security Agreement executed on behalf of C.A.D.C. and Land Trustee, if any;

(f) A Subordinate Assignment of Rents and Leases executed on behalf of C.A.D.C. and the Land Trustee, if any;

(g) A subordinate collateral assignment of the beneficial interest in the Lessee Trust;

(h) A survey of the C.A.D.C. Property (exclusive of the Phase 1 Property) prepared and certified to the City and the Title Company by an Illinois registered land surveyor dated not more than ninety (90) days prior to the closing date of the C.A.D.C./I.D.A.G. Loan and showing (i) the perimeter boundaries of the C.A.D.C. Property (exclusive of the Phase 1 Property); (ii) the area of the C.A.D.C. Property (exclusive of the Phase 1 Property); and (iii) the location of all buildings and improvements thereon, parking areas, driveways, sidewalks, curbs, adjoining streets and their relation to such improvements, set-back lines, encroachments, rights-of-way, easements and showing the location of all abutting roadways, streets and alleys. The survey shall be prepared in compliance with the standards of the American Land Title Association and American Congress of Surveying and Mapping adopted in 1962 and shall contain the certificate of the surveyor to the City and the Title Company as to the accuracy of the survey and the legal description.

(i) The legal opinion of the C.A.D.C.'s legal counsel dated as of the closing date of the C.A.D.C./I.D.A.G. Loan, addressed to the City and to the effect that:

C.A.D.C. is an Illinois corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the C.A.D.C. Property and the Project;

(ii) This Agreement, the C.A.D.C./I.D.A.G. Loan Note and the C.A.D.C./I.D.A.G. Loan Security Documents, have duly executed and delivered by the appropriate representatives of C.A.D.C. and such execution and delivery has been duly authorized.

(iii) The execution and performance of this Agreement, the C.A.D.C./I.D.A.G. Loan Note and the C.A.D.C./I.D.A.G. Loan Security Documents will not violate to the best of such counsel's knowledge, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which C.A.D.C. is a party or by which it is bound;

(iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving C.A.D.C.

which would affect the C.A.D.C.'s ability to consummate the transactions contemplated by this Agreement;

- (v) This Agreement, the C.A.D.C./I.D.A.G. Loan Note and the C.A.D.C./I.D.A.G. Loan Security Documents constitute legal, valid and binding obligations of the C.A.D.C. enforceable in accordance with their respective terms;
- (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with C.A.D.C. entering into and performing its obligations under this Agreement, the C.A.D.C./I.D.A.G. Loan Note or the C.A.D.C./I.D.A.G. Loan Security Documents; and
- (vii) That the lease establishing the Leasehold is in full force and effect and there exists no default thereunder.

(j) Certification of C.A.D.C. that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which C.A.D.C. is a party or to which any property of C.A.D.C. is or may be subject, which, if determined adversely to C.A.D.C., would materially and adversely affect the ability of C.A.D.C. to complete the Project.

(k) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary. (The aforementioned documents are referred to herein collectively as the "C.A.D.C./I.D.A.G. Loan Security Documents").

5.6 "C.A.D.F./I.D.A.G. Loan Note.

The C.A.D.F./I.D.A.G. shall be evidenced by the C.A.D.F./I.D.A.G. Loan Note. The C.A.D.F./I.D.A.G. Loan Note shall be executed by C.A.D.F. and the Land Trustee, if any, delivered to the City and shall be dated the date of the closing of the C.A.D.F./I.D.A.G. Loan. The amounts from time to time outstanding thereunder shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum for the first two years, four percent (4%) per annum for the second two years, and five percent (5%) thereafter until maturity computed on the basis of a year consisting of three hundred sixty-five (365) days and paid for actual days elapsed. The C.A.D.F./I.D.A.G. Loan Note shall mature seven years from the closing date of the C.A.D.F./I.D.A.G. Loan (the "C.A.D.F./I.D.A.G. Loan Maturity Date"). Interest only shall be payable monthly during the term of the C.A.D.F./I.D.A.G. Loan, with the entire balance of the principal and accrued interest payable on the C.A.D.F./I.D.A.G. Loan Maturity Date. The C.A.D.F./I.D.A.G. Loan Note may be prepaid, in whole or in part, at any time without penalty. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal installment shall bear interest at the rate per annum equal to the rate of interest published or publicly announced from time to time by American National Bank and Trust Company of Chicago as its prime or equivalent rate of interest, with the rate charged to fluctuate concurrently with such prime rate, and such interest shall be due and payable upon demand.

5.7 C.A.D.F.'S Deliveries at C.A.D.F./I.D.A.G. Loan Closing.

As express conditions to the closing of the C.A.D.F./I.D.A.G. Loan, C.A.D.F. shall deliver the following to the City on the I.D.A.G. Loan Closing date:

(a) C.A.D.F./I.D.A.G. Loan Note, executed on behalf of C.A.D.F. and the Land Trustee, if any;

(b) Mortgage encumbering the C.A.D.F. Property, executed on behalf of C.A.D.F. and the Land Trustee, if any;

(c) An A.L.T.A. first mortgage title insurance policy (Loan Policy - 1970) with comprehensive endorsements no. 1 (or equivalent), issued by Chicago Title Insurance Company in the amount of \$1,000,000, showing good and marketable fee simple title to the C.A.D.F. Property to be in C.A.D.F. or the Land Trustee and insuring the lien of said Mortgage to be a valid and enforceable prior lien on the C.A.D.F. Property subject only to Permitted Encumbrances, which policy shall cover the date of recording of said Mortgage, shall be dated the closing date of the C.A.D.F./I.D.A.G. Loan and shall otherwise be in form and substance satisfactory to the City;

(d) A Security Agreement executed on behalf of C.A.D.F. and the Land Trustee, if any;

(e) An Assignment of Rents and Leases executed on behalf of C.A.D.F. and the Land Trustee, if any;

(f) A survey of the C.A.D.F. Property prepared and certified to the City and the Title Company by an Illinois registered land surveyor dated not more than ninety (90) days prior to the closing date of the C.A.D.F./I.D.A.G. Loan and showing (i) the perimeter boundaries of the C.A.D.F. Property; (ii) the area of the C.A.D.F. Property; and (iii) the location of all buildings and improvements thereon, parking areas, driveways, sidewalks, curbs, adjoining streets and their relation to such improvements, set-back lines, encroachments, rights of way, easements and showing the location of all abutting roadways, streets and alleys. The survey shall be prepared in compliance with the standards of the American Land Title Association and American Congress of Surveying and Mapping adopted in 1962 and shall contain the certificate of the surveyor to the City and Title Company as to the accuracy of the survey and the legal description.

(g) The legal opinion of C.A.D.F.'s legal counsel dated as of the closing date of the C.A.D.F./I.D.A.G. Loan addressed to the City and to the effect that:

- (i) C.A.D.F. is an Illinois not for profit corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the C.A.D.F. Property and the C.A.D.F. Project;
- (ii) This Agreement, the C.A.D.F./I.D.A.G. Loan Note and the C.A.D.F./I.D.A.G. Loan Security Documents, have been duly executed and delivered by the appropriate representatives of C.A.D.F. and such execution and delivery has been duly authorized;

- (iii) The execution and performance of this Agreement, the C.A.D.F./I.D.A.G. Loan Note and the C.A.D.F./I.D.A.G. Loan Security Documents will not violate to the best of such counsel's knowledge, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which C.A.D.F. is a party or by which it is bound;
- (iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving C.A.D.F. ability to consummate the transactions contemplated by the Agreement;
- (v) This Agreement, the C.A.D.F./I.D.A.G. Loan Note and the C.A.D.F./I.D.A.G. Loan Security Documents constitute legal, valid and binding obligations of C.A.D.F. enforceable in accordance with their respective terms; and
- (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with C.A.D.F. entering into and performing its obligations under this Agreement, the C.A.D.F./I.D.A.G. Loan Note or the C.A.D.F./I.D.A.G. Loan Security Documents;

(h) Certification of C.A.D.F. that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which C.A.D.F. is a party or to which any property of C.A.D.F. is or may be subject, which, if determined adversely to C.A.D.F. would materially and adversely affect the ability of C.A.D.F. to complete the Project.

(i) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary. (The aforementioned documents are referred to herein collectively as the "C.A.D.F./I.D.A.G. Loan Security Documents".)

6. Construction of Project.

6.1 Project Budget and Balancing.

Prior to the C.D. Float Loan Closing Date, the Developer shall deliver to the City a detailed analysis ("Project Budget"), in form and content satisfactory to the City, setting forth (i) all estimated Development Costs of the total Project and each Phase thereof and (ii) all construction and non-construction Development Costs to be incurred, and (iii) disclosing that the Phase 1 Construction Loan and Developer's Equity will be sufficient to pay all Development Costs incurred or to be incurred to Complete Phase 1 of the Project. The Developer shall promptly deliver to the City any and all revisions of the Project Budget and promptly deliver to the City any subsequent cost analysis pertaining to the Project.

6.2 Construction Contract.

(a) Developer shall enter into a Construction Contract with the General Contractor that quotes a fixed price for construction of Phase 1 of the Project. A copy of the Construction Contract shall be delivered to the City together with any modifications, amendments or supplements thereto.

(b) Developer shall not authorize or permit the performance of any Work pursuant to any Change Order without giving five (5) days prior notice to the City and, except for Change Orders whose cost is fifty thousand dollars (\$50,000) or less, to an aggregate amount of four hundred thousand dollars (\$400,000), without obtaining the prior written approval of the City in each and every instance, which shall be given or denied within five (5) business days after receipt by the City of the request for the Change Order and documentation substantiating the need therefor. The Developer shall require a covenant from the General Contractor to this effect. "Change Order" shall mean any amendment or modification to the approved plans and specifications for Phase 1 of the Project or the Construction Contract or any subsequent Phases of the Project or subsequent construction contracts relating to such subsequent Phases.

6.3 Progress Reports.

Each Developer shall provide the City with quarterly progress reports commencing on January 1, 1987 detailing the status of construction of the Project.

7. *Project Development.*

7.1 Development Standards.

Developer shall develop the Project in accordance with the requirements of this Agreement and in conformity with all applicable federal, state and local laws, ordinances, rules and regulations.

7.2 Schedule of Construction.

Developer covenants and agrees, subject to Permitted Delays, that it shall promptly begin and diligently complete the construction of Phase 1 of the Project within the periods specified below in this Section 7.2:

Commencement of Construction - _____

Completion of Construction - _____

7.3 Payment and Performance Bonds.

The Developer shall require in the construction contract for any Phase of the Project that the general contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architects forms (No. A311) or their equivalent, with the City being shown as an additional obligee. The general contractor may, at its election, require bonds from subcontractors.

7.4 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by the City's applicable ordinances, and, until the barricades erected pursuant to this Section 7.4 are removed, the Commissioner shall retain the right to approve: (i) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

7.5 Covenants for the Property.

Within _____ (_____) days after the date of this Agreement, all parties having an interest in the Property shall execute and deliver to the City a written Covenant in form and content specified by the Commissioner not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project or any part thereof for a period of forty (40) years.

8. Developer Representations and Warranties.

The Developer represents and warrants to the City as follows:

8.1 Organization and Authority.

C.A.D.F. is a not for profit corporation duly organized and validly existing under the laws of the State of Illinois, and C.A.D.C. is a corporation duly organized and validly existing under the laws of the State of Illinois, and each such corporation has full power and authority to acquire, own, develop and operate the Property and the Project and perform its obligations hereunder.

8.2 Litigation.

There are no proceedings pending or, to the knowledge of either Developer, threatened against or affecting either Developer in any court or before any governmental authority which involves the possibility of materially and adversely affecting the business or condition (financial or otherwise) of either Developer or the ability of either Developer to perform its obligations under this Agreement, the C.D. Float Loan Note, the I.D.A.G. Loan Notes, the C.D. Float Loan Security Documents or the I.D.A.G. Loan Security Documents.

8.3 Flood Plain.

The Property is not located in a flood plain, but lies within zone "C", an area of minimal flooding as delineated on the National Flood Insurance Program's Flood Insurance Rate Map, Community-Panel No. 170074-0075-B, effective June 1, 1981.

8.4 Authorization.

The consummation by the Developer of the transactions provided for in this Agreement and the compliance with the provisions of this Agreement, the C.D. Float Loan Note, the

I.D.A.G. Loan Notes, the C.D. Float Loan Security Documents and the I.D.A.G. Loan Security Documents:

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

8.5 Use of Proceeds.

The Developer will use the proceeds of the C.D. Float Loan and the I.D.A.G. Loans solely for the purposes of purchasing the Property and paying redevelopment costs.

8.6 Governmental Approvals.

The Developer has obtained, or has reasonable assurance that it will obtain, all federal, state and local governmental approvals and reviews required by law to be obtained for the construction and operation of the Project.

9. Developer Covenants.

The Developer Covenants and agrees with the City as follows:

9.1 Insurance.

Throughout the term of the C.D. Float Loan, and the I.D.A.G. Loans, Developer shall keep the Property continuously insured in such amounts and against such risks and hazards as the City may from time to time reasonably require, paying as the same become due all premiums in respect thereto.

Copies or certificates of the insurance policies required by this Section 9.1 shall be delivered to the City, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date.

Policies of insurance provided for in this Section 9.1 shall be maintained in companies reasonably satisfactory to the City and licensed to do business in the State of Illinois and shall name the City as an additional party insured and all proceeds thereunder in the case of loss or damage shall, subject to the rights of the Issuer or the Phase I Construction Lender, be payable to the City pursuant to a standard noncontributory mortgagee loss payable clause. All policies of insurance required hereunder shall provide that the same may not be cancelled, except upon thirty (30) days' prior written notice to the City.

9.2 Damage and Destruction.

If, prior to the payment in full of the C.D. Float Loan Note and the I.D.A.G. Loan Notes, the Project is destroyed (in whole or in part) or is damaged by fire or other casualty, the

Developer shall give written notice of any such damage or destruction to the City. The City, subject to the rights of the Issuer or the Phase 1 Construction Lender, shall, at its option, and is hereby authorized to, adjust and collect any insurance proceeds and (a) apply such proceeds against (i) the expense incurred in adjusting and collecting such insurance proceeds and (ii) the indebtedness secured by the C.D. Float Loan Security Documents and the I.D.A.G. Loan Security Documents in such priority as the City may elect; or (b) apply the insurance proceeds to reimburse the Developer for the cost of restoring, repairing, replacing or rebuilding the Project. Notwithstanding the foregoing, if the Phase 1 Construction Lender elects to allow Developer to utilize the insurance proceeds for reconstruction of Phase 1 and such insurance proceeds, together with Developer's contributions, are sufficient to complete such reconstruction, the City will permit the use of the insurance proceeds for reconstruction.

9.3 Condemnation and Eminent Domain.

Subject to the rights of the Issuer and the Phase 1 Construction Lender, and except for condemnation by the City of easements or other interests in the Property for the extension of the Southwest Transit Line, any and all awards made by any governmental or lawful authority for the taking, through the exercise of condemnation or eminent domain, of all or any part of the Property or the Project, whether temporarily or permanently, are hereby assigned by the Developer to the City and the City is hereby authorized to give appropriate receipts and acquittances therefor. After deducting from such award for such taking all of its expenses incurred in the collection and administration of the award, including attorney's fees, the City shall be entitled to apply the net proceeds toward repayment of such portion of the indebtedness secured by the C.D. Float Loan Note and the I.D.A.G. Loan Notes (if then in effect) as it deems appropriate.

9.4 Financial Reports.

Until maturity of the I.D.A.G. Loan Notes, each Developer shall deliver to the City, within one hundred twenty (120) days after the end of each fiscal year of such Developer, a balance sheet certified by the Developer as to accuracy, and a statement of an independent certified public accountant certifying: operating income and receipts; operating expenses; and net annual cash flow resulting from the operation of the Project.

9.5 Survival of Covenants.

Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the loan closings or earlier termination of this Agreement, shall survive such closing or termination.

9.6 No Third Party Beneficiaries.

This Agreement shall be only for the benefit of the Developer and no other person or party may claim any benefit of the provisions hereof.

9.7 No Waiver by Delay.

Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

9.8 Time is of Essence.

Time is of the essence of this Agreement.

9.9 Liens.

The Property and the Project (including, without limitation, all furniture, fixtures and equipment) shall be and remain free and clear of all liens and encumbrances of every nature and description, except for the Letter of Credit Security Documents, Phase 1 Construction Loan Documents, the C.D. Float Loan Security Documents, the I.D.A.G. Loan Security Documents and the Permitted Encumbrances. Notwithstanding the foregoing, Developer may contest in good faith the validity of any mechanic's or materialman's lien, provided Developer shall first post a bond in an amount not less than one hundred fifty percent (150%) of the amount of the claim and provided further that Developer diligently prosecutes the claim and causes the removal of such lien.

9.10 Payment of Taxes and Assessments.

Developer shall pay all taxes, assessments, water charges, sewer charges and the like when due and before any penalty attaches and provide the City with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, Developer may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

9.11 Books and Records.

Developer shall keep and maintain separate, complete, accurate and detailed books and records relating to the C.D. Float Loan and the I.D.A.G. Loans and the development and operation of the Project. Developer will allow the City or its authorized representative access at any time during normal business hours to the books and records kept by or on behalf of Developer in connection with C.D. Float Loan or the I.D.A.G. Loans or the construction and operation of the Project and to make copies of any documents or instruments relating to the Project.

9.12 Indemnification.

Developer shall indemnify and hold harmless the City from any loss, cost, expense or liability arising due to any claim or cause of action for injury or damage to persons or property brought by third parties arising out of the construction or operation of the Project by Developer, except for City's negligence.

9.13 Assignability and Transfer.

Neither Developer nor any of its members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its interest in Developer which transfer or assignment results in a change of control over Developer or creates any conflict of interest under or otherwise violates any state, federal or local law, ordinance, regulation or ruling, (nor cause or permit the Land Trustee to) assign, lease (for a period in excess of one year), transfer or convey any right, title or interest in the Land Trust or in the Property without the prior written consent of the City being first obtained. Prohibited transfers shall include, but are not limited to, permitting shares of stock to be issued to additional shareholders, creating new beneficiaries or permitting other persons to obtain an interest in either Developer. Unless otherwise agreed to in writing, no assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Developer of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Property, the Developer, or this Agreement, whether or not consented to by the City, shall hold such interest subject to and be obligated in accordance with the terms and provisions of this Agreement. Transfers by reason of death, incompetency, bankruptcy or operation of law shall not be deemed to violate the provisions of this Section, unless such a transfer would violate any state, federal or local law, ordinance, regulation or ruling.

9.14 Completion of Project.

The Developer shall Complete the Project in a timely manner, recognizing that I.D.F.A., in selecting the City for the award of the I.D.A.G.s, relied in material part upon the assured Completion of the Project.

9.15 Projected Jobs.

C.A.D.C. shall use its best efforts to create or cause to be created by _____, 19____ 1,250 new, permanent jobs and by _____, 19____ 574 temporary, construction jobs relative to the C.A.D.C. Project, of which seventy percent (70%) shall be for "low and moderate income" persons (as defined in the I.D.A.G. Regulations) and seventy percent (70%) shall be for Minorities. C.A.D.F. shall use its best efforts to create or cause to be created by _____, 19____ 25 new, permanent jobs and by _____, 19____ 85 temporary, construction jobs relative to the C.A.D.F. Project, of which seventy percent (70%) shall be for "low and moderate income" persons (as defined in the I.D.A.G. Regulations) and seventy percent (70%) shall be for Minorities. Each Developer shall provide the City with quarterly reports commencing on January 1, 1987 regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by Minorities and low and moderate income persons.

9.16 Access to Property.

The City and I.D.F.A. and their authorized agents or representatives shall, at all reasonable times, have access to the Property and the Project for the purpose of inspecting same.

9.17 No Rights of Developer Under I.D.A.G. Agreements.

Developer acknowledges that the making of the I.D.A.G. Loans by the City pursuant to this Agreement and the transfer of I.D.A.G. funds to the Developer shall not be deemed an assignment of the I.D.A.G. Agreements or such I.D.A.G. funds to Developer and Developer shall neither succeed to any rights, benefits or advantages of the City under the I.D.A.G. Agreements, nor attain any rights, privileges, authorities or interests thereunder.

9.18 Conflict of Interest.

No person holding any office of the City, either by election or appointment under the laws or constitution of the State of Illinois, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any Work relating to the Project in the making or letting of which such officer has been called upon to act or vote. No such officer represents, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or Work relating to the Project in regard to which such officer has been called upon to vote. Nor has any such officer taken or received, or offered to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

9.19 Equal Employment Opportunity.

Developer agrees that in connection with the construction and operation of the Project:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if Minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; and

(2) That, if it hires additional employees in order to perform Work at the Project, it will determine the availability (in accordance with the rules and regulations of the Illinois Human Rights Department) of Minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that Minorities and women are not underutilized; and

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of obligations required under the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights

Department. If any such labor organization or representative fails or refuses to cooperate in efforts to comply with the Illinois Human Rights Act and said rules and regulations, it will promptly so notify said Department and I.D.F.A. and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the rules and regulations of the Illinois Human Rights Department, furnish all relevant information as may from time to time be requested by said Department or by I.D.F.A., and in all respects comply with the Illinois Human Rights Act and said rules and regulations.

(6) That it will permit access to all relevant books, records, accounts and the Property by personnel of I.D.F.A. and the Illinois Human Rights Department for purposes of investigations to ascertain compliance with the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department.

(7) It will include verbatim or by reference the provisions of this Section 9.20 in every contract awarded in connection with the Project, so that such provisions will be binding upon such contractors.

(8) It will not utilize any contractors declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(9) It will use its best efforts to comply with the Affirmative Action Plan attached hereto as Exhibit J.

10. Conditions Precedent to Loan Closings.

The parties hereto acknowledge and agree that the obligations of the City to make the loans contemplated by this Agreement are expressly conditioned upon performance by the Developer of each of the following conditions:

10.1 Construction Loan Commitment.

Developer shall submit to the City a true and correct copy of its commitment from a lender with net assets of at least \$10 million to fund a construction loan of not less than \$8,560,000.00 for construction of Phase 1 of the Project, which commitment shall contain only such conditions as shall be approved by the City.

10.2 Developer's Equity.

Developer shall furnish the City with evidence satisfactory to the City that Developer has invested or will invest not less than \$3,100,000.00 of Developer's Equity. The Developer's Equity that has not yet been invested in the Project shall be in cash or in other commitments which are readily convertible to cash.

10.3 Deposits.

Developer will have delivered all of the Deposits required by this Agreement for the subject loan.

10.4 Compliance with Laws.

Developer shall have obtained and shall furnish to the City (a) certified copies of all permits, licenses and approvals, consents or authorizations (including, without limitation, building permits, environmental protection permits, water and storm sewer tie-in permits) necessary to commence construction of the Project and (b) evidence satisfactory to the City of the availability of all necessary utilities required for the Project.

10.5 Soil Tests.

Developer shall have furnished to the City, at Developer's expense, a report of soil tests of the Property.

10.6 Financial Statements.

Developer shall furnish to the City current financial statements of C.A.D.C. and C.A.D.F. satisfactory to the City.

10.7 No Material Change.

There shall have occurred no material change in the composition or financial condition of either Developer or in the commitment of the Phase 1 Construction Lender to fund the Phase 1 Construction Loan or, at the discretion of the City, in the feasibility of the Project.

10.8 Appraisal.

Developer shall have delivered to the City the appraisal of the Property performed by a M.A.I. appraiser satisfactory to the City showing the value of the Property to be not less than \$7.2 million.

10.9 Accuracy of Representations.

None of the representations and warranties of the developer made in this Agreement shall prove to be false or materially inaccurate or misleading.

10.10 Covenants.

Developer shall have performed each and every covenant and agreement required to be performed prior to the disbursement of the subject loan.

11. Events of Default and Remedies.

11.1 Events of Default.

The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Agreement:

(a) failure of the Developer to pay any installment of interest on or the principal of the C.D. Float Loan Note within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or

(b) failure of the Developer to pay any installment of interest on or the principal of the I.D.A.G. Loan Notes within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or

(c) failure of Developer to comply with or perform any of the covenants, conditions, or provisions of this Agreement, the C.D. Float Loan Security Documents, the I.D.A.G. Loan Security Documents, the Letter of Credit Security Documents or any documents evidencing or securing any construction loan for any Phase of the Project within the applicable cure period, if any; or

(d) failure to comply with the commencement and completion dates for the construction of Phase 1 of the Project set forth in Section 7.2, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the City; or

(e) failure to renew the Letter of Credit at least thirty (30) days prior to its expiration at any time during which the C.D. Float Loan Note is outstanding; or

(f) if any representation or warranty made by the Developer in this Agreement or any agreement or document contemplated herein or in any statement or certificate furnished to the City in connection with this Agreement proves to be untrue or inaccurate in any material respect as of the date of issuance or making thereof; or

(g) if default, not contested in good faith, shall occur by the Developer under any construction contract; or

(h) any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against Developer or against any of its property and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of sixty (60) days; or

(i) if Developer admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver; or

(j) if a trustee, custodian or receiver is appointed for Developer or for the major part of its property and is not discharged within seventy-five (75) days after such appointment; or

(k) if proceedings for dissolution or liquidation of the Developer are commenced and are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such commencement; or

(l) if, except as permitted by this Agreement, the Developer should or permit another to sell, refinance, exchange, transfer or otherwise dispose of the Property or any part thereof, or attempt to effect any of the foregoing; or

(m) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Developer, and if instituted are allowed or consented to or are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such institution.

11.2 Remedies Following Event of Default.

Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuance of any Event of Default, the City shall have the following rights and remedies in addition to any other remedies herein or by law provided:

(a) The City may by written notice to the Developer, declare the entire balance of the unpaid principal and interest under the C.D. Float Loan Note and the notes evidencing I.D.A.G. Loans to be due and payable immediately, and upon any such declaration, the principal and interest of the C.D. Float Loan Note and the notes evidencing I.D.A.G. Loans shall become and be immediately due and payable.

(b) The City, with or without entry onto the Property, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the C.D. Float Loan Note, the notes evidencing the I.D.A.G. Loans or in this Agreement or in aid of the execution of any power herein granted, or for any foreclosure or sale (including, without limitation, the rights and remedies of a secured party under the Illinois Uniform Commercial Code) for the enforcement of any other appropriate legal or equitable remedy, available under the C.D. Float Loan Security Documents and the I.D.A.G. Loan Security Documents.

11.3 Foreclosure and Sale of Property.

In the event of any sale made under or by virtue of judicial proceedings or decree of foreclosure and sale or as permitted by law, the whole of the Property subject to the lien of the C.D. Float Loan Security Documents and the I.D.A.G. Loan Security Documents may be sold at one or more sale or in one parcel or as an entirety, or in separate parcels or lots, as the City may determine.

11.4 Remedies Cumulative.

No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

11.5 Delay or Omission Not a Waiver.

No delay or omission of the City to exercise any right or power accruing upon any Event or Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

11.6 Waiver of Extension, Valuation, and Appraisement Laws.

To the extent permitted by law, the Developer agrees, during the continuance of any Event of Default hereunder, not to insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisement of the property subject to the lien of the C.D. Float Loan Security Documents or the I.D.A.G. Loan Security Documents, or any part thereof; nor after any judicial sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City.

11.7 Agreement Subject to Provisions of Law.

All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

12. Miscellaneous.

12.1 Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City:

Commissioner, Department of Planning
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602

With a copy to:

Corporation Counsel
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

If to the Developer:

Chinese American Development
Corporation
209 West 23rd Street
Chicago, Illinois 60616
Attention: Ping Tom or John Tan

With copies to:

Epton, Mullin and Druth, Ltd.
140 South Dearborn Street
Chicago, Illinois 60603
Attention: Steven N. Klein, Esq.

Link Programs, Inc.
205 West Wacker Drive
Suite 1800
Chicago, Illinois 60606
Attention: John Heimbaugh

In addition, during the term of the Phase 1 Construction Loan a copy of any Notice required hereunder shall be delivered to American National Bank and Trust Company of Chicago, 33 North LaSalle Street, Chicago, Illinois 60690, Attention: Commercial Loan Division. Any Notice shall be deemed delivered three (3) business days after the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the notice changing the address.

12.2 Waiver.

The waiver by any party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12.3 Captions.

The captions of the Articles and Sections of this Agreement are intended for convenience only and shall not be construed to define, limit or amplify the contents thereof.

12.4 Case.

Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

12.5 Governing Law.

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

12.6 Form of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content reasonably satisfactory to the City.

12.7 Further Assurances.

Developer agrees that at any time and from time to time, upon written request of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement or to enable the City to comply with the terms of the I.D.A.G. Agreements or the I.D.A.G. Regulations or any other federal or state law or regulation.

12.8 Entire Agreement; Amendments.

This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties hereto and it supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not modified or amended in any manner other than by supplemental written agreement executed by the parties.

12.9 Grant of Easements for Southwest Transit Line.

It is understood by and between the parties that during the term of this Agreement, the City may require easements on, under and over the Property for the construction, maintenance and operation of the proposed Southwest Rapid Transit Line, and elevated rapid transportation facility (the "Facility"). Developer covenants and agrees that if within two (2) years after the date of this Agreement, the City accepts a grant from the Urban Mass Transit Authority ("U.M.T.A.") for the construction of the Southwest Rapid Transit Line, Developer will, upon request made by the City, grant and convey unto the City permanent easements (the "Right of Way") over and under that portion of the Property approximately described in Exhibit K attached hereto and incorporated herein by reference (including, without limitation such surface and sub-surface rights as are necessary and sufficient for the foundation and support of the Facility). Developer shall, subject to regulation by the City as necessary to construct, maintain, protect and safely operate the Facility, have the right to use the surface area under and around the completed Facility within the Right of Way for pedestrian and vehicular ingress and egress, provided that such use shall not interfere with the construction, operation or maintenance of the Facility. Notwithstanding the foregoing, Developer will have no right to construct any improvements within the Right of Way, without the prior express written consent of the City.

At the time of the commencement of construction of the Facility, Developer will grant the City a two-year construction easement if necessary to facilitate the construction of the Facility within the Right of Way, provided that the City shall be responsible for the protection, removal, restoration, repair, adjustment or modification of any existing improvements within such construction easement.

As full compensation for the Right of Way and construction easement, City and Developer agree that City shall pay to Developer, subject to approval of U.M.P.T.A., _____ dollars (\$ _____) per square foot of Right of Way

conveyed. The right of City hereunder to acquire the Right of Way for the consideration herein stated shall terminate if the City does not accept the U.M.P.T.A. Grant within two years after the date hereof. Nothing herein contained shall be construed to limit the right of City to acquire the Right of Way or any further interest in the Property through the exercise of its power of eminent domain.

12.10 City's Warranty.

The City represents and warrants to Developer that the execution of this Agreement by the City is duly authorized, and that the Agreement is valid and binding on the City and is enforceable in accordance with its terms.

12.11 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

12.12 Term.

This Agreement shall be and remain in full force and effect until the full payment of the C.D. Float Loan and the I.D.A.G. Loans.

In Witness Whereof, the parties hereto have executed this Agreement on the date hereinabove first mentioned.

[Signature forms omitted for printing purposes.]

Affirmative Action Plan attached to Redevelopment Agreement reads as follows:

Policy Statement.

The City of Chicago is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remediate the adverse effects of historically exclusionary practices within the society, including the procurement of goods and services and the award of construction contracts for publicly-supported facilities. Reflecting these findings of past discrimination against minorities and women, and in recognition of this affirmative action policy, on December 9, 1983, the City Council of the City of Chicago adopted an Ordinance ("the Ordinance") requiring affirmative action to promote employment opportunities for minority and female workers and for residents of the City in Chicago projects. In addition, on April 3, 1985, the Mayor of the City of Chicago issued Executive Order 85-2 requiring greater utilization of minority and female-owned business entities in the City's contracting process.

The Chinese American Development Corporation, an Illinois corporation ("C.A.D.C.") and Chinese American Development Foundation, an Illinois not for profit corporation ("C.A.D.F.") recognize the importance of successful Affirmative Action Programs to the continued growth and vitality of the City of Chicago. C.A.D.C. and C.A.D.F. (hereinafter "Developer") will establish, implement and maintain a continuing Affirmative Action

Program designed to promote equal opportunity in every aspect of employment and procurement of goods and services. The program will include 1) a written affirmative action plan committing the Developer to provide maximum opportunity for minorities and females in its development project; 2) designation of adequate personnel to administer the program; 3) establishment of goals which are higher than the prevailing levels for minority and female employment during both the construction period and the operation of facilities; 4) formulation of achievable goals for utilization of women/minority business enterprises in the development; 5) creation of a program to provide, in cooperation with the City of Chicago, assistance and advice in the areas of leasing, planning and marketing programs in neighborhood-based projects; 6) implementation of procedures to assure achievement of program goals, including provision of objective standards to determine how goals are being met.

The purposes of this Affirmative Action Plan are to remedy such past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City of Chicago by assisting minority and women businesses to actively participate in the Project, and by providing employment opportunities to ensure equitable participation in the Project by minority persons, women and residents of the City of Chicago. In accordance with the guidelines and goals set forth below, the Developer shall implement a comprehensive strategy, encouraging and providing for the greatest practicable participation throughout the project by business enterprises owned by minorities and women, and by minority and women employees, which shall apply prospectively from the date of the Agreement. The City agrees to assist the Developer with the implementation of the Plan as provided herein.

The terms and provisions of this Plan are deemed to satisfy the Ordinance and Executive Order 85-2. Moreover, the requirements and provisions of this Plan do not establish legal or contractual rights for any person or organization other than the City and the Developer and their successors and assigns.

The City recognizes that it is Developer's intent to hire qualified, responsible bidders for the construction of the Improvements. The City agrees that it is not the purpose or intent of this Plan to impose upon Developer or its contractors the obligation or require Developer or its contractors to take actions which significantly affect the cost of the Improvements or any portion thereof (or the operation or management thereof) or result in a delay in completion of the Improvements, and it is further understood that Developer or its Contractor (consistent with the obligation to exercise good faith required by this Plan) shall be entitled to judge the qualifications of M.B.E./W.B.E contractors utilized for the completion of the Improvements or the operation or management thereof.

1. Definition.

Whenever the following words or terms are used in this Plan, unless otherwise defined, they shall have the meaning ascribed to them in this Section. Capitalized terms not defined herein shall have the meanings defined in the Agreement.

- 1.1 "Agreement" means the contract between the City of Chicago and the Developer dated as of _____, 1986, to which this Plan is appended.

- 1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanics, regardless of race; Asian-American and Pacific Islander; American Indian or Alaskan native.
- 1.3 "Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled by one or more minority persons.
- 1.4 "Women Business Enterprise" ("W.B.E.") means a business that is owned and controlled by one or more women.
- 1.5 "Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a joint venture in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women.
- 1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the possession and management of the Developer, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.
- 1.7 An "Eligible" M.B.E. or W.B.E. Firm includes any contractor providing services, products or materials in the Project, who has been certified by the Agency as provided in Section 3.5 below.
- 1.8 "Goals" means the targets established in this Agreement for M.B.E. and W.B.E. participation in the Project, or for minority and women employment in conjunction with the Project. Goals are not quotas, but instead provide a benchmark to measure the success of the affirmative action steps taken to assure the greatest practicable M.B.E. participation or minority and women employment. Failure to meet a goal will alert the Developer that further actions may be necessary, but shall not, by itself, establish that Developer has failed to use good faith efforts.
- 1.9 "City Residents" or "Residents" shall mean persons domiciled within the City of Chicago.
- 1.10 "Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.
- 1.11 "Local Business" means a business located within the corporate limits of the City of Chicago, and which has the majority of its regular, full time work force located within the City.

- 1.12 "Person" or "Persons" includes any natural person, corporation, Developer, unincorporated association, or joint venture.
- 1.13 "Agency" shall mean the City of Chicago by its designee, initially the Department of Planning, for all areas of administration of this Plan with the exception of certification procedures as provided in Section 3.5 hereto. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by this Plan.
- 1.14 "Contractor" means any person who has a contract with the Developer (in which the parties do not stand in the relationship of an employer and an employee), relating to the construction and operation of the Project. "Subcontractor" means any person who has such a contract with a contractor or with a subcontractor.
- 1.15 "Project" or "Development" means all design, construction and development of the Project described in the Agreement with the exception of the following areas of activity or cost:
- (1) Financing
 - (2) Legal Services
 - (3) Architecture
- 1.16 "Component" means one of the divisions of work described below whereby M.B.E. and W.B.E. participation goals and minority and women employment goals will be applied.
- 1.17 "Pre-Construction Component" means all architectural, structural engineering, mechanical and electrical engineering, and landscape architecture for the Project.
- 1.18 "Construction Component" means, but shall not be limited to, the performance during construction of:
- (1) Earth moving including shoring
 - (2) Demolition
 - (3) Concrete -- reinforced
 - a. Forms and fabrication
 - b. Reinforced steel
 - c. Placement of concrete
 - d. Finish concrete
 - (4) Masonry -- bricklayers, granite

- (5) Structural steel
- (6) Metal decking
- (7) Miscellaneous metals
- (8) Ornamental metals
- (9) Carpentry -- rough and finish
- (10) Moisture protection (roofing, etc.)
- (11) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
- (12) Finish trades (other than tenant improvements)
 - a. Floors
 - b. Walls
 - c. Ceilings
 - d. Lath and Plaster
 - e. Partitions
 - f. Tile work
 - g. Painting
 - h. Wall Coverings
 - i. Carpets
- (13) Vertical transportation
- (14) Mechanical trades
 - a. Electrical
 - b. Plumbing
 - c. Fire protection
 - d. H.V.A.C.
- (15) Trash hauling and cleanup

- (16) Field administration
- (17) Water service
- (18) Office supplies
- (19) Security
- (20) Janitorial
- (21) Progress photos
- (22) Printing
- (23) Maintenance and mechanics
- (24) Fencing/scaffolding
- (25) Final cleanup
- (26) Equipment rental

Excluded are: energy and utility costs; taxes; permits and fees; city services; traditionally reimbursable expenses; and tenant improvement.

- 1.19 "Post-Construction Component" means all of the activities and obligations of the Developer for the Project which apply for a period of 5 years subsequent to the completion of the final phase of the Development.

2. Administration and Monitoring.

- 2.1 Developer's obligation under this Plan is to make good faith efforts to comply with all provisions and meet all goals set forth herein. The Agency agrees to act reasonably and not arbitrarily in administering this Plan.
- 2.2 To facilitate and assure that good faith efforts are made, Developer will assign an Affirmative Action ("AA") Officer to assist with the monitoring and implementation of this Plan. Developer will provide adequate staff and support for its AA Officer to administer the Plan and to act as liaison with the Agency.
- 2.3 The Developer's AA Officer shall have responsibility for co-ordinating all of the affirmative action activities undertaken by the Developer on the Project. The AA Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the established goals, and the documentation and reporting of the efforts and results. The duties of the AA Officer shall include responsibility for the following:

(a) Ensuring that all aspects of the Plan are properly implemented; that all employment and procurement practices of the Developer are consistent with the Plan; and that all technical or procedural phases of compliance are met.

(b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.

(c) Compiling and submitting Affirmative Action Reports required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.

(d) Reviewing and monitoring Contractor Affirmative Action Reports, including, if necessary, making periodic on site inspections to insure reported numbers on minority and female participation and minority, women and Resident employees are reflected by actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals.

(e) Developing Affirmative Action program and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of Developer's Affirmative Action program and of its commitment to M.B.E. and W.B.E. participation and minority and women employment; and maintaining communications between the Developer and relevant organizations as necessary.

(f) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities.

(g) Counseling and assisting M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the Development, including with respect to: (1) submission of bids, (2) securing bonding and insurance, (3) formation of joint ventures with majority contractors, and (4) obtaining certification from the City of Chicago.

2.4 The Agency shall designate an Affirmative Action ("AA") Coordinator operating under the auspices of the Department of Planning. The AA Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving Developer communications and reports and transmitting Agency communications.

2.5 The Developer shall require its contractors and subcontractors to furnish to its AA Officer reports and information reasonably requested by the Agency to implement and monitor this Plan.

- 2.6 The AA Coordinator shall promptly review the Affirmative Action Reports submitted by the Developer on a monthly basis during construction and on a quarterly basis during post-construction. The AA Coordinator shall forward such reports to the Commissioner of the Department of Planning. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the reports, the AA Coordinator may request further information pertinent to evaluation of the Plan implementation. If the Agency has any substantial concerns about the adequacy of implementation of this Plan, the AA Coordinator shall provide notice to the AA Officer within 30 days after receipt of the AA Reports regarding the results of the review and, if necessary, shall contact the AA Officer to promptly meet, and discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussion and negotiations, within 30 days the AA Coordinator through the Commissioner of the Department of Planning shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City of Chicago. Failure of the AA Coordinator to provide such notice shall be deemed approval of the Affirmative Action Reports.
- 2.7 The Developer, through the AA Officer, in cooperation with the Agency, will develop two different reports: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E. and W.B.E. firms, identity of participating M.B.E. and W.B.E. firms and actual numbers and percentages of minority and women employment in the Project; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken, further analysis of results and problems, if any, and suggested further steps if required. The short form Report will be submitted to the Agency's AA Coordinator on a monthly basis, and the Comprehensive Report on a quarterly basis, throughout the pre-construction and construction components. Throughout the post construction period Developer shall provide comprehensive reports on a quarterly basis for a period of 5 years subsequent to completion of the final phase of the Development.

3. MINORITY AND WOMEN BUSINESS ENTERPRISES PARTICIPATION PLAN.

3.1 Introduction.

The following plan and goals are adopted by the Developer for participation by minority and women business enterprises in the Development. The Developer shall make good faith efforts to meet the minority and women business enterprise goals established hereunder.

3.2 Methods to Ensure M.B.E. and W.B.E. Participation.

- 3.2.1 In making reasonable good faith efforts to meet the goals for M.B.E. and W.B.E. participation, the Developer will request the assistance of the Agency's AA Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases. The Developer will make the M.B.E. and W.B.E. provisions and goals set forth in Sections 3.2 and 3.3 of this Plan

applicable as appropriate to all contractors and subcontractors in pre-construction and construction components of the Project; including appropriate provisions and goals for M.B.E. and W.B.E. participation in construction contracts let by Developer, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and providing that all subcontractors must report to contractors, and all contractors must report to Developer on a monthly basis, information necessary for monitoring implementation of the Plan and reporting to the Agency concerning M.B.E. and W.B.E. participation.

3.2.2 The methods and procedures to achieve the goals set forth herein, and use of which may be evaluated to determine whether the Developer has made all good faith efforts, shall include the following:

- (a) Encouragement of joint ventures between majority and M.B.E. and W.B.E. contractors as a bid package.
- (b) Breaking out contracts into smaller packages to allow for bidding by smaller M.B.E. and W.B.E.s.
- (c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Developer's intent to encourage M.B.E. and W.B.E. participation in the project.
- (d) Assisting, other than financially, M.B.E.s and W.B.E.'s in obtaining bonding and insurance.
- (e) Assisting, other than financially, M.B.E. and W.B.E.'s in submitting bids by offering Developer's consultation.
- (f) Assisting, other than financially, M.B.E.'s and W.B.E.'s in obtaining certification.
- (g) Requesting the assistance of the Agency's AA Coordinator in identifying certified, pending and certifiable minority and women businesses for contracts, subcontracts and other purchases.
- (h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation.
 - (a) Chicago Urban League
 - (b) Chicago Economic Development Corporation
 - (c) Chicago United
 - (d) Illinois Department of Commerce and Community Affairs Small Business Office
 - (e) Minority Economic Resource Corporation

- (f) National Association of Women Business Owners
- (g) Alexander Grant and Company, Minority Business Development Center
- (h) Association of Asian Construction Enterprises
- (i) Black Contractors United
- (j) Hispanic-American Construction Industry Association (H.A.C.I.A.)
- (k) City of Chicago, Department of Purchases, Office of Contract Monitoring and Supplies
- (l) National Minority Suppliers Development Council, Inc.
- (m) Chicago Regional Purchasing Council

- 3.2.2 If the Commissioner of the Department of Planning, in consultation with the Purchasing Agent and Contract Compliance Officer, determines that it is impossible or economically unreasonable to obtain M.B.E.'s or W.B.E.'s to perform sufficient work to fulfill the commitment stated in 3.3.2 hereof, a waiver of all or a portion of the goals may be granted.
- 3.3 M.B.E. and W.B.E. Participation Components and Goals.
- 3.3.1 The M.B.E. and W.B.E. participation components shall be: (1) Pre- construction; (2) construction; and (3) post-construction.
- 3.3.2 The dollar goals for participation by eligible M.B.E.'s and W.B.E.'s in the Pre-construction and Construction Components shall be 25% for M.B.E. and 50% for W.B.E. firms of the aggregate costs for such components. The dollar goals for the participation of Local Businesses in the Pre- Construction and Construction components is 50% of the aggregate costs for such components.
- 3.3.3 To the extent practicable, the Developer shall identify contracts requiring the expenditure of funds not exceeding \$10,000 for bids to be submitted solely by M.B.E., W.B.E.'s, Small Businesses and Local Business Firms.
- 3.4 Additional Provisions Concerning Calculating M.B.E. and W.B.E. Participation.
- 3.4.1 In the event that less than 51% of a Joint Venture is owned by non- M.B.E. partners or owners, the Developer shall receive proportionate credit towards meeting the M.B.E. and W.B.E. goals. For example, a 25% minority owned joint venture that receives a \$100,000 contract would entitle the Developer to a \$25,000 credit.

- 3.4.2 Where an eligible M.B.E. and W.B.E. firm or Local Business is awarded a contract, and said firm subcontracts the performance of a portion of that contract, the Developer shall receive credit only for that portion of the contract actually performed by the eligible M.B.E. or W.B.E. firm or Local Business and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm or Local Business. Developer shall receive credit for, and there shall not be excluded, dollars spent by an eligible M.B.E. or W.B.E. firm to purchase materials and supplies specific to this Project from non-M.B.E. or W.B.E. firms.
- 3.4.3 Where a firm which is not an M.B.E. and W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E. or W.B.E. firm or Local Business, the Developer shall receive credit for the portion of the contract subcontracted to the M.B.E. or W.B.E. firm or Local Business. Developer shall receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E. firm or Local Business to purchase materials and supplies specific to this project from an M.B.E. or W.B.E. firm or Local Business. information required, if any, should be submitted to The Director of the Office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's AA Coordinator.
- 3.5.3 If at any time it is determined that any M.B.E. or W.B.E. certification has been falsely obtained, the Developer may seek to cure or correct the defect by whatever remedy is necessary. The Developer's M.B.E. and W.B.E. contracts shall provide that all such contracts and subcontracts may be terminated if (a) the contractor's status as M.B.E. or W.B.E. was a factor in the award of such contract or subcontract and (b) the status of the contractor or sub-contractor was misrepresented. In such event, the Developer shall discharge the disqualified M.B.E. or W.B.E. and, if possible, identify a qualified M.B.E. or W.B.E. as its replacement.
- 3.5.4 The Developer's minority and women business enterprise contracts shall require that all M.B.E.s and W.B.E.s report within 14 days to the Developer's AA Officer, and justify, any changes in the ownership and control of the firm that occur during the duration of that contract. The Developer shall promptly notify the Purchasing Agent and the AA Coordinator of any and all changes in the ownership and control of an M.B.E. and W.B.E. firm.
- 3.5.5 The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

Minority and Women Employment Plan.

- 4.1 The following plan and goals are adopted by the Developer for employment of minority and women workers in the Construction Component of the Development. During the construction of the Project described in the Agreement, Developer shall make good faith efforts to achieve the minority and women employment goals set forth hereunder.

- 4.2 The goals for minority and women employment during the Construction Component shall be 70% percent in the aggregate for minority and women employees.
- 4.3 The Developer may submit a written request for a waiver of all or a portion of such goals to the Commissioner of the Department of Planning who may, for good cause shown and following consultation with the Contract Compliance Officer of the City, approve such request for modification or reduction of employment goals as specified herein.
- 4.4 The Developer shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4.5 The Developer will post in conspicuous places notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.
- 4.6 All solicitations of advertisements for employees placed by or on behalf of the Developer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Developer will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed in this Development so that such provisions will be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 4.7 The Developer will notify recruitment sources, and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Developer will contact, or will require contractors to contact, the organizations listed below and similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organization's responses:
- (a) Department of Planning
 - (b) Mayor's office of Employment and Training
 - (c) Chicago Urban League
 - (d) Chicago Economic Development Corporation
- 4.8 The Developer will ensure and maintain a working environment free of harassment, intimidation, and coercion at the Development, and in all facilities at which employees are assigned to work, and will specifically ensure that all

foremen, superintendents, and other on-site supervisory personnel are aware of affirmative action policy. The Developer will use its best efforts to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities to ensure that a policy of equal employment opportunity is being implemented.

- 4.9 The Developer will notify all contractors and use its best efforts to require its contractors to notify all subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts.

In particular, Developer will require substantially the following provisions in all construction contracts and subcontracts:

- (a) The Contractor will take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to identify and use minority men and women subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the contractor shall have a goal of subcontracting twenty-five percent(25%) of the work to M.B.E. enterprises and an additional five percent (5%) to W.B.E. enterprises. The Contractor further agrees that, upon the Developer's request, it shall prepare in written form and send to the Developer, a minority and women employee head count for its total work and a list of M.B.E and W.B.E. subcontractors employed.
- (c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.
- (d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry.
- (e) The Contractor agrees to use its best efforts to insure that all of the work is performed by work forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing to the Developer as often as may be required by the Developer its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.

- (f) The Contractor agrees that, in the execution of its work, it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Developer as often as may be required by the Developer. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.
- (g) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to the Developer as often as may be required by Developer.
- (h) The Contractor agrees to make and submit to the Developer manpower utilization reports including the hours worked on the Project by minority and women employees and by City residents as often as may be required by Developer.
- (i) Meetings of Developer's and Contractor's supervisory and personnel office employees will be conducted as required by Developer, at which time affirmative action policy and its implementation will be reviewed and explained.
- (j) The Contractor agrees to comply with all applicable federal, state, and local requirements governing minority and women business enterprise utilization and minority and women employment.
- (k) During the contract period, the Contractor will maintain and make available to the Developer documentation regarding minority and women business enterprise utilization and employment affirmative action. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, extent of minority or women ownership, and actual dollar amount of contract award.
- (l) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to the Developer as often as may be required by the Developer.
- (m) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.
- (n) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work.

- (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this Plan and shall deliver copies of such notices of Developer.
- (2) Prior to the beginning of the work, the Contractor will notify all trade unions of its desire to receive referral of qualified minority and women individuals.

5. Dispute Resolution.

- 5.1 If at any time during the existence of this Plan the Agency believes that the Developer is substantially failing to comply with the terms of this Plan, the Agency's AA Coordinator shall provide a written report to the Developer's AA Officer explicitly invoking this Section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing further implementation steps that the Agency believes should be taken.
- 5.2 If the Developer disagrees with the Agency's evaluation, the AA Coordinator and the AA Officer shall meet within fifteen (15) days and make every good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department of Planning and the Developer shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 5.3 If the Agency and the Developer have consulted pursuant to Section 5.2 but been unable to resolve their differences within forty-five (45) days following the written report described in Section 5.1, the matter shall be submitted to binding arbitration in accordance with this Article 5. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the Project is required by the Plan. The sole issue which may be presented and decided in arbitration is whether the steps proposed by the Agency's AA Coordinator are required to comply with the Plan. The Arbitrators shall have the authority to direct the Purchasers to undertake specific actions in order to demonstrate good faith efforts as required by this Plan. Such arbitration shall be the sole method of final dispute resolution concerning the implementation of this Plan, in lieu of any other remedies.
- 5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Developer, one by the Agency and the third selected by agreement of the first two arbitrators. The Developer and the Agency shall designate their respective arbitrators within thirty (30) days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within thirty (30) days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable. Notwithstanding any other provision contained herein, it is understood that the arbitrators shall have no authority to award damages.

6. Resident Employment and Post-Construction Provision.

6.1 General Provision.

6.1.1 For the first five years following completion of the final phase of the Project, the Developer shall make good faith efforts, in accordance with the provisions of this Article 6, to achieve certain affirmative action goals in the following areas:

- (a) With regard to the direct employees of the Developer, the employment of City Resident workers in the post-construction component of the Project; and
- (b) Participation of M.B.E.s and W.B.E.s and of minority and women employees in the post-construction operations of the Developer with respect to the Project.

6.1.2 The Developer's obligations in these areas are to make good faith efforts and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Articles 2-4 hereof, as relevant to the respective M./W.B.E. or employment activities described in this Article 6.

6.2 Employment of City Residents and low and moderate income persons in the Post-Construction Component.

6.2.1 With regard to direct employees of the Developer, the Developer will make good faith efforts, consistent with those described in Article 4, to achieve an employment goal of 50% for City Resident workers and 70% low and moderate income persons (as defined in I.D.A.G. regulations) in the post-construction component of the Project.

6.2.2 The Developer will incorporate into the reports described in Section 2.7 information on its efforts and results with respect to resident employment and employment of low and moderate income persons.

6.3 M.B.E. and W.B.E. Participation and Minority and Female Employment During Post-Construction Operations.

6.3.1 During post-construction operations, the Developer will make good faith efforts, consistent with those described in Articles 3 and 4, to achieve the levels of M.B.E. and W.B.E. participation and minority and women employment described below.

- 6.3.2 Employment goals will be applicable to direct employees (those employed full-time specifically for the operations of this development). The goals shall apply to such direct employees whether they are employed by the Developer, a property management firm affiliated with the Developer or a contractor.
- 6.3.3 The M.B.E. and W.B.E. goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of this development).
- 6.3.4 With respect to any overlap in the activities identified in Sections 6.3.2 and 6.3.3, either employment or M.B.E./W.B.E. goals shall be applicable at the election of the Developer.
- 6.3.5 The employment goals for minority employees for these Post- Construction Component of the project shall be 70%. Each Developer shall provide the City with quarterly reports commencing on January 1, 1987 regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by minorities and low and moderate income persons.
- 6.3.6 The M.B.E./W.B.E. goals for the Post-Construction Component shall be 25% for M.B.E. firms, 5% for W.B.E. firms, and 50% for Local Businesses.
- 6.3.7 The Developer is responsible for collecting employment and M.B.E./W.B.E. utilization statistics. This data, and a narrative describing the good faith efforts by the responsible entities to achieve compliance with Section 6.3, will be submitted to the City on a quarterly basis, beginning with the construction completion date.
- 6.3.8 The Developer will include provisions in all relevant contracts specifying employment or M.B.E./W.B.E. obligations, as applicable, and encouraging contractors to make all good faith efforts to achieve those goals.

7. No Third Party Benefit.

- 7.1 This plan shall be construed as an agreement between the Developer and the City and no third-party shall be entitled to enforce any of the provisions hereof.
- 7.2 The Developer and the City of Chicago agree that actions for the enforcement of this Plan pursuant to Article 5 hereof may be brought only by the City and by no other party, whether or not the provisions hereof may be construed as benefiting any third party and no party shall be construed as or have the rights of a third-party beneficiary under this Plan.

AUTHORITY GRANTED FOR AMENDMENT TO GRANT APPLICATION
FOR STATE STREET SUBWAY RENOVATION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith, authorizing the application for continued funding in the amount of \$5,695.00 for the State Street Subway Renovation.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On July 9, 1985 (C.J.P. pages 18656-18658) the City Council authorized an amendment grant application between the City of Chicago and the Urban Mass Transportation Administration and between the City of Chicago and the Illinois Department of Transportation for the State Street Subway Renovation Program; and

WHEREAS, The July 9, 1985 ordinance provided in Section 1 that no local match was required; and

WHEREAS, A local match of up to \$7,000 will be required to complete the project; now, therefore,

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

SECTION 1. That the ordinance passed on July 9, 1985 (C.J.P. pages 18656- 18658) authorizing an amendment to grant application is hereby amended to read as follows:

WHEREAS, The U.S. Secretary of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, On October 2, 1979, the U.S. Secretary of Transportation approved a joint request of the Mayor and the Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

WHEREAS, Such approval authorized the Mayor to develop a program of highway and transit substitute projects which required the concurrence of the Metropolitan Planning Organization; and

WHEREAS, On February 21, 1980, the Metropolitan Planning Organization concurred in the Mayor's program, rendering each project, contained therein, eligible for Federal financial assistance; and

WHEREAS, The program includes the State Street Subway Renovation Program; and

WHEREAS, By ordinances passed March 31, 1981 (C.J. p. 5760) and September 15, 1982 (C.J. p. 12117), and August 10, 1983 (C.J. p. 1072) and May 30, 1984 (C.J. p. 6711) the City Council authorized the execution of grant contracts between the City of Chicago and the Urban Mass Transportation Administration (IL-23-9010) and between the City of Chicago and the Illinois Department of Transportation (CAP-81-171-IST, No. 751) for the State Street Subway Renovation Program totalling \$18,858,000, of which \$16,029,300 (85%) is the Federal share and \$2,828,700 (15%) is the State share; and

WHEREAS, It is necessary for the City to provide a local match of up to \$7,000 to renovate the State Street Subway; and

WHEREAS, This amendment in an amount up to \$5,695,000 of which up to \$4,834,800 is the Federal share, and up to \$853,200 is the State share and up to \$7,000 is the City share, will provide continued funding for the State Street Subway Renovation Program; and

WHEREAS, Under this amendment project costs will be increased as follows:

Original	Amendment Application	Amendment No. 1	Amendment No. 2
Federal Shares	\$2,252,500	\$2,096,950	\$6,035,000
State Shares	397,500	370,050	1,065,000
TOTALS	\$2,650,000	\$2,467,000	\$7,100,000
	Amendment No. 3	This Amendment	Total
Federal Shares	\$5,644,850	\$4,834,800	\$20,864,100
State Shares	996,150	853,200	3,681,900
City Share	-0-	7,000	7,000
TOTALS	\$6,641,000	\$5,695,000	\$24,553,000

; and

WHEREAS, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the

filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant gives an assurance that will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the Applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file an amendment grant application with the U.S. Department of Transportation, Urban Mass Transportation Administration and the Illinois Department of Transportation for funds in an amount up to \$5,695,000, of which up to \$4,834,800 will be provided by the Federal government and up to \$853,200 will be provided by the State of Illinois with a local match of up to \$7,000 by the City of Chicago for the State Street Subway Renovation Program.

SECTION 2. That the Mayor is authorized to execute an file with such application and assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, the Corporation Counsel to review as to form and legality contracts pertaining to the amendment grant application in an amount up to \$4,834,800 between the Urban Mass Transportation Administration and the City of Chicago, and in an amount to \$853,200 between the Illinois Department of Transportation and the City of Chicago.

SECTION 4. That the City Council hereby appropriates the amount of \$5,695,000 or such amount as may actually be received from the U.S. Department of Transportation, Urban Mass Transportation Administration and the Illinois Department of Transportation and an amount of up to \$7,000 of City funds for the State Street Subway Renovation Program.

SECTION 5. That the Mayor is authorized to set forth and execute affirmative minority business procurement needs.

SECTION 6. That the City Comptroller is directed to disburse the grant funds as required to carry out the State Street Subway Renovation Program.

SECTION 7. That the Commissioner of Public Works is authorized to furnish additional information, and execute and file assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with the application or agreements.

SECTION 8. That the Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago contracts/agreements and amendments thereto pertaining to the renovation of the State Street Subway, all in accordance with applicable City, State and Federal Statutes and Regulations.

SECTION 10. That this ordinance shall be in force and effect from and after its passage.

AUTHORITY GRANTED FOR AMENDMENT TO WATER
SUPPLY CONTRACT WITH VILLAGE
OF HARVEY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an amendment to the water supply contract between the City of Chicago and the City of Harvey.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, as first amendment to the Water Supply Contract between the City of Chicago and the City of Harvey to be substantially in form as follows:

This contract made and entered into this 10th day of February A.D. 1986, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, party of the first part, hereinafter called the "City", and the City of Harvey in Cook County, Illinois, located within the Metropolitan Sanitary District of Greater Chicago; party of the second part.

Witnesseth;

Whereas, said City of Chicago and the City of Harvey entered into a ten year contract on the 28th day of June A.D. 1982, for the furnishing from the City's water mains at the City limits, West 129th Street and South Halsted Street a supply of water for customers supplied by the City of Harvey water system not to exceed an annual average of 10,891,000 gallons per day in 1982 increasing to 16,691,000 gallons per day in 1991 with the maximum rate of flow from the City's mains not to exceed twice the annual daily withdrawal; and

Whereas, the City of Harvey wishes to obtain a quantity of water from the City of Chicago for resale to the Village of East Hazel Crest; and

Whereas, the City of Harvey has acquired from the Illinois Central Gulf Railroad the water meter vault and meter located at 136th Street and Indiana Avenue along with the supply line and pumping station located on the south bank of the Little Calumet River and east of the Illinois Central Gulf Railroad right-of-way in the City of Harvey; and

Whereas, the City of Harvey desires to obtain water from the City of Chicago through this acquired meter and supply line to reinforce its capability to supply water to surrounding villages; and

Whereas, the City of Chicago is willing to enter into a first amendment to the water supply contract with the City of Harvey and furnish an additional supply of water to the City of Harvey for resale to the Village of East Hazel Crest and to furnish water to the City of Harvey through the facility located at 136th Street and Indiana Avenue.

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

(1) The City agrees to furnish to the City of Harvey and the City agrees to purchase and take from the City under and in accordance with the terms hereof, an additional supply of water for resale to the Village of East Hazel Crest.

(2) The City agrees to furnish to the City of Harvey and the City of Harvey agrees to purchase and take from the City under and in accordance with the terms hereof, a portion of its water through the metered connection located at 136th Street and Indiana Avenue.

(3) For customers of the City of Harvey water system and to include additional amounts of water for resale to the Villages of Dixmoor, Phoenix, Posen, Hazel Crest, Riverdale, Homewood, Flossmoor and East Hazel Crest, the quantities of water for the years are as indicated:

<i>Year</i>	<i>Annual Average Daily Quantity in Gallons</i>
1986	15,942,000
1987	16,157,000

<i>Year</i>	<i>Annual Average Daily Quantity in Gallons</i>
1988	16,372,000
1989	16,588,000
1990	16,808,000
1991	16,933,900

these quantities of water are in accordance with the allocations made to the separate entities by Opinion and Order LMO 80-4 of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the City's Commissioner of Water if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation for any of the entities.

(4) The quantities of water to be furnished are to be supplied to the one (1) City and eight (8) Villages for the years as indicated:

<i>Year</i>	<i>Annual Average Daily Quantity in Gallons</i>			
	<i>City of</i>		<i>Villages of</i>	
	<i>Harvey</i>	<i>Dixmoor</i>	<i>Phoenix</i>	<i>Posen</i>
1986	5,760,000	340,000	225,000	492,000
1987	5,770,000	340,000	226,000	502,000
1988	5,780,000	341,000	227,000	513,000
1989	5,790,000	341,000	228,000	524,000
1990	5,800,000	342,000	229,000	535,000
1991	5,820,000	342,000	229,000	539,000

<i>Year</i>	<i>Annual Average Daily Quantity in Gallons</i>				
	<i>City of</i>		<i>Villages of</i>		
	<i>Hazel Crest</i>	<i>Riverdale</i>	<i>Homewood</i>	<i>Flossmoor</i>	<i>East Hazel Crest</i>
1986	1,488,000	3,062,000	3,251,000	1,188,000	136,000
1987	1,591,000	3,063,000	3,303,000	1,225,000	137,000

	<i>City of</i>		<i>Villages of</i>		
	<i>Hazel Crest</i>	<i>Riverdale</i>	<i>Homewood</i>	<i>Flossmoor</i>	<i>East Hazel Crest</i>
1988	1,693,000	3,062,000	3,355,000	1,262,000	139,000
1989	1,796,000	3,062,000	3,407,000	1,300,000	140,000
1990	1,899,000	3,063,000	3,460,000	1,338,000	142,000
1991	1,950,000	3,062,000	3,489,000	1,360,000	142,900

These quantities of water are in accordance with the allocations made to the separate entities by Opinion and Order LMO 80-4 of the State, of Illinois, Department of Transportation. These quantities of water may be adjusted by the City's Commissioner of Water if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation for any of the entities.

(5) The aforesaid water supply contract made by and between the City of Chicago and the City of Harvey on the 28th day of June A.D. 1982 shall remain in full force and effect except as amended by this amended contract.

In Witness Whereof, the City of Chicago has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by its Commissioner of Water, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: the City of Harvey has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by its Clerk and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

[Signature form omitted for printing purposes.]

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

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS AT SUNDRY LOCATIONS.

The Committee on Finance submitted four proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith, authorizing the installation of water mains at sundry locations.

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

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

Nays -- None.

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

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Edmunds Street between West Higgins Avenue and J. F. Kennedy Expressway; 860 feet of 12-inch ductile iron water mains, at the total estimated cost of \$113,548.27 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00278.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Roscoe Street between North Pioneer Avenue to North Pacific Avenue; 1,296 feet of 8-inch ductile iron water mains, at the total estimated cost of \$127,579.57 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00236.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Belmont Avenue from North Kostner to North Kildare Avenue; 493 feet of 12-inch ductile iron water mains, at the total estimated cost of \$66,534.00 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00316.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Wolcott Avenue from West Balmoral Avenue to 485 feet N.N.L. of West Balmoral Avenue; 511 feet of 8-inch ductile iron water mains, at the total estimated cost of \$54,492.97 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction.

The above work is to be done under Order No. A-00253.

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

The Committee on Finance to which has been referred (February 4, 1985, January 16, 30, February 4, March 12, 25, April 9 and 16, 1986) sundry proposed ordinances transmitted therewith to authorize the issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

FREE PERMITS.

Augustana Hospital and Health Care Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Augustana Hospital and Health Care Center, for remodeling the 3-East patient care unit, on the premises known as 2035 North Lincoln Avenue.

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

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

Belmont Community Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Belmont Community Hospital, 4058 West Melrose Street, for construction of a driveway from emergency entrance into a public way (alley) by Pepper Construction Company on the premises known as 4058 West Melrose Street.

Said building shall be used exclusively for medical and emergency 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.

The Chinese American Service League, Incorporated.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Chinese American Service League, Incorporated for rehabilitation of existing structure, construction of a driveway, installation of a gas burner in hot water heater, installation of a roof top furnace unit and installation of two gas burner furnaces on the premises known as 310 West 24th Place.

Said building shall be used exclusively for _____ and _____ 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.

Feurich Construction Company.

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 Feurich Construction Company (general contractors) 914 North Milwaukee Avenue, Wheeling, Illinois 60090, for renovating existing basement areas in the Kraft building to provide police lockers and sanitation facilities, on the premises known as 500 North Peshtigo Court.

Said building shall be used exclusively for City of Chicago agencies 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.

Harris Temple A. O. H. Church of God.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissionner 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 Harris Temple A.O.H. Church of God, 741 East Bowen Avenue for the construction of a new church on the premises known as 751 East Bowen Avenue.

Said building shall be used exclusively for religious services 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.

La Rabida Children's Hospital and Research Center.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to La Rabida Children's Hospital and Research Center, for

1. Repair Trap; install vacuum breaker for steamer, etc. per code;
2. Remodel existing space on 2nd floor for offices per approved plans;
3. Alter existing space in basement per approved plan;
4. Renovate existing space on 1st floor per approved plan,

on the premises known as 6501 South Promontory Drive.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to a 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.

Love and Faith M. B. 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 Love and Faith M. B. Church, 512 South Washtenaw Avenue, for renovating and remodeling of interior of church, on the premises known as 512 South Washtenaw Avenue.

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

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

Northwestern Memorial Hospital.

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 Northwestern Memorial Hospital, for remodeling work -- Radiology Department/Wesley Pavilion, on the premises known as 250 East Superior Street.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to a 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 Joseph Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Joseph Hospital, 2900 North Lake Shore Drive, for an addition and renovation to existing building by Divane Bros. Electric Co. - -2424 North 25th Avenue -- Franklin Park, Illinois, on the premises known as 2900 North Lake Shore Drive.

Said building shall be used exclusively for medical and related purposes and shall not be leased or otherwise used with a view to a 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.

Day Care Centers.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care centers, which are not operated for gain but where a charge is made for the care of children are hereby exempted from the payment of the license fee for the current license period which expires April 30, 1987:

Austin Y.M.C.A. of the Y.M.C.A. of Metropolitan Chicago (1986)
501 North Central Avenue

The Beverly Montessori School Day Care Center
9916 South Walden Parkway

Brey Temple Christian Methodist Episcopal Church of God
7300 South Greenwood Avenue

Casa Central Day Care Center
1401 North California Avenue

Child Development Center, Y.W.C.A. of Metropolitan
Chicago, c/o North Shore Baptist Church
5244 North Lakewood Avenue

Chesterfield Tom Thumb Day Care Center
9214 South Cottage Grove Avenue

Chinese American Service League, Incorporated
Day Care Center, 310 West 24th Place (1986)

Chinese American Service League, Incorporated Day
Care Center, 310 West 24th Place

Christopher House Day Care Center
2507 North Greenview Avenue

Christopher House Day Care Center
850 West Eastwood Avenue

Mary Crane Nursery/Day Care Center, Class I
2905 North Leavitt Street

Edison Park Lutheran Church Day Care Center
6626 North Oliphant Avenue

Erie Neighborhood House Day Care Center
1347 West Erie Street

Feinhandler Pre School
(Congregation Shaare Tikvah
5800 North Kimball Avenue

Fifth City Preschool
3411 West Fifth Avenue

Fourth Presbyterian Church Day Care Center
126 East Chestnut Street

Golden Gate Child Care Centers, Incorporated
432 East 134th Street

Greater Institutional A.M.E. Headstart School
7800 South Indiana Avenue

Greater Institutional A.M.E. Day Care Center
7800 South Indiana Avenue

Florence G. Heller Jewish Community Day Care Center
524 West Melrose Street

Howard Area Community Day Care Center
7648 North Paulina Street

Hyde Park Union Church Nursery School
5600 South Woodlawn Avenue

Hyde Park Neighborhood Club Pre School Program
5480 South Kenwood Avenue

Infant Welfare Society
1931 North Halsted Street

Ingleside Headstart and School Age
939 East 72nd Street

Kids Day Out Day Care Center
Y.W.C.A. of Metropolitan Chicago
c/o North Shore Baptist Church
5244 North Lakewood Avenue

Kindergarten After School
Y.M.C.A. of Metropolitan Chicago
c/o North Shore Baptist Church
5244 North Lakewood Avenue

Korean American Services Day Care
Center, 4300 North California Avenue

Little People's Institute
117 East 87th Street

The Lutheran Day Nursery
1802-1808 North Fairfield Avenue

Lydia Home Association
4300 North Irving Park Road

Marillac House Social Center's (Day Care)
2822 West Jackson Boulevard

Moody Church Early Childhood Center
1609 North LaSalle Street

North Avenue Day Nursery
2023 West Pierce Avenue

Northwest Play School
6015 North Francisco Avenue

Onward Neighborhood House
600 North Leavitt Street

The Presbyterian Church of Norwood Park Preschool
5849 North Nina Avenue

Resurrection Child Care Center (Resurrection Health
Care Corporation) 7435 West Talcott Avenue

Resurrection Lutheran Church Pre-School
3309 North Seminary Avenue

Saint Chrysostom's Day School
1424 North Dearborn Parkway

Saint Martin Day Care Center
5704 West Midway Park

Saint Matthew Headstart/Day Care Center
1000 North Orleans Street

The Salvation Army Day Care Center
4800 North Marine Drive

The Salvation Army Midwest Head Start
20 South Campbell Avenue

Sinai Nursery School
1720 East 54th Street

Sojourner Truth Child Care Center
4945 South Dorchester Avenue

South Austin Day Care Center
301 North Mayfield Avenue

South Chicago Development
South Chicago Y.M.C.A. of Metropolitan Chicago
3039 West 91st Street

Southwest Co-op Pre School
3500 West 63rd Place

South Harper Montessori School
9011 South Cottage Grove Avenue

South Shore Bible Baptist Day Care Center
7159 South Cornell Avenue

South Shore Community Church Day Care Center
7401 South Yates Boulevard

Temple Sholom (Gan Shalom Day Care Center)
3480 North Lake Shore Drive

Tiny Tots Villa
8128 South Martin Luther King Drive

Topsy Turby Nursery and Kindergarten
723 East 75th Street

Unity Lutheran Day Care Center
(Lutheran Social Services of Illinois)
5409 North Magnolia Avenue

Uptown Lutheran Day Care Center
(Lutheran Social Services of Illinois)
5030 North Marine Drive

Virginia Frank Child Development Center
3033 West Touhy Avenue

Washington Park South Early Childhood Learning Centers
(Centers for New Horizons, Incorporated.)
6225 South Wabash Avenue

Wayman Day Care Center
511 West Elm Street

Wings Watson Park Pre-School
6337 West Cornelia Avenue

Winthrop Day Care Center
(Lutheran Social Services of Illinois)
4848 North Winthrop Avenue

Woodlawn A.M.E. Church Day Care Center
Woodlawn Children and Family Services Association
6456 South Evans Avenue

Woodlawn Early Childhood Development Center
950 East 61st Street

Young Jewish Council Day Care Center Class I
957 West Grace Street.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO
CANCEL WARRANT FOR COLLECTION ISSUED
AGAINST SAINT JOSEPH AND SAINT
ANN PARISH.

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

Ordered, That the City Comptroller is hereby authorized and directed to cancel warrant for collection No. P1-412279, in the amount of \$86.00 for fuel burning equipment inspection fee, charged to St. Joseph and St. Ann Parish, 2751 West 38th Place.

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

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

Nays -- None.

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

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL LICENSE
FEE FOR SPECIAL POLICEMEN EMPLOYED BY NOT-
FOR-PROFIT INSTITUTIONS.

The Committee on Finance submitted two reports recommending that the City Council pass the following proposed ordinances transmitted therewith:

Mount Hebron Methodist Baptist Church.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs 3 Special Police and shall pay a fee of \$10.00 per license for the year 1986:

Mt. Hebron Methodist Baptist Church
3445-3447 West Douglas Boulevard.

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

Provident Hospital and Medical Center.

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of the City of Chicago, the following charitable institution employs 17 special police and shall pay a fee of \$10.00 per license for the year of 1986:

Provident Hospital and Medical Center
500 East 51st Street.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

AUTHORITY GRANTED FOR EXEMPTION FROM 1984-1985 SEWER
SERVICE CHARGES TO SPECIFIED INSTITUTIONS.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

Said ordinances, as passed, read respectively as follows:

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

SECTION 1. Pursuant to Section 185.1-2 (a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt Congregation Ezras

Israel, 2746-2756 W. Lunt Avenue, from the first One Thousand Dollars (\$1,000) charge for sewer services in 1984-1985.

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

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

SECTION 1. Pursuant to Section 185.1-2 (a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt the Northwest Home for the Aged, 6300 N. California Avenue, from the first One Thousand Dollars (\$1,000) charge for sewer services in 1984-1985.

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

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

SECTION 1. Pursuant to Section 185.1-2 (a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt Norwegian Old Peoples Home, 6016 N. Nina Avenue, from the first One Thousand Dollars (\$1,000) charge for sewer services in 1984-1985.

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

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

SECTION 1. Pursuant to Section 185.1-2 (a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt St. James Evangelical Lutheran Church, 7400-7410 W. Foster Avenue, from the first One Thousand Dollars (\$1,000) charged for sewer services in 1984-1985.

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

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

SECTION 1. Pursuant to Section 185.1-2 (a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt St. Joseph's Home for the Aged, 2630-2658 N. Ridgeway Avenue, from the first One Thousand Dollars (\$1,000) charge for sewer services in 1984-1985.

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

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

SECTION 1. Pursuant to Section 185.1-2 (a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt the Washington and Jane Smith Home, 11317 S. Western Avenue, from the first One Thousand Dollars (\$1,000) charged for sewer services in 1984-1985.

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

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

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

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

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

Nays -- None.

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

The following is said order as passed:

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

[Regular Orders printed on pages 30207 through 30209 of this Journal.]

and

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

[Third Party Orders printed on pages 30210 through 30211 of this Journal.]

Action Deferred -- SUBMISSION OF FINAL STATEMENT OF
OBJECTIVES AND PROJECTED USE OF FUNDS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
ENTITLEMENT TO THE UNITED
STATES DEPARTMENT OF
HOUSING AND URBAN
DEVELOPMENT FOR
THE YEAR XII.

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

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the submission of Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U. S. Department of Housing and Urban Development for the Year XII in the amount of \$86,735,130, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance as amended, transmitted herewith.

(Continued on page 30212)

5/30/86

REPORTS OF COMMITTEES

30207

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/30/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDREWS	POLICE OFFICER	TENTH DISTRICT	1/16/86	25.00
BALICKI	POLICE OFFICER	FOURTEENTH DISTRICT	2/10/85	41.00
BARAJAS	POLICE OFFICER	NINTH DISTRICT	11/20/85	30.00
BATKA	POLICE OFFICER	SECOND DISTRICT	5/30/85	959.25
BERRY	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/85	45.00
BORVAN	POLICE OFFICER	FIRST DISTRICT	9/28/85	255.00
BRADSHAW	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/12/85	85.00
BRAZEL	POLICE OFFICER	THIRTEENTH DISTRICT	2/11/86	264.00
BUDAY	POLICE OFFICER	THIRTEENTH DISTRICT	2/01/85	290.00
BUICK	POLICE OFFICER	SEVENTH DISTRICT	1/19/86	18.00
CARTEGENA	POLICE OFFICER	TENTH DISTRICT	5/12/85	9.00
CARTER	POLICE OFFICER	SECOND DISTRICT	3/21/81	135.00
CHANA	POLICE OFFICER	EIGHTEENTH DISTRICT	10/13/85	119.00
DAHLBERG	POLICE OFFICER	SEVENTH DISTRICT	9/14/83	35.00
DALY	POLICE OFFICER	EIGHTEENTH DISTRICT	12/04/85	892.00
DEGNAN	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	8/23/85	2030.00
DEPILLARS	POLICE OFFICER	THIRD DISTRICT	6/28/85	1039.00
DERAIMO	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/20/85	200.00
DICKERSON	POLICE OFFICER	SECOND DISTRICT	9/03/85	14.00
DICKERSON	POLICE OFFICER	SECOND DISTRICT	12/25/85	357.80
DICKERSON	POLICE OFFICER	SECOND DISTRICT	2/22/86	163.75
DORRANCE	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	5/17/85	35.00
DOYLE	POLICE OFFICER	NINTH DISTRICT	3/11/85	27.00
DUBLINSKI	POLICE OFFICER	TENTH DISTRICT	10/19/85	25.00
FARRELL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/12/80	1276.60
FERNANDEZ	POLICE OFFICER	SEVENTEENTH DISTRICT	1/27/86	25.00
FINNELLY	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/22/85	35.00
FLEHING	POLICE OFFICER	TRAFFIC COURT SECTION	11/18/85	150.00
FRANK	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/25/86	206.00
FROST	POLICE OFFICER	TRAINING DIVISION	10/17/85	610.00
FUGUA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/11/85	35.00
GROEBER	POLICE OFFICER	EIGHTH DISTRICT	11/13/85	163.00
GROSS	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	2/03/86	324.10
GUEST	POLICE OFFICER	FIFTH DISTRICT	12/14/84	50.00
GUT	POLICE OFFICER	AUTO THEFT SECTION	6/11/82	9873.22
HAGEMAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/30/85	183.00
HANLEY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	11/06/85	182.65
HAYES	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/85	144.00
HOFFMAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/04/86	230.00
JACKOWSKI	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	2/28/86	368.75
JACKSON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/05/86	80.95
JACKSON SR	POLICE OFFICER	RECRUIT TRAINING	1/24/86	535.00
JACOBS	POLICE OFFICER	THIRD DISTRICT	8/18/85	5092.97
JANNICK	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	20.00
JOHNSON	POLICE OFFICER	THIRTEENTH DISTRICT	9/16/85	333.50
KEMP JR	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/85	130.00
KIRK	POLICE OFFICER	EIGHTEENTH DISTRICT	9/24/85	1288.00
KLARK	POLICE OFFICER	NINTH DISTRICT	6/01/84	140.00
		TRAFFIC COURT SECTION	12/20/83	68.31

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/30/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KRISHACK	POLICE OFFICER	FIRST DISTRICT	8/10/84	40.00
LARSON	POLICE OFFICER	THIRTEENTH DISTRICT	11/20/85	20.00
LAYNE	POLICE OFFICER	SEVENTH DISTRICT	12/28/85	42.00
LENIHAN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	10/29/85	35.00
LOMBARDI	POLICE OFFICER	ELEVENTH DISTRICT	10/04/85	234.00
LOVE	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/02/86	150.00
MACUDZINSKI	POLICE OFFICER	THIRD DISTRICT	12/23/85	25.00
MARTIN	POLICE OFFICER	SEVENTEENTH DISTRICT	1/15/86	70.00
MAY	POLICE OFFICER	TENTH DISTRICT	1/15/86	50.00
MCCLAIR	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/20/86	228.27
MCDONALD	POLICE OFFICER	SIXTEENTH DISTRICT	10/09/84	111.77
MCGUIRE	POLICE OFFICER	TENTH DISTRICT	12/30/85	25.00
MCKENURICK	POLICE OFFICER	EIGHTH DISTRICT	8/20/85	41.00
MILLER	POLICE OFFICER	THIRD DISTRICT	8/14/82	391.50
MIZERA	POLICE OFFICER	ELEVENTH DISTRICT	1/16/86	18.00
MOSQUEDA	POLICE OFFICER	TWENTIETH DISTRICT	7/10/85	60.00
MULLINS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/14/85	47.00
MULVEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/20/85	260.00
OKR	POLICE OFFICER	NINTH DISTRICT	11/11/85	100.00
OSULLIVAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/30/85	163.00
PANAGAS	POLICE OFFICER	FOURTH DISTRICT	10/05/85	310.00
FEARRE	POLICE OFFICER	RECRUIT TRAINING	9/04/85	50.00
PERUSICH-GROELLER	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/21/85	1710.00
FLACEK	POLICE OFFICER	SIXTH DISTRICT	2/23/85	767.32
FLUTA	POLICE OFFICER	CANINE UNIT	12/20/84	605.50
PROCTOR	POLICE OFFICER	CHARGE LAW ENFORCEMENT	10/10/84	994.76
PRONOP	POLICE OFFICER	TENTH DISTRICT	1/12/86	43.00
FRUESER	POLICE OFFICER	NINETEENTH DISTRICT	11/07/85	16.00
RAY	POLICE OFFICER	FOURTH DISTRICT	9/17/85	182.00
REYES	POLICE OFFICER	SEVENTH DISTRICT	1/21/86	95.00
REYES	POLICE OFFICER	TENTH DISTRICT	4/06/82	725.89
RUBIN	POLICE OFFICER	SEVENTH DISTRICT	9/19/76	120.00
SHEEHAN	POLICE OFFICER	TENTH DISTRICT	10/27/85	25.00
SHELESNY	POLICE OFFICER	FOURTEENTH DISTRICT	1/04/84	25.00
SILVAG	POLICE OFFICER	TWELFTH DISTRICT	10/19/85	1893.65
SMITH	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	7/03/85	899.00
STEHLIK	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/13/84	47.00
STONER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/01/85	40.00
SWEENEY	POLICE OFFICER	NINTH DISTRICT	2/04/85	741.00
SWEENEY	POLICE OFFICER	FOURTH DISTRICT	6/15/85	37.00
SWICK	POLICE OFFICER	FOURTH DISTRICT	11/19/84	1410.25
SZCZEPANIAK	POLICE OFFICER	VICE CONTROL SECTION	6/04/85	82.00
TOMASIK	POLICE OFFICER	THIRD DISTRICT	8/23/85	712.00
TOKAN	POLICE OFFICER	FIFTH DISTRICT	11/07/85	4115.42
TRIBE	POLICE OFFICER	TENTH DISTRICT	12/28/85	25.00
TRIMBLE	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	1/26/86	155.00
TUDRON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/85	595.00
UNDERWOOD	POLICE OFFICER	SECOND DISTRICT	12/29/84	449.00
VUKONICH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/23/83	947.50

5/30/86

REPORTS OF COMMITTEES

30209

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/30/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WESLEY	POLICE OFFICER	SIXTEENTH DISTRICT	4/23/84	278.00
WILLIAMS	POLICE OFFICER	EIGHTH DISTRICT	10/01/85	45.00
WORTHEN	POLICE OFFICER	MARINE UNIT	5/14/85	35.00
WRIGHT	POLICE OFFICER	SIXTH DISTRICT	10/02/85	65.00
YELLOWLEES	POLICE OFFICER	SECOND DISTRICT	12/08/85	723.50
JOSENBACH	LIEUTENANT	DISTRICT RELIEF 2	11/01/85	2977.47
GUNTHER	PARAMEDIC	AMBULANCE 7	6/25/85	426.00
HANRAHAN	FIREFIGHTER	TRUCK 49	4/15/85	29411.20
HERLING	LIEUTENANT	TRUCK 44	7/15/85	45.00
HICKEY	FIREFIGHTER	ENGINE COMPANY 96	6/08/85	2876.06
KING	PARAMEDIC	AMBULANCE 5	4/26/85	712.68
MCMAHON	LIEUTENANT	TRUCK 59	2/23/82	28667.47
MILLER	FIREFIGHTER	ENGINE COMPANY 7	9/27/84	130.00
MURPHY	FIREFIGHTER	DISTRICT RELIEF 1	12/16/84	1260.80
OFARRELL	FIREFIGHTER	ENGINE COMPANY 45	4/06/85	63.00
FERMANIAN	FIREFIGHTER	TRUCK 26	12/20/83	387.00
SCHWARZ	FIREFIGHTER	AMBULANCE 7	5/05/85	137.50
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	99367.50
STOKES	FIREFIGHTER	ENGINE COMPANY 107	8/23/85	833.00
THIELSEN	FIREFIGHTER	DISTRICT RELIEF 2	12/17/84	3615.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/30/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ARENS	PATRICK C	FIFTEENTH DISTRICT	2/24/85	170.00
ARENS	PATRICK C	FIFTEENTH DISTRICT	2/27/86	443.50
ATKINS	BETH	TWENTIETH DISTRICT	6/17/85	153.00
BARRON	JACK J	EIGHTEENTH DISTRICT	1/16/86	585.50
BOKOMSKI	ROBERT	FOURTH DISTRICT	2/14/86	133.00
BRACEY	GWENDEL	SIXTH DISTRICT	12/23/85	411.65
BRANSFIELD	KATHLEEN A	EIGHTEENTH DISTRICT	7/08/85	166.00
CAGE	HOSBA	TENTH DISTRICT	2/02/86	4986.00
CELANO	BENEDICT	FIFTEENTH DISTRICT	1/23/86	290.00
COLLINS	JAMES W	YOUTH DIVISION AREA TWO	2/05/85	44.25
CUDDY	MARILYN R	YOUTH DIVISION AREA ONE	2/05/86	481.00
CYZE	MICHAEL T	ENFORCEMENT SECTION	1/14/84	125.00
DANIELS	DAVID L	EIGHTH DISTRICT	11/14/85	357.00
DEJULIO	ROBERT C	EIGHTEENTH DISTRICT	9/21/85	98.00
DUKKIS	JOHN	EIGHTH DISTRICT	1/04/86	1231.50
RUFFIN	MICHAEL F	DETECTIVE DIV AREA 3 VIOLENT C	11/02/85	81.00
DUFFY	MICHAEL	PUBLIC HOUSING DIVISION-SOUTH	12/16/83	46.00
EIERMAN	JOHN	FOURTH DISTRICT	2/07/86	105.00
ERACI	NICHOLAS J	EIGHTH DISTRICT	11/14/85	99.00
FARINA	RICHARD J	FIFTEENTH DISTRICT	2/27/86	400.00
FISCHER	ROBERT	TWENTIETH DISTRICT	2/06/86	648.00
GAJZINSKI	WAYNE C	EIGHTH DISTRICT	1/04/86	436.00
GEARY	WILLIAM	MARINE UNIT	2/07/86	143.50
GLEES	HENRY J	SIXTH DISTRICT	9/01/85	87.00
HENRY-PHELPS	SYLVIA LEE	FIFTEENTH DISTRICT	11/26/85	19.00
HENR	JOHN	TWENTY-THIRD DISTRICT	11/09/85	180.00
HOLMES	RICHARD	SEVENTEENTH DISTRICT	7/13/85	490.00
HOSY	PATRICK J	YOUTH DIVISION AREA THREE	5/11/85	220.00
KEITH	CLARENCE E	THIRD DISTRICT	3/09/85	374.00
KLEMMUNDT	THOMAS	TWENTY-FOURTH DISTRICT	2/20/86	243.75
LADOW	DOROTHY	TWENTIETH DISTRICT	8/30/85	225.00
LENTI	EDWARD	TWELFTH DISTRICT	1/24/86	729.50
MOKRY	PATRICK	DETECTIVE DIV AREA 2 VIOLENT C	1/21/86	52.00
MORGAN	CORNELIUS J	EIGHTH DISTRICT	9/22/85	919.00
MORLAND	CLIFFORD	TWENTY-THIRD DISTRICT	10/24/85	29.00
ORRIEN	EDWARD J	TWENTY-SECOND DISTRICT	6/27/84	45.00
PADILLA	MARTIN	THIRTEENTH DISTRICT	8/27/85	75.00
FALUCH	FRANK A	DETAIL UNIT	1/21/85	1750.00
PAPINELLA	KONALD J	SIXTEENTH DISTRICT	12/29/85	271.50
PARNOW	MITCHELL H	TWENTY-FOURTH DISTRICT	12/31/85	879.10
PRIMOUS	WILLIAM W	SECOND DISTRICT	9/11/85	92.00
RIZZO	JOSEPH M	TWELFTH DISTRICT	1/27/85	624.00
RODRIGUEZ	RAFAEL J	FOURTEENTH DISTRICT	10/16/85	60.00
KOMANO	JOHN	CHARGE LAW ENFORCEMENT	7/10/85	135.00
SANAMAS	VERONICA	ELEVENTH DISTRICT	9/05/85	210.00
SANCHEZ	RICARDO	TWENTY-FOURTH DISTRICT	1/16/86	235.45
SCHWAB	JOHN J	TWENTY-FIFTH DISTRICT	1/17/86	648.00
SEVERINO	JOSEPH A JR	EIGHTEENTH DISTRICT	1/16/86	487.20
SPAGNOLA	PAUL M	EIGHTH DISTRICT	6/07/85	187.00

5/30/86

REPORTS OF COMMITTEES

30211

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/30/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SZYSZKA	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	1/17/86	200.00
ULDRYCH	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	2318.27
YOUNG	POLICE OFFICER	SEVENTH DISTRICT	6/02/85	140.00
AGUIRRE	PARAMEDIC	AMBULANCE 34	7/14/82	2050.00
KILLEEN	FIREFIGHTER	TRUCK 40	12/30/83	2258.80
SACHS	FIREFIGHTER	AMBULANCE 3	8/14/85	40.00

(Continued from page 30206)

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

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

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

[Community Development Block Grant Entitlement for the Year XII
printed on pages 30213 through 30222]

COMMITTEE ON AGING AND DISABLED.

Placed on File -- COMMITTEE REPORT ON RESULT OF HEARINGS
REGARDING IMPLEMENTATION OF SECTION 504
OF REHABILITATION ACT OF 1973.

The Committee on Aging and Disabled submitted the following report which was, on motion of Alderman Volini, *Placed on File*:

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Aging and Disabled, having under consideration a resolution calling for hearings to evaluate the implementation of Section 504 of the Rehabilitation Act of 1973, held a committee hearing on May 22, 1986.

Statements were taken from representatives of the Departments of Public Works, Streets and Sanitation, Aging and Disability, and members of the Advisory Council on Disability of the Department of Aging and Disability regarding the ramping and cutting of curbs in the City of Chicago.

In response to the concerns of the Committee, a sub-committee has been formed to establish prioritization, monitor supervision, and consider the general specification standards of curb cuts and ramps.

(Continued on page 30223)

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		ESTIMATES OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR YEAR XII- JULY 1, 1986 THROUGH MARCH 31, 1987				
		Reallocation of unspent Community Development Block Grant Funds from prior years (V through X)		5,500,000		~~6,115,750~~ 6,134,125
		DEPARTMENT OF ECONOMIC DEVELOPMENT Business Area Improvements Program				
6	0700.526	Improvements		1,272,000		1,422,000
	0710.	Rockwell from Lawrence to Wilson				50,000
	0711.	Devon and Western (to complete unfinished engineering & construction)				100,000
		Technical Assistance to Business Area and Economic Groups				
8	1100.149	Other professional and technical services		2,243,650		2,392,400
	1190.	Chicago/Ashland Business Association				18,750
	1191.	Project DARE				18,750
	1192.	East Side Chamber of Commerce				22,500
	1193.	South Chicago Chamber of Commerce				18,750
	1194.	Back of the Yards Businessmen Assoc.				18,750
	1146.	Greater North Pulaski Development Corp.		48,750		60,000
	1195.	Cermak Road Chamber of Commerce				25,000
	1196.	Assoc. Pro Derdechas Obreros				15,000

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HOUSING Housing Action Grants				
23	2900.149	Other professional and technical services		1,643,750		~~1,675,875~~ 1,657,500
	2911.	Rogers Park Community Council		20,000		33,375
	~~2946.~~	~~Lake Region Hispanic Teen Life~~				~~18,750~~
		Senior Citizens/Handicapped Home Maintenance				
	3100.149	Other professional & techn. services		1,125,000		1,145,000
	3115.	Wrightwood Improvement Assoc.				20,000
		DEPARTMENT OF CULTURAL AFFAIRS Cultural Outreach				
29	4200.149	Other professional & technical services		89,163		107,193
	4205.	Ukranian Village				18,750
		DEPARTMENT OF AGING AND DISABILITY Independent Living for the Disabled and Elderly				
52	5700.149	Other professional and technical services		732,714		770,214
	5706.	Brighton Ethnic Senior Services				37,500

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HUMAN SERVICES				
		Family & Youth Services				
57	6300.149	Other professional & technical services		1,164,005		1,189,005
	6327.	Benton House				25,000
		Youth Crime Prevention				
58	6800.149	Other professional & technical services		1,753,000		1,755,000
	6819.	Chicago Youth Centers Fellowship House		11,938		13,938
		DEPARTMENT OF PUBLIC WORKS				
		Model Blocks and Residential				
		Street Resurfacing				
73	8200.526	Improvements		2,346,584		2,546,584
	8246.	Ainslie, between Kedzie to Albany				80,000
	8247.	Hermitage from Winnemac to Lawrence				80,000
	8248.	3400 Block of North Oakley				40,000

Demetri L. Harris
George V. Hagan 3020
W. H. Hagan
Verne L. Hagan

John W. Hagan
Frank B. Roth
John J. Hagan
John J. Hagan
Robert Hagan

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HOUSING Housing Action Grants				
23	2900.149	Other professional & technical services		~~1,657,500~~ 1,675,875		~~1,676,250~~ 1,694,625
	2947.	Uptown Chicago Commission				18,750
		DEPARTMENT OF ECONOMIC DEVELOPMENT Technical Assistance to Business Area and Economic Development Groups				
8	1100.149	Other professional & technical services		2,392,400		2,396,400
	1125.	North Center Chamber of Commerce		18,750		22,750
		Reallocation of unspent Community Development Block Grant Funds from prior years (V through XII)		~~6,115,750~~ 6,134,125		~~6,138,500~~ 6,165,875

Henry C. Schuttler
Mr. H. V. ...

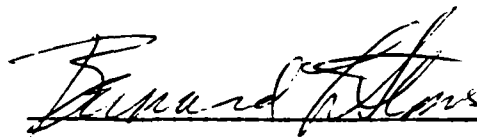
City of Chicago
Community Development Block Grant
Year XII
Annual Appropriation Ordinance for 1986

Corrections and Revisions

<u>Page</u>	<u>Code</u>	<u>Organization</u>	<u>Amount</u>	
			<u>Strike</u>	<u>Insert</u>
23	2911	Rogers Park Community Council	~~20,000~~ 33,375	33,750



David D. Orr
Alderman - 49th Ward



Bernard L. Stone
Alderman - 50th Ward

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		ESTIMATES OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR YEAR XII- JULY 1, 1986 THROUGH MARCH 31, 1987				
		Reallocation of unspent Community Development Block Grant Funds from prior years (V through X)		5,500,000		~~6,134,125~~ 6,115,750
		DEPARTMENT OF ECONOMIC DEVELOPMENT Business Area Improvements Program				
6	0700.526	Improvements		1,272,000		1,422,000
	0710.	Rockwell from Lawrence to Wilson				50,000
	0711.	Devon and Western (to complete unfinished engineering & construction)				100,000
		Technical Assistance to Business Area and Economic Groups				
8	1100.149	Other professional and technical services		2,243,650		2,392,400
	1190.	Chicago/Ashland Business Association				18,750
	1191.	Project DARE				18,750
	1192.	East Side Chamber of Commerce				22,500
	1193.	South Chicago Chamber of Commerce				18,750
	1194.	Back of the Yards Businessmen Assoc.				18,750
	1146.	Greater North Pulaski Development Corp.		48,750		60,000
	1195.	Cermak Road Chamber of Commerce				25,000
	1196.	Assoc. Pro Derdechas Obreros				15,000

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HOUSING Housing Action Grants				
23	2900.149	Other professional and technical services		1,643,750		1,657,500
						~~1,675,875~~
	2911.	Rogers Park Community Council		20,000		23,375
	~~2946.~~	~~Lake Region Hispanic Teen Life~~				~~18,750~~
		Senior Citizens/Handicapped Home Maintenance				
	3100.149	Other professional & techn. services		1,125,000		1,145,000
	3115.	Wrightwood Improvement Assoc.				20,000
		DEPARTMENT OF CULTURAL AFFAIRS Cultural Outreach				
29	4200.149	Other professional & technical services		89,163		107,193
	4205.	Ukranian Village				18,750
		DEPARTMENT OF AGING AND DISABILITY Independent Living for the Disabled and Elderly				
52	5700.149	Other professional and technical services		732,714		770,214
	5706.	Brighton Ethnic Senior Services				37,500

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HUMAN SERVICES Family & Youth Services				
57	6300.149	Other professional & technical services		1,164,005		1,189,005
	6327.	Benton House				25,000
		Youth Crime Prevention				
58	6800.149	Other professional & technical services		1,753,000		1,755,000
	6819.	Chicago Youth Centers Fellowship House		11,938		13,938
		DEPARTMENT OF PUBLIC WORKS Model Blocks and Residential Street Resurfacing				
73	8200.526	Improvements		2,346,584		2,546,584
	8246.	Ainslie, between Kedzie to Albany				80,000
	8247.	Hermitage from Winnemac to Lawrence				80,000
	8248.	3400 Block of North Oakley				40,000

Demetri L. Adams Sr.
George J. Adams 30th
W. J. Adams
Verne J. Adams

John M. Adams
Fred B. Roth
John J. Kellen
John J. Kellen
Patricia Hues

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HOUSING Housing Action Grants				
23	2900.149	Other professional & technical services		1,657,500 ~~1,675,875~~		1,676,250 ~~1,694,625~~
	2947.	Uptown Chicago Commission				18,750
		DEPARTMENT OF ECONOMIC DEVELOPMENT Technical Assistance to Business Area and Economic Development Groups				
8	1100.149	Other professional & technical services		2,392,400		2,396,400
	1125.	North Center Chamber of Commerce		18,750		22,750
		Reallocation of unspent Community Development Block Grant Funds from prior years (V through XII)		6,115,750 ~~6,134,125~~		6,138,500 ~~6,165,875~~

James C. Schachter
Mr. J. V. ...

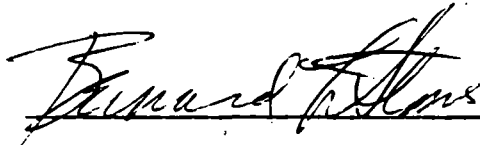
City of Chicago
Community Development Block Grant
Year XII
Annual Appropriation Ordinance for 1986

Corrections and Revisions

<u>Page</u>	<u>Code</u>	<u>Organization</u>	<u>Amount</u>	
			<u>Strike</u>	<u>Insert</u>
23	2911	Rogers Park Community Council	~~20,000~~ 33,375	33,750



David D. Orr
Alderman - 49th Ward



Bernard L. Stone
Alderman - 50th Ward

(Continued from page 30212)

The members of the sub-committee will be Aldermen Volini, Cullerton, Langford, Orr and Mell, Commissioners Karas, Halpin, Ahrens, and Mathis, Deputy Commissioner on Disability Audrey McCrimon, representatives from the Departments of Streets and Sanitation and Public Works and members of the Advisory Council on Disability of the Department on Aging and Disability.

The meeting was *Recessed* at the call of the Chair.

Sincerely,
(Signed) MARION K. VOLINI,
Chairman.

COMMITTEE ON BUILDINGS.

APPOINTMENT OF MR. RUFUS TAYLOR AS MEMBER OF CITY OF CHICAGO ELECTRICAL COMMISSION APPROVED.

The Committee on Buildings submitted the following report:

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a written communication from the Honorable Mayor, Harold Washington, (which was referred on May 14, 1986) to appoint Mr. Rufus Taylor as a member of the City of Chicago Electrical Commission to succeed William Cullen, begs leave to recommend that Your Honorable Body *Pass* said recommended appointment, which is transmitted herewith.

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

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

On motion of Alderman Roti, the said proposed appointment of Mr. Rufus Taylor as a member of the Chicago Electrical Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

**JOINT COMMITTEE
COMMITTEE ON BUILDINGS.
COMMITTEE ON ZONING.**

**APPROVAL GIVEN TO ISSUANCE OF PERMITS
FOR ERECTION OF ILLUMINATED SIGNS.**

The Joint Committee, composed of the members of the Committee on Buildings and the members of the Committee on Zoning, submitted the following report:

CHICAGO, May 29, 1986.

To the President and Members of the City Council:

Your Committee on Buildings along with Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed orders transmitted herewith (referred March 12, 25, April 9 and 23, 1986) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by all members of the committee with no dissenting vote.

Respectfull submitted,
(Signed) TERRY M. GABINSKI,
Chairman, Committee on Zoning.

(Signed) FRED B. ROTI,
Chairman, Committee on Buildings.

On motion of Alderman Roti, the committee's recommendations were *Concurred In* and said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

3344 West 79th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All Sign Corp., 10235 Southwest Highway, Chicago Ridge, Illinois 60415, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3344 W. 79th Street, Skip's;

Dimensions: length 48 feet 0 inches, height 14 feet 0 inches
Height Above Grade/Roof to Top of Sign: 50 feet 0 inches
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

223-225 West 43rd Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State St. No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 223-225 West 43rd Street, General Advertisers - various copy;

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 90 feet plus 5 feet for temporary extensions
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5373 North Milwaukee Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern & Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of an illuminated business sign over 24 feet in height and/or over 100 square feet (in area of one face) at 5373 North Milwaukee Avenue, Gateway Chevrolet;

Dimensions: length 15 feet 0 inches, height 15 feet 0 inches with 4 feet x 4 feet logo
Height Above Grade/Roof to Top of Sign: 47 feet 0 inches
Total Square Foot Area: 237 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2875 West 19th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2875 West 19th Street, Saint Anthony Hospital;

Dimensions: length 3 feet 0 inches, height 4 feet 2 inches
Height Above Grade/Roof to Top of Sign: 6 feet 2 inches
Total Square Foot Area: 14 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5134-5136 West Chicago Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Signs, Incorporated, 6959 West Grand Avenue, Chicago, Illinois 60635, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5134-5136 West Chicago Avenue, Leamington Foods;

Dimensions: length 8 feet 0 inches, height 4 feet 0 inches
Height Above Grade/Roof to Top of Sign: 10 feet 0 inches
Total Square Foot Area: 32 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

4216 West Irving Park Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Sign -- Division of Federal Sign Corporation, 140 East Tower, Burr Ridge, Illinois 60521, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4216 West Irving Park Road, Midas;

Dimensions: length 19 feet 9 inches, height 10 feet 4 inches

Height Above Grade/Roof to Top of Sign: 48 feet
Total Square Foot Area: 202 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

25 East Washington Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All-Sign Corporation, 10235 Southwest Highway, Chicago Ridge, Illinois 60415, for the erection of a sign to be placed on the public sidewalk, 25 E. Washington Street, Washington/Wabash Mall;

Dimensions: length 2 feet 6 inches, height 9 feet 3 inches
Height Above Grade/Roof to Top of Sign: 9 feet 3 inches
Total Square Foot Area: 92.5 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

COMMITTEE ON ECONOMIC DEVELOPMENT.

APPROVAL GIVEN TO APPOINTMENT OF MR. JACOBY DICKENS AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated March 12, 1986, appointing Jacoby Dickens as a member of the Economic Development Commission for a two-year term, begs leave to recommend that Your Honorable Body *Approve* said appointment.

This recommendation was concurred in by eight (8) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen, the said proposed appointment of Mr. Jacoby Dickens as a member of the Economic Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

APPROVAL GIVEN TO APPOINTMENT OF MR. JOHN KENNEDY
AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated March 12, 1986, appointing John Kennedy as a member of the Economic Development Commission for a one-year term, begs leave to recommend that Your Honorable Body *Approve* said appointment.

This recommendation was concurred in by eight (8) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen, the said proposed appointment of Mr. John Kennedy as a member of the Economic Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

APPROVAL GIVEN TO APPOINTMENT OF MR. ROBERT
PRITZKER AS MEMBER OF ECONOMIC
DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated March 12, 1986, appointing Robert Pritzker as a member of the Economic Development Commission for a one-year term, begs leave to recommend that Your Honorable Body *Approve* said appointment.

This recommendation was concurred in by eight (8) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen, the said proposed appointment of Mr. Robert Pritzker as a member of the Economic Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

COMMITTEE ON ENERGY AND ENVIRONMENTAL PROTECTION.

Placed on File -- REPORT FROM COMMONWEALTH EDISON BRAIDWOOD NUCLEAR GENERATING STATION.

The Committee on Energy and Environmental Protection submitted the following report, together with a status report from Cordell Reed, Vice-President of Nuclear Operations for Commonwealth Edison, which were, on motion of Alderman Rush, *Placed on File*;

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Reporting for your Committee on Energy and Environmental Protection, having under consideration at a meeting called May 19, 1986, a report of the Mayor's Task Force on Solid Waste Management issued April, 1986 at which time took testimony from various members of the task force regarding said task force report.

Your committee further having toured the Commonwealth Edison Braidwood Nuclear Generating Station on May 23, 1986 received a report on the status of said facility from Cordell Reed, Vice-President of Nuclear Operations for Commonwealth Edison.

Your committee begs leave to recommend that these reports be *Placed on File*.

Sincerely,
(Signed) BOBBY L. RUSH,
Chairman.

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

CONGRESS OF THE UNITED STATES MEMORIALIZED TO OPPOSE BUDGET CUTS PROPOSED BY PRESIDENT REAGAN AFFECTING CHICAGO AND OTHER CITIES.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (which was referred on February 13, 1986), memorializing the Congress of the United States to oppose the budget cuts proposed by President Ronald Reagan. The

resolution also memorializes the media to inform the citizens of this City the current situation of the federal budget and what consequences Chicago and other cities will face if the proposed budget cuts are implemented.

This recommendation, as amended, was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) ROMAN PUCINSKI,
Chairman.

On motion of Alderman Pucinski, the proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, President Ronald Reagan has presented the Congress of the United States with a budget for Fiscal Year 1987, a budget which proposes to eliminate or sharply reduce nearly every federal urban program of significant benefit to cities; and

WHEREAS, Chicago, like most other cities in the nation, is already struggling with fiscal and economic problems of major proportions, problems which require the City to consider cuts in services, reductions in staff and increases in taxes; and

WHEREAS, The federal government has put an end to general revenue sharing, effective in September of this year, a program that brought \$67.2 million to Chicago in 1985; and

WHEREAS, These general revenue sharing funds have been relied upon for funding basic City services which include police, fire, sanitation, health and public works; and

WHEREAS, The Reagan Administration recommends the elimination of the Urban Development Action Grant program, a highly successful incentive program, which in 1985 provided Chicago with \$9.2 million, to leverage private funding for economic development and housing; and

WHEREAS, The Reagan Administration proposes that Congress eliminate programs in housing which provide funding for rental rehabilitation, rental housing development and home weatherization; and

WHEREAS, The Reagan Administration proposes to reduce Community Development Block Grant assistance to Chicago by \$28.9 million between 1986 and 1987, despite the strong record of accomplishments of C.D.B.G. recipients and despite the devastation that would befall the areas of housing rehabilitation, social services and neighborhood business development; and

WHEREAS, The Reagan Administration proposes drastic cuts in a whole host of other valuable federal programs including legal services, urban mass transit, job training, nutrition and emergency food and shelter; and

WHEREAS, The City Council cannot stand by while these disastrous reductions are implemented by a federal administration which has shown little concern for the real human problems of our citizens and the fiscal dilemma facing the City; and

WHEREAS, Under the Reagan Administration's proposed 1987 budget, Chicago would lose \$134 million in Mass Transit (C.T.A.) funds, which includes the elimination of funding for the C.T.A.'s operational costs; and

WHEREAS, These cuts in Mass Transit funding would severely impair most major projects and bring to a halt Chicago's proposed southwest rapid transit line; and

WHEREAS, The deterioration of transit service combined with higher fares will discourage the location of new businesses in Chicago and encourage existing business to leave; now, therefore,

Be It Resolved, That the City Council of the City of Chicago memorializes the Congress of the United States to oppose the severe budget reductions proposed by the Reagan Administration; and

Be It Further Resolved, That the City Council shall communicate its grave concerns about this proposed budget to all members of the Illinois Congressional delegation with an explanation of the disastrous effect such changes would cause in Chicago; and

Be It Further Resolved, That the City Council memorialize the media to inform the citizens of this City the current situation of the federal budget and what consequences Chicago and other cities will face if the proposed budget cuts by President Reagan will take affect.

CHAPTERS 7 AND 26 OF MUNICIPAL CODE AMENDED
CONCERNING PROHIBITION OF INVESTMENT AND
USE OF CITY MONIES IN FINANCIAL
INSTITUTIONS DOING BUSINESS
WITH REPUBLIC OF SOUTH
AFRICA AND NAMIBIA.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration an ordinance (which was referred on March 27, 1985) which prohibits firms doing business with the Republic of South Africa or Namibia from bidding on contracts issued by the City of Chicago and other steps to end economic ties with South Africa by amending sections to the following chapters:

Chapter 7	Section 7-34 adding Section 7-34.2
	Section 7-44 adding Section 7-44.1
Chapter 26	Section 26-26 adding Section 26-26.1 and 26-26.2
	adding Section 26-27 and Section 26-27.1

This recommendation, as amended, was concurred in unanimously by the members of the committee.

(Signed) Respectfully submitted,
ROMAN PUCINSKI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said substitute ordinance as passed:

WHEREAS, The Republic of South Africa is the only nation whose laws mandate discrimination and deprivation of basic human and political rights solely on the basis of race and color under a legal system called apartheid; and

WHEREAS, Namibia is illegally occupied by the Republic of South Africa as found by the International Court of Justice in 1971, which occupation allows for the exploitation of Namibian people and resources by United States corporations and South Africa, and makes the people of that country subject to a similar system of apartheid; and

WHEREAS, Such government mandated racial discrimination and deprivation of rights are repugnant to the substance and the intent of the Constitution and laws of the United States, of the State of Illinois and of the City of Chicago which protect persons from unjust discrimination; and

WHEREAS, The investment of City of Chicago funds in corporations and financial institutions engaged in business activities with the Republic of South Africa and Namibia contributes to the perpetuation of apartheid in those countries; now, therefore,

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

SECTION 1. (a) Section 7-34 of the Municipal Code of Chicago is amended by adding in italics the following new Section 7-34.2:

7-34.2. Notwithstanding any other provision of Chapter 7 of the Municipal Code of Chicago, no federal or state chartered bank, holding or trust company, or federal or state savings or building and loan association shall be designated as a Municipal Depository unless the Chairman of the Board, Chief Executive Officer or his designee or any officer of the bidding bank or savings and loan association acceptable to the City Comptroller:

(1) certifies by a sworn affidavit that the institution from and after the date of certification will not for as long as it is designated as a Municipal Depository:

(i) make, underwrite or participate in any loan or issue or participate in any letter of credit (other than loans or letters of credit outstanding as of the effective date of the certification) where the original debtor is the federal government of the Republic of South Africa or of Namibia or any of their political subdivisions, including Ciskei, Transkei, KwaZulu, Venda, Lebowa, KwaNdebele, Gazankulu, Kangwane, QwaQwa and BophuthaTswana, which are referred to by the government of South Africa as homelands, or their agencies, or parastatals, or to a national corporation of the Republic of South Africa or Namibia (defined as a company more than 50% owned by the government of the Republic of South Africa or of Namibia);

(ii) sell, advertise or otherwise promote the sale of krugers and other coins minted in the Republic of South Africa or Namibia;

(iii) underwrite, purchase, or act as broker or agent for securities of the government of the Republic of South Africa or of Namibia or any of their political subdivisions, agencies, or parastatals, including but not being limited to the military, police, prison system or the Department of Cooperation and Development of the Republic of South Africa;

or

(iv) make or participate in loans to any third party where the expressed purpose of the loan is for use by federal government of the Republic of South Africa or of Namibia or any of their political subdivisions, agencies, or parastatals, including but not being

limited to the military, police, prison system or the Department of Cooperation and Development of the Republic of South Africa; and

(2) discloses by means of a sworn affidavit to the extent permitted by law all outstanding loans and existing lines of credit which the institution has or in which it has participated where the original debtor is the Republic of South Africa or Namibia or any of their political subdivisions, agencies, or parastatals, or any national corporation of the Republic of South Africa or Namibia, and states the time table which the institution will terminate all such relationships.

(b) This section shall become effective and shall apply to all applications for certification made after the date of passage.

SECTION 2. (a) Chapter 26 of the Municipal Code of Chicago shall be and hereby is amended by adding the following new Sections 26-26.1 through 26-27:

26-26.1. No contract or subcontract may be awarded to the Republic of South Africa, Namibia or a national corporation of either (defined as a company more than 50% owned by the government of the Republic of South Africa or Namibia).

26-26.2. No person or business entity shall be awarded a contract or sub-contract after the effective date of this section unless that person or the chief executive officer or his designee of that business entity has certified by a sworn affidavit that the person or business entity does not at the time of the award and will not for the life of the contract provide foods or services including computer hardware, software or technology to any apartheid enforcing agency of the national government of the Republic of South Africa or Namibia or any of their political subdivisions or agencies, including but not limited to the military, police, prison system or the Department of Cooperation and Development of the Republic of South Africa or any other entity listed in C.F.R. Part 385. This section shall not operate to bar any aircraft operator from using the City's airports.

26-27. The City may not purchase any goods assembled or wholly manufactured in the Republic of South Africa or Namibia, and all suppliers of goods to the City must certify by sworn affidavit that the goods they supply to the City were not assembled or wholly manufactured in the Republic of South Africa or Namibia.

Section 26-27.1 Sections 26-26.1, 26-26.2 or 26-27, shall not operate to prohibit the award of a contract where the following conditions have been met:

1. The Purchasing Agent of the City of Chicago and the head of the requisitioning department, if applicable, jointly certifying in writing to the Mayor that:

(a) The City is in need of goods, including spare parts or services, in order to either (i) economically operate equipment or systems purchased by the City prior to the effective date of this ordinance or (ii) meet public health or safety concerns; and

(b) The City cannot reasonably obtain goods, including spare parts, or services to meet such needs, because the proposed ineligible supplier is the only source for such goods,

including spare parts or services, or because other potential suppliers are also ineligible under this section; or

2. The Purchasing Agent and the head of the requisitioning department jointly certify in writing to the Mayor that:

(a) The lowest bid from a company or person who is in compliance with the provisions of Sec. 26-26.1, 26-26.2 or 26.27 exceeds by 8 or more per cent the apparent lowest responsible bidder; and

(b) It is not economically feasible for the City to enter into a contract on the terms offered by the lowest bidder who is in compliance with Sections 26-26.1, 26-26.2 or 26-27 for the particular goods or services in question.

(b) This section shall become effective 120 days from the date of passage and shall apply to all City contracts to the extent that such application is not inconsistent with federal or state laws, rules or regulations.

SECTION 3. (a) Section 7-44 of the Municipal Code of Chicago be and hereby is amended by adding the following new Section 7-44.1:

7-44.1 (1) Definitions. As used in this section unless the context otherwise requires:

(i) "Public funds" shall mean any and all City of Chicago funds in the City treasury as well as all general obligation bond and note funds, airport, water and sewer revenue bond funds, funds related to enterprise activities, general operating funds, deferred compensation funds and miscellaneous funds.

(ii) "Invested" shall mean the purchase of securities, stocks, notes, certificates of deposits, bankers acceptance, repurchase agreement, or any other obligations or securities all of duration of longer than 60 days.

(iii) "Financial Institution" shall mean any federal or state chartered bank or holding or trust company or federal or state savings or building and loan association, thrift institution or any other institution permitted by state or federal law to receive deposits of money and to pay out such money through loans, draft accounts or the sale of financial institution securities as well as securities brokers and dealers.

(2) Notwithstanding any other provision of Chapter 7 of the Municipal Code of Chicago, no public funds shall be invested or remain invested in

(i) any financial institution unless the Chief Executive or his designee of that institution certifies by a sworn affidavit that the institution has no outstanding loans or existing lines of credit where the original debtor is the Republic of South Africa or Namibia or any of their political subdivisions, agencies, or parastatals or to a national corporation of the Republic of South Africa or Namibia (defined as a company more than 50% owned by the government of the Republic of South Africa or Namibia), or to any company for the expressed purpose of investment in the Republic of South Africa or Namibia; or

(ii) the stocks, securities or other obligations or assets of any company or financial institution unless its Chief Executive Officer or his designatee certifies by a sworn affidavit that the company or financial institution is not doing business nor does it have a subsidiary doing business in or with the Republic of South Africa or Namibia.

(3) No financial institution may serve the City in a trustee or other fiduciary capacity with respect to public funds unless the Chief Executive of or his designatee of that institution certifies by a sworn affidavit that the institution does not as of the date of certification and will not for as long as it serves as a fiduciary:

(i) make, underwrite or participate in any loan or issue or participate in any letter of credit (other than loans or letters of credit outstanding as of the effective date of the certification) where the original debtor is to the federal government of the Republic of South Africa or of Namibia or any of their political subdivisions, agencies, or parastatals, or to a national corporation of the Republic of South Africa or Namibia (defined as a company more than 50% owned by the government of the Republic of South Africa or of Namibia);

(ii) sell, advertise or otherwise promote the sale of Krugers or other coins minted in the Republic of South Africa or Namibia;

(iii) underwrite, purchase or act as a broker or agent for securities of the government of the Republic of South Africa or of Namibia; or

(iv) make or participate in loans to any third party where the expressed purpose of the loan is for use by the federal government of the Republic of South Africa or of Namibia or any of their political subdivisions, agencies, or parastatals, including but not being limited to the military, police, prison system or the Department of Cooperation and Development of the Republic of South Africa; and

(b) This section shall become effective two years from the date of passage.

SECTION 4. This ordinance shall not be enforced against any person or in any circumstances where such enforcement would violate the Constitution of the United States or the State of Illinois.

SECTION 5. If any provisions of this ordinance, or application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporations, public agencies or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.**APPROVAL GIVEN FOR SALE OF VARIOUS CITY-OWNED VACANT
PARCELS TO BICKERDIKE REDEVELOPMENT CORPORATION.**

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Land Acquisition and Disposition to which was referred a communication from the Department of Housing, a proposed ordinance authorizing the City to accept the Home Rule of the Bickerdike Redevelopment Corporation, 2550 West North Avenue, for City-owned vacant properties located at 1330 North Wolcott, in the amount of \$7,400.00, 1338 North Wolcott Avenue, in the amount of \$7,400.00 and 1821 North Ellen Street in the amount of \$12,100.00, to the Bickerdike Redevelopment Corporation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred by a viva voce vote of the members of the committee with no dissenting vote.

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

On motion of Alderman Banks, 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, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That 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 parcels of real properties described herein, which are owned by the City

of Chicago, to the Bickerdike Redevelopment Corporation, 2550 West North Avenue, Chicago, Illinois 60647, for the consideration cited herein:

Real Estate No. 3630
1330 North Wolcott Avenue

P.I. 17-06-216-065
Amount: \$7,400.00

Lot 34 in Block 2 in Pickett's Addition to Chicago, in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate No. 5951
1338 North Wolcott Avenue

P.I. 17-06-216-062
Amount: \$7,400.00

Lot 37 in Block 2 in Pickett's Addition to Chicago in the West 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Real Estate No. 6466
1821 North Ellen Street

P.I. 17-06-229-001
Amount: \$12,100.00

Lots 1, 2, and 3 in Block 1 in J.P. Clarkson's Subdivision of the East 5 acres of the South 25 acres of the West half of the Northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That the sale of these City of Chicago parcels of vacant properties to the Bickerdike Redevelopment Corporation, 2550 West North Avenue, Chicago, Illinois, 60604 is solely for the purpose in developing low/moderate homes. Failure to use these parcels of vacant properties for this express purpose will result in title to said properties reverting to the City of Chicago.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute quitclaim deeds conveying said parcels of real property to the Bickerdike Redevelopment Corporation, 2550 West North Avenue, Chicago, Illinois, 60647, with the City Clerk attesting said conveyances.

SECTION 4. This ordinance shall be effective upon its passage.

AUTHORITY GRANTED TO NEGOTIATE FOR ACQUISITION
OF PROPERTY NECESSARY TO MAINTAIN CLEAR
ZONE AT MIDWAY AIRPORT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith to negotiate for acquisition of parcels of land to maintain a clear zone at Midway Airport.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Brady, Carter, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Aviation the following described property, in order to maintain a clear zone at Midway Airport; said property being located near said airport. Payment of the property is to be made under fund Number 623-8653-540-6.

Parcel 42.

Lots 4 to 11 both inclusive, together with all that part of the East-and-West sixteen (16) foot vacated public alley lying South of and adjoining the South line of Lots Five (5) to Eight (8), both inclusive, lying North of and adjoining the North line of Lot Nine (9) and lying West of and adjoining the East line of said Lot Nine (9) produced North sixteen (16) feet, in Block Six (6) in Fred K. H. Bartlett's City Addition, being a Subdivision of the North three quarters (N. 3/4) of the West half (W. 1/2) of the West half (W. 1/2) of the Northwest quarter (N.W. 1/4) of Section 15, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 4713 to 4725 West 55th Street and 5501 to 5523 South Keating Avenue.

Parcel 43.

Lots 1, 2, 3, 13, 14, and that part of Lot 31 described as follows: beginning at the northeast corner of said Lot 31, thence southwesterly along a curve, convey to the southeast, having a radius of 20 feet, to a point 15 feet west of the east line of said Lot 31 and 5 feet south of the north line of said Lot 31, thence west along a line parallel with the north line of said Lot 31 for a distance of 69 feet, thence southwesterly along a curve tangent to the last course, convey to the northwest having a radius of 188 feet to the west line of said Lot 31; thence north along the west line of said Lot 31 to the northwest corner of said Lot 31; thence east along the north line of said Lot 31 to the point of beginning, together with Lots 32 to 38 both inclusive in Block 6 to Fred K. H. Bartlett's City Addition being a Subdivision of the North three quarters (N. 3/4) of the West half (W. 1/2) of the West half (W. 1/2) of the Northwest quarter (N.W. 1/4) of Section 15, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 4701 to 4711 West 55th Street, 5529 to 5533 South Keating Avenue, and 5514 to 5534 South Kilpatrick Avenue.

Parcel 44.

Lot 12 in Block 6 in Fred K. H. Bartlett's City Addition, being a Subdivision of the North three quarters (N. 3/4) of the West half (W. 1/2) of the West half (W. 1/2) of the Northwest quarter (N.W. 1/4) of Section 15, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 5525 South Keating Avenue.

Parcel 45.

Lot 10 in Block 13 of Fred K. H. Bartlett's First Addition to City Addition in the West half (W.1/2) of the Northwest quarter (N.W.1/4) of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 5829 to 5843 South Cicero Avenue.

Parcel 46.

A parcel of land in the Southwest quarter (S.W.1/4) of the Northwest quarter (N.W.1/4) of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: to wit: commencing at Southwest corner of said Northwest quarter (N.W.1/4); thence North 171 feet along the West line of said Northwest quarter (N.W.1/4) to a point; thence Northeasterly from last described point on a curved line convex to the Southeast having a radius of 5,667.15 feet and which curved line is the Westerly line of a tract of land conveyed by F. Sturges and others to Chicago Title and Trust Company as trustee by deed dated May 19, 1914 and recorded June 4, 1914, as Document 5430425, the distance along the arc being 205.9 feet (long chord 205.89 feet) to a point which is 199.1 feet East of the West line of said Northwest quarter (N.W.1/4) and 225.5 feet North of the South line of said Northwest quarter (N.W.1/4); thence Northeasterly from last described point on a curved line convex to the Southeast having a radius of 1370.19 feet and which curved line is said Westerly line of tract of land conveyed by F. Sturges, a distance of 142.24 feet (long chord 142.18 feet) said point being 333.73 feet East of the West line of said Northwest quarter (N.W.1/4) (measured at right angles thereto); thence Southerly from last described point a distance of 272.63 feet more or less to a point in the South line of said Northwest quarter (N.W.1/4), which point is 333.78 feet East of the Southwest corner of said Northwest quarter (N.W.1/4); thence West from last described point 333.78 feet to the point of beginning (excepting from said premises those portions falling within streets or highways) in Cook County, Illinois. Commonly known as 5847 to 5859 South Cicero Avenue.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance.

In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

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

AUTHORITY GRANTED TO NEGOTIATE FOR ACQUISITION
OF PROPERTY AT 1849-1855 SOUTH LOOMIS
BOULEVARD FOR PARKING FACILITY
AT PILSEN BRANCH LIBRARY.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, to negotiate for the acquisition of property for a parking facility at Pilsen Branch Library.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago, that said City acquire for public use for the Chicago Public Library a parcel of property to be used for parking in conjunction with the Pilsen Branch Library; payment for the property to be made from Fund 471-6117-610; the property to be acquired described as follows:

Parcel 4

Lots 55, 56, and 57 in Steward's Subdivision of Block 7 in Johnstone and Lee's Subdivision of the Southwest quarter (S.W. 1/4) of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 1849-1855 South Loomis Boulevard.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance.

In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the name or residence of said owner or owners are unknown, or they are non-residents of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

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

AUTHORITY GRANTED TO NEGOTIATE FOR ACQUISITION OF
PROPERTY FOR ADDITIONAL PARKING FOR POLICE
V.C.D. INTELLIGENCE FACILITY.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, for acquisition of property to provide additional parking for the existing Police V.C.D. Intelligence facility.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Police, the following described property for additional parking necessary for the Police V.C.D. Intelligence Facility, located at 943 West Maxwell Street; payment for the property to be made under account 456-6257.

Parcel 1.

Lots 33 and 34 in Block 14 of Barron's Subdivision in Brand's Addition to Chicago, being the East half (E. 1/2) of the Northeast quarter (N.E. 1/4) of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian; said Subdivision being a Subdivision of Block 1, Block 3 (except the North 225 feet of the East 100 feet and the North 100 feet of the West 100 feet thereof), Block 5 and the North half (N. 1/2) of Block 6, Blocks 7, 9 and 14, the South three quarter (S. 3/4) of Block 15, the South one quarter (1/4) of Block 16, Block 18 and the West half (1/2) of Block 20, Blocks 21, 22 and the North part of Block 25 and Blocks 27, 29 and 30 (except the parts thereof belonging to the railroad company) in Cook County, Illinois. Commonly known as 1330 to 1332 South Sangamon Street.

Parcel 2.

Lot 8 in Block 14 of Barron's Subdivision in Brand's Addition to Chicago, being the East half (E. 1/2) of the Northeast quarter (N.E. 1/4) of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian; said Subdivision being a Subdivision of Block 1, Block 3 (except the North 225 feet of the East 100 feet and the North 100 feet of the West 100 feet thereof), Block 5 and the North half (N. 1/2) of Block 6, Blocks 7, 9 and 14, the South three quarter (S. 3/4) of Block 15, the South one quarter (1/4) of Block 16, Block 18 and the West half (1/2) of Block 20, Blocks 21, 22 and the North part of Block 25 and Blocks 27, 29 and 30 (except the parts thereof belonging to the railroad company) in Cook County, Illinois. Commonly known as 1349 South Morgan Street.

Parcel 3.

Lot 10 in Block 14 of Barron's Subdivision in Brand's Addition to Chicago, being the East half (E. 1/2) of the Northeast quarter (N.E. 1/4) of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian; said Subdivision being a Subdivision of Block 1, Block 3 (except the North 225 feet of the East 100 feet and the North 100 feet of the West 100 feet thereof), Block 5 and the North half (N. 1/2) of Block 6, Blocks 7, 9 and 14, the South three quarter (S. 3/4) of Block 15, the South one quarter (1/4) of Block 16, Block 18 and the West half (1/2) of Block 20, Blocks 21, 22 and the North part of Block 25 and Blocks 27, 29 and 30 (except the parts thereof belonging to the railroad company) in Cook County, Illinois. Commonly known as 1353 South Morgan Street.

Parcel 4.

Lots 11 to 15 both inclusive in Block 14 of Barron's Subdivision in Brand's Addition to Chicago, being the East half (E. 1/2) of the Northeast quarter (N.E. 1/4) of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian; said Subdivision being a Subdivision of Block 1, Block 3 (except the North 225 feet of the East 100 feet and the North 100 feet of the West 100 feet thereof), Block 5 and the North half (N. 1/2) of Block 6, Blocks 7, 9 and 14, the South three quarter (S. 3/4) of Block 15, the South one quarter (1/4) of Block 16, Block 18, and the West half (1/2) of Block 20, Blocks 21, 22 and the North part of Block 25 and Blocks 27, 29 and 30 (except the parts thereof belonging to the railroad company) in Cook County, Illinois. Commonly known as 1355 to 1363 South Morgan Street.

SECTION 2. The Commissioner of Public Works is authorized to negotiate with the owner or owners for the purchase of the property described above. In case the Commissioner of Public Works is able to agree with the owner or owners of said property upon the purchase price thereof, he is authorized to purchase said property subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the owner or owners of said property or any part thereof, upon the purchase price thereof, or in case the owner or owners or any of them are incapable of consenting to the sale thereof, or in case the names or residences of said owner or owners are unknown, or they are non-residents of the State of Illinois, the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantages, desirable and necessary to the City of Chicago for the uses and purposes set forth above.

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

APPROVAL OF PROPERTY ACQUISITION SETTLEMENT FOR
HOWARD DAN-RYAN TRANSIT IMPROVEMENT AT THE
SOUTHEAST CORNER OF CLARK AND 15TH
STREETS.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance for the acquisition of property necessary for the Howard-Dan Ryan Rapid Transit Improvement at a specified location.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On April 13, 1984, in Council Journal pages 6059 to and including 6068, the City Council of the City of Chicago ordained that it is useful, desirable and necessary to the City of Chicago, that said City acquire property for the Howard-Dan Ryan Rapid Transit Improvement, payment for said property to be made from Fund 051-6210-869; and

WHEREAS, Parcel 15 is located at the southeast corner of Clark and 15th Streets and legally described as stated in Exhibit A, which is attached hereto and incorporated by reference herein; and

WHEREAS, The owner of the property is the Chicago and Western Indiana Railroad Company; and

WHEREAS, The Commissioner of Public Works was by said ordinance authorized to negotiate for the acquisition of this parcel; and

WHEREAS, An agreement had been made with the owner of Parcel 15 for the acquiring of said parcel for the sum of \$53,500.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the sum of \$53,500.00, with accrued interest and court costs, if any, when approved by the Commissioner of Public Works.

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

Exhibit A attached to this ordinance reads as follows:

"EXHIBIT A."

Parcel 15.

That part of Blocks 30, 31, 32, and 33 in Assessor's Second Division of the East Fraction of the Northeast quarter (N.E. 1/4) of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, together with a part of each of Lots 34, 35, and 36 in Wilder's South Addition to Chicago in the Northeast quarter (N.E. 1/4) of aforesaid Section 21 described as follows: Commencing at the Southwest corner of Block 33 in Assessor's Second Division, aforesaid (said Southwest corner being 205.30 feet North from the South line of said Northeast quarter (N.E. 1/4) of Section 21), and running thence North 00° 09 minutes, 20 seconds West (Assumed) along the West line of said Block 33 a distance of 168.45 feet to an intersection with Northwesterly line of the piece or parcel of land conveyed to the Atchinson, Topeka and Santa Fe Railroad Company in Chicago by Deed recorded in the Recorder's Office of Cook County, Illinois on January 14, 1901 as Document 3053547, being the point of beginning for this parcel of land; thence North 57°, 08 minutes, 33 seconds East along said Northerly line, a distance of 241.89 feet to a deflection point in said Northwesterly line; thence North 55°, 53 minutes, 33 seconds East along said Northerly line, a distance of 160.35 feet to a point on the East line of said Lot 34 in Wilder's South Addition to Chicago, aforesaid, distance 25.95 feet South of the Northeast corner of said Lot 34; thence North 00°, 12 minutes, 20 seconds West along the East line of said Lot 34 a distance of 25.95 feet to the Northeast corner of said Lot 34; thence West along the North line of said Lot 34, (being the South line of West 15th Street), and the South line of West 15th Street a distance of 236.75 feet to the West line of Block 30 in Assessor's Second Division, aforesaid, thence South 00°, 09 minutes, 20 seconds East along the West line of Lots 30, 31, 32, and 33 in aforesaid Assessor's Division a distance of 246.26 feet to the point of beginning.

APPROVAL GIVEN FOR EASEMENT AGREEMENT AND
ACQUISITION PRICE OF PROPERTY FOR
ANCHOR POLE STATION 25 + 08 AS
PART OF MIDWAY AIRPORT
APPROACH SYSTEM.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass a proposed ordinance approving the execution of an easement agreement and the acquisition price for a Anchor Pole Station at the southeast corner of Midway Airport as part of the Midway Airport Approach System.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance dated May 30, 1984 at page 6843 of Council Journal, the City Council of the City of Chicago approved the acquisition of an easement for the operation of a light station as part of the Midway Airport Approach System over a portion of the following legally described premises:

Lots 14 to 18 in Block 20 in Crane Archer Avenue Home Addition to Chicago being a Subdivision of the Southeast 1/4 North of Archer Avenue in Section 8, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

WHEREAS, The property owner has accepted the amount of the City of Chicago's offer; and

WHEREAS, The acquisition price has been approved by the Federal Aviation Authority, who will pay 90% of the cost of acquisition; now, therefore,

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

SECTION 1. The easement agreement for the acquisition of the easement for Anchor Pole Station 25 + 08, which is attached hereto and made a part hereof, is hereby approved.

SECTION 2. The acquisition price of Two Thousand Two Hundred Eighty Dollars (\$2,280.00) is hereby approved.

SECTION 3. The Commissioner of Aviation is authorized and directed to execute said easement agreement and is further directed to record said instrument upon payment of the purchase price.

SECTION 4. That the City Comptroller is hereby directed and ordered to pay the said acquisition price from Fund No. 623-8653-540 to the named grantor.

SECTION 5. This ordinance shall take effect from and after its passage.

Grant of Easement attached to this ordinance reads as follows:

Grant of Easement.

This Indenture made this 9th day of December, 1985, between the First National Bank of DesPlaines, as Trustee under Trust Agreement dated June 3, 1974, and known as Trust No. 40651057, of 736 Lee Street, DesPlaines, Illinois, 60016, and Ralph Potokar and Michael J. Bird, all as beneficiaries thereunder, hereinafter referred to as the Grantors and the City of Chicago, a Municipal Corporation of the State of Illinois, 121 N. LaSalle Street, Chicago, Illinois, hereinafter referred to as the Grantee.

Witnesseth:

That the Grantors, for and in consideration of Two Thousand Two Hundred Eighty Dollars (\$2,280.00) and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated, does hereby grant unto Grantee, its successors and assigns, a perpetual easement on, under or over that portion of the following described land, which Grantors own in fee simple, designated as Parcel 1 legally described as follows:

Lots 14 to 18 in Block 20 in Crane Archer Avenue Home Addition to Chicago being a Subdivision of the Southeast 1/4 North of Archer Avenue in Section 8, Township 38 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois,

lying within the approach area of the Runway 13R-31L of Chicago Midway Airport, for the purposes of establishing a Runway Approach Light System, including light poles and cables, hereinafter referred to as the Light System:

Beginning at the Southeast corner of said Block 20 "A"; thence on a bearing of North 10° 00' 00", a distance of 125 feet; thence on a bearing of South 80° 00' 00" West, and on the Northerly line of Lots 10, 11, 12, 13, and 14 of said Block 20 "A", a distance of 102.0 feet; thence on a bearing of South 10° 00' 00" East, and parallel to the Easterly line of said Lot 14, a distance of 37.70 feet to center of pole; and commencing at the center of Anchor Pole Station No. 25 + 08 thence North 45° 00' 00" West a distance of 10.0 feet to the place of beginning; thence North 45° 00' 00" East a distance of 20 feet; thence South 45° 00' 00" East a distance of 12.0 feet; thence South 45° 00' 00" West a distance of 12.0 feet; thence North 45° 00' 00" West a distance of 12.0 feet; thence North 45° 00' 00" East a distance of 10.0 feet to the place of beginning; and continuing upward to a height of 45 feet.

1. For the use and benefit of the public, the right to establish, install, construct, use, maintain, replace, alter, repair and operate as part of said Light System, anchor pole station 25 + 08 to Runway 13R-31L of said Midway Airport, together with the right of flight and other such incidence of flight as may be inherent in the operation of aircraft over said easement taking off from, landing at or operating on said Midway Airport.

2. Grantors, their heirs, successors and assigns agree and covenant that they shall not hereafter erect, or permit the erection of any structure or growth of any tree or other object so as to interfere with the operation or maintenance of said Light System. Provided, however, that all trade or advertising signs now existing which will encroach upon said easement below the level of the lights of station 25 + 08 and which does not hinder the operation of said anchor pole station, obstruct the view of said anchor pole station from or present a hazard to approaching aircraft shall be exempt from this section.

3. Grantee shall have the continuing and perpetual right to enter upon the land of Grantors and remove, raze or destroy those portions of structures or objects, or to cut and remove trees, bushes, shrubs or other growth that encroaches and interferes with the operation and maintenance of said Light System. Provided, however, that this section shall not apply to trade or advertising signs existing prior to the installation of said Light System as described in Section 2.

4. Grantee shall have the continuing and perpetual right of ingress and egress for the above purposes and to maintain, replace, alter and repair said Light System.

5. Grantee shall restore and return Grantors' surrounding property to its original condition if said property is damaged or disturbed by the Grantee's establishment, installation, construction, use, maintenance, alteration, replacement, repair, operation and removal of said Light System.

6. Grantee shall at its own costs remove said Light System within 30 days of abandonment of said system. Notice of abandonment shall be given by Grantee to Grantors 30 days prior to said abandonment.

7. Grantee also covenants and agrees to indemnify, defend and save harmless Grantors from and against all cost and expense arising from, or in connection with any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantors may directly or indirectly suffer, sustain, or be subjected to by reasons of the establishment, installation, construction, use, maintenance, replacement, alteration, repair, operation, or removal of the Light System on, under, over, or from the property of Grantors, whether such damage be suffered or sustained by Grantors directly, or by its employees, patrons, or licensees, or other persons or entities, including Grantee, its employees and agents, who may seek to hold Grantors liable therefor, except when proved by Grantee to be due directly to the negligence of Grantors.

8. The legal description and plat of anchor pole station 25 + 08 are delineated in Exhibit "B" attached hereto and made a part hereof.

9. The City hereby reserves the right to transfer its authority to establish, install, construct, use, maintain, repair, replace and operate said light system to the Federal Aviation Authority or any other state, regional, or local agency or commission in existence or subsequently created and established which assumes operation, control, and/or jurisdiction over Chicago Midway Airport.

10. This Agreement is conditioned upon the acceptance and approval of the City Council of the City of Chicago.

11. All notices required to be given under this agreement shall be directed in writing to the Grantor, at: c/o John I. Hentzel, 6545 Ridge Road, Clarendon Hills, Illinois, 60514, and to the Grantee, directed to the Department of Law, Room 511, City Hall, 121 North LaSalle Street, Chicago, Illinois, 60602.

12. This Agreement shall be executed in triplicate, each of which is to be deemed an original.

To have and to hold said easement and all rights appertaining thereto in perpetuity unto the Grantee, its successors and assigns until said Chicago Midway Airport shall be abandoned and shall cease to be used for public purposes.

It is understood and agreed that these covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors and assigns of the Grantors.

In Witness Whereof, the Grantors have hereunto set their hands and seal this 9th day of December, 1985.

[Signature forms omitted for printing purposes.]

[Exhibit B printed on pages 30252 and 30253
of this Journal.]

STATE OF ILLINOIS)
COUNTY OF COOK)

ACCEPTANCE OF BIDS AUTHORIZED FOR PURCHASE OF
CITY-OWNED VACANT PROPERTY AT SUNDRY
LOCATIONS.

The Committee on Land Acquisition and Disposition submitted two proposed ordinances (under separate committee reports) authorizing acceptance of bids for the purchase of certain City-owned parcels of property.

On motion of Alderman Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

4253-4259 West Maypole Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Westside Habitat for Humanity, 367 North Karlov Avenue, Chicago, Illinois 60624 to purchase for the sum of \$6,200.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1986, pages 26276 and 26277 described as follows:

(Continued on page 30253)

EXHIBIT B

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 20 "A"; THENCE ON A BEARING OF NORTH $10^{\circ}00'00''$, A DISTANCE OF 125 FEET; THENCE ON A BEARING OF SOUTH $80^{\circ}00'00''$ WEST, AND ON THE NORTHERLY LINE OF LOTS 10, 11, 12, 13 AND 14 OF SAID BLOCK 20 "A", A DISTANCE OF 102.0 FEET; THENCE ON A BEARING OF SOUTH $10^{\circ}00'00''$ EAST, AND PARALLEL TO THE EASTERLY LINE OF SAID LOT 14, A DISTANCE OF 37.70 FEET TO CENTER OF POLE; AND

COMMENCING AT THE CENTER OF ANCHOR POLE STATION NO. 25 + 08 THENCE NORTH $45^{\circ}00'00''$ WEST A DISTANCE OF 10.0 FEET TO THE PLACE OF BEGINNING; THENCE NORTH $45^{\circ}00'00''$ EAST A DISTANCE OF 20 FEET; THENCE SOUTH $45^{\circ}00'00''$ EAST A DISTANCE OF 12.0 FEET; THENCE SOUTH $45^{\circ}00'00''$ WEST A DISTANCE OF 12.0 FEET; THENCE NORTH $45^{\circ}00'00''$ WEST A DISTANCE OF 12.0 FEET; THENCE NORTH $45^{\circ}00'00''$ EAST A DISTANCE OF 10.0 FEET TO THE PLACE OF BEGINNING; AND CONTINUING UPWARDS TO A HEIGHT OF 45 FEET

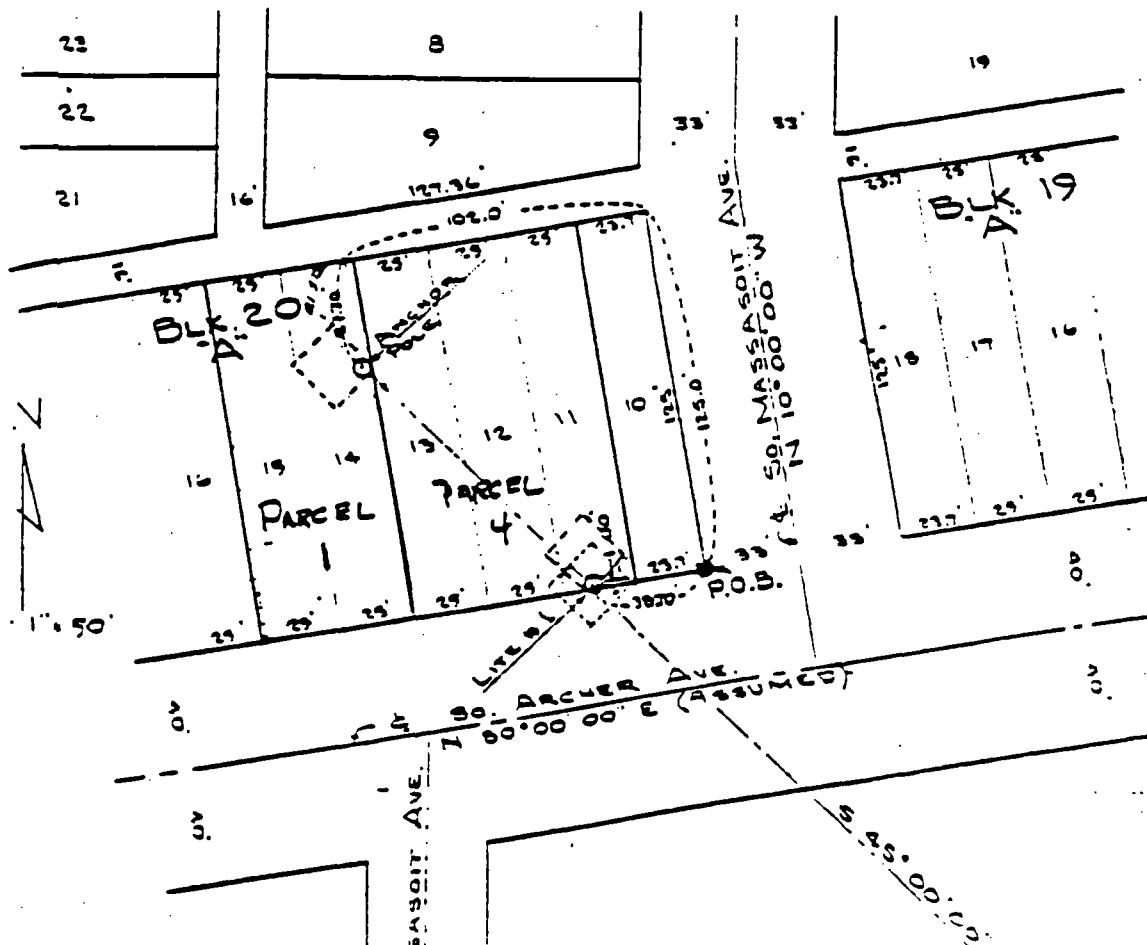
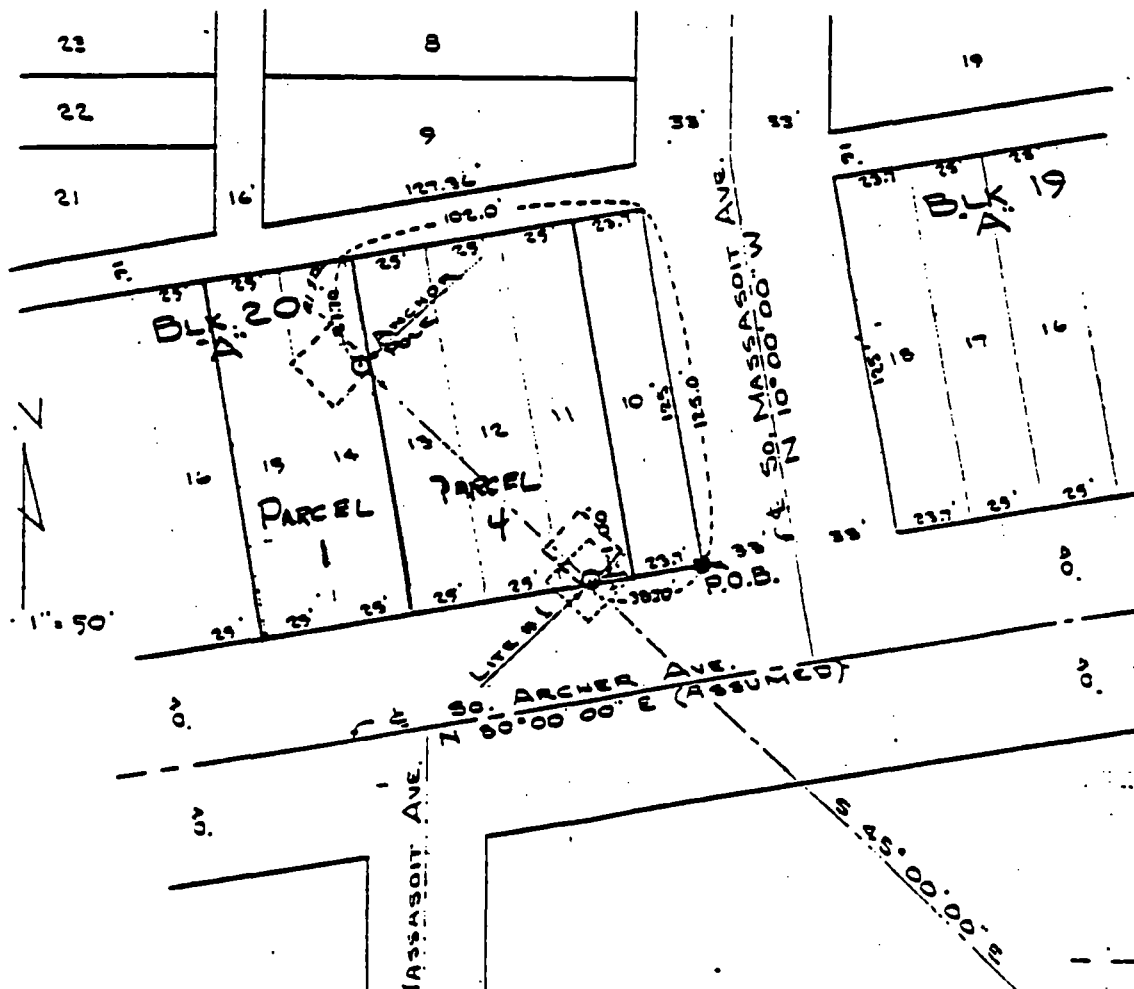


EXHIBIT B

BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 20 "A"; THENCE ON A BEARING OF NORTH $10^{\circ}00'00''$, A DISTANCE OF 125 FEET; THENCE ON A BEARING OF SOUTH $80^{\circ}00'00''$ WEST, AND ON THE NORTHERLY LINE OF LOTS 10, 11, 12, 13 AND 14 OF SAID BLOCK 20 "A", A DISTANCE OF 102.0 FEET; THENCE ON A BEARING OF SOUTH $10^{\circ}00'00''$ EAST, AND PARALLEL TO THE EASTERLY LINE OF SAID LOT 14, A DISTANCE OF 37.70 FEET TO CENTER OF POLE; AND

COMMENCING AT THE CENTER OF ANCHOR POLE STATION NO. 25 + 08 THENCE NORTH $45^{\circ}00'00''$ WEST A DISTANCE OF 10.0 FEET TO THE PLACE OF BEGINNING; THENCE NORTH $45^{\circ}00'00''$ EAST A DISTANCE OF 20 FEET; THENCE SOUTH $45^{\circ}00'00''$ EAST A DISTANCE OF 12.0 FEET; THENCE SOUTH $45^{\circ}00'00''$ WEST A DISTANCE OF 12.0 FEET; THENCE NORTH $45^{\circ}00'00''$ WEST A DISTANCE OF 12.0 FEET; THENCE NORTH $45^{\circ}00'00''$ EAST A DISTANCE OF 10.0 FEET TO THE PLACE OF BEGINNING; AND CONTINUING UPWARDS TO A HEIGHT OF 45 FEET



(Continued from page 30251)

Lots 4 and 5 in Barry and Forsyth's Resubdivision of Lots 17 to 24 in Block 19 in West Chicago Land Co.'s Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 4253-4259 West Maypole Avenue, Permanent Tax Nos. 16-10-414-001 and 16-10-414-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$620.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1515-1517 South Sawyer Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Silom Baptist Church, 3918 West Fillmore Street, Chicago, Illinois, 60624 to purchase for the sum of \$3,600.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 27, 1982, page 13172 described as follows:

Lots 41 and 42 in Block 8 in Circuit Court Partition of the East half of the Northeast quarter and that part of the East half of the Southeast quarter lying North of Ogden Avenue, in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1515-17 South Sawyer Avenue, Permanent Tax Nos. 16-23-229-006 and 007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$360.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BID AUTHORIZED FOR BOARD OF EDUCATION
PROPERTY AT 1820 WEST GRENSHAW STREET
(FORMERLY CREGIER VOCATIONAL
HIGH SCHOOL).

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Education of the City of Chicago is the owner of Cregier Vocational High School located at 1820 West Grenshaw Street, Chicago, Illinois, title to which pursuant to statute is held by the City of Chicago, In Trust For the Use of Schools; and

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held January 12, 1983, by vote of not less than two-thirds of the full membership of said Board of Education determined, that the aforesaid real estate hereinafter legally described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at its regular meeting held on April 30, 1986, by vote of not less than two-thirds of the full membership of said Board of Education determined that the aforesaid real estate hereinafter legally described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago to sell and convey to the State of Illinois Medical Center Commission, in accordance with the statute providing for the conveyance of real estate between municipal corporations, said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described real estate, to-wit:

Lot 77 to Lot 82, both inclusive, Lot 87 and all of Lots 102 to 108, both inclusive in Yeaton and Taylor's Subdivision of Blocks 5, 6 and 7 of Codwise's Subdivision of West half of South East quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

Also;

Sub-Lots 5 to 9, both inclusive, in Noyes and Galpin's Subdivision of Lots 62 to 64 and Lots 83 to 86, in Yeaton and Taylor's Subdivision of Blocks 5, 6, and 7 of Codwise's Subdivision of West half of South East quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

Also;

Sub-Lots 1 to 9, both inclusive, in Thomas Galpin Yeaton Street Subdivision of Lots 93 to 101 in Yeaton and Taylor's Subdivision of Blocks 5, 6 and 7 of Codwise's Subdivision of West half of South East quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

Also;

Sub-Lots 1 to 5, both inclusive, in John John's Resubdivision of Lots 88 to 92 in Yeaton and Taylor's Subdivision of Blocks 5, 6 and 7 of Codwise's Subdivision of West half of South East quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

Also;

The alley vacated by ordinance, Document #5366828, recorded, February 25, 1914,

which real estate is not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago.

SECTION 2. That the Mayor and the City Clerk of the City of Chicago be and they are hereby authorized and directed to execute a proper deed of conveyance of said described property, to the State of Illinois Medical Center Commission, upon the payment of said sale price of One Hundred Forty Thousand Dollars (\$140,000).

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

COMMITTEE ON LEASES.

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASES OF CERTAIN PROPERTY FOR MUNICIPAL PURPOSES.

The Committee on Leases submitted six proposed ordinances (under separate committee reports) authorizing the City Comptroller to lease specified parcels of property for use by City departments and agencies.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Department of Police.

Roosevelt Road and State Street Parking Facility.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, as lessor, a renewal of lease from the Dearborn Park Corporation (Limited Dividend), for approximately 37,800 square feet of paved parking space (being 540 feet along the West Side of State Street by a depth of 70 feet) on the Southwest corner of State Street and Roosevelt Road (excluding an area of approximately 100 square feet presently being used for a sign board) for the parking of official Police Department vehicles for the City of Chicago, Department of Police, as lessee, such lease to be approved by the Superintendent of the Department of Police, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 30258 of this Journal.]

LEASE--Short Form Lease No. 12015

Form C. O. No. 10

City of Chicago

This Agreement,

Made this..... day of.....

A. D. 1985, between Dearborn Park Corporation (Limited Dividend), as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 37,800 square feet of paved parking space (being 540 feet along the west side of State Street by a depth of 70 feet) on the Southwest corner of State Street and Roosevelt Road (excluding an area of approximately 100 square feet presently being used for a sign board for the parking of official Police Department vehicles for the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November A. D. 1985, and ending on the 31st day of October A. D. 1988. Lessee/ and Lessor have terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Dearborn Park Corporation, c/o George C. Jordan, 801 S. Plymouth Court, Unit 201, Chicago, IL 6060 or at such other place as the Lessor from time to time in writing may appoint.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Thousand Seven Hundred Fifty and no/100 (\$2,750.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made a Part
Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Chief Assistant Corporation Counsel
Director, Real Estate

By: Dearborn Park Corporation (Limited Dividend)
CITY OF CHICAGO

By: _____
Comptroller,

Approved: _____
Superintendent, Department of Police

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Director of Real Estate, City Comptroller's Office, 320 North Clark Street, Room 505, Chicago, Illinois, 60610, or at such other place as the Lessor from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations, or to Lessee as follows: Dearborn Park Corporation, c/o George C. Jordan, 801 South Plymouth Court, Unit 201, Chicago, Illinois 60605.

Lessee under this Lease shall:

Be liable for the construction or creation of its own driveways, as well as to the maintenance thereof, for access to the site;

Have the right to re-stripe the pavement to meet its needs;

Construct suitable barriers to identify boundaries and to prevent vehicle encroachment on to property other than demised premises;

Covenants and agrees to keep the demised premises free and clear of any and all liens in anyway arising out of the use thereof by the lessee, its employees, agents or servants;

Be responsible for the payment of all permits and/or license fees, required by any present or future statute or ordinance of the State of Illinois or the City of Chicago;

Use the demised premises solely for the private parking of police department motor vehicles, trucks and other similar vehicles belonging to or used by the Lessee in the operation of the incident to Lessee's business. Lessee covenants and agrees that the demised premises shall not be used for the public parking of motor vehicles and/or trucks for profit;

Lessee shall not (a) assign or convey this lease or any interest under it; (b) allow any transfer hereof or any lien upon Lessee's interest by operation of law; (c) sublet the premises or any part thereof; (d) permit the use or occupancy of the premises or any part thereof, by anyone other than Lessee and for those purposes specified in proceeding paragraph, without, in each and every case obtaining the prior written approval of the Lessor;

Provide and maintain public liability insurance in the amount of not less than \$1,000,000 per injury or death of any person; \$3,000,000 for injuries or death arising out of any one accident or occurrence and \$25,000 for property damage. Lessor shall be named as one of the insured parties.

Lessor under this Lease shall:

Pay real estate taxes, leasehold and other liens against said premises with deadlines established by governmental taxing bodies.

Additional Terms and Conditions:

In the event of breach of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this Lease immediately upon giving written notice by certified or registered mail to Lessor at address cited herein. Failure or neglect of Lessee to act upon breach of one or more of the covenants, terms and conditions, of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Department of Police/Beat Representative Program.

121 East 111th Street.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Jacob B. Thompson, as lessor, for approximately 1,100 square feet of office space located at 121 East 111th Street, for the Beat Representative Program/Department of Police, as lessee, such to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 30261 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

(Continued on page 30262)

5/30/86

REPORTS OF COMMITTEES

30261

LEASE-Short Form Lease No. 12002

Form C O No. 18

City of Chicago

This Agreement,

Made this..... day of.....

A. D. 1986, between Jacob B. Thompsonas Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,100 square feet of office space located on the ground floor at 121 East 111th Street for use by the Beat Representative Program/Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of March A. D. 1986, and ending on the 28th day of February A. D. 1989. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice to the lessor addressed as cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Jacob B. Thompson, 523 W. 111th St., Chicago, IL 60628 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Provision See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider Attached Hereto and Made a
Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: Chief Assistant Corporation Counsel
Director, Real Estate

By: Jacob B. Thompson

CITY OF CHICAGO

By: _____
Comptroller,

Approved: _____
Superintendent, Department of Police

(Continued from page 30260)

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Three Hundred Thirty and no/100 Dollars (\$330.00) per month for the period beginning on the 1st day of March, 1986 and ending on the 28th day of February, 1987;

Three Hundred Forty-five and no/100 Dollars (\$345.00) per month for the period beginning on the 1st day of March, 1987 and ending on the 28th day of February, 1988;

Three Hundred Fifty-five and no/100 Dollars (\$355.00) per month for the period beginning on the 1st day of March, 1988 and ending on the 28th day of February, 1989.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Jacob B. Thompson, 523 W. 111th Street, Chicago, Illinois 60628.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Paint entire office by August 1, 1986;

Repair or replace electrical fluorescent light fixtures;

Replace broken storm door;

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating equipment in good operable condition;

Provide and pay for hot and domestic water and maintain plumbing in good operable condition;

Provide air conditioning unit sufficient for comfortable occupation of premises and maintain air conditioning unit in good operable condition;

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant;

Maintain interior and exterior of building, including all maintenance of all mechanical components;

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises;

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises;

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies; permit any other City Department or Agency during term of this lease to use or occupy said premises as Administrative Office, said usage to be consistent with terms and conditions in said lease, upon approval in writing by Lessor;

Provide and maintain at all times public liability insurance of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for window air- conditioning;

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor;

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the

maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein;

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon ten (10) days notice by certified or registered mail to Lessor at address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Department of Police/Beat Representative Program.

4346 West 63rd Street.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Louis Kolegas and Frances Kolegas as Joint Tenants and not as Tenants in Common, as lessors, for approximately 981 square feet on the first floor as office space at 4346 West 63rd Street, for the Department of Police/Beat Representative Program, as lessee; such lease to be approved by the Superintendent of the Department of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 30265 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provision.

(Continued on page 30266)

5/30/86

REPORTS OF COMMITTEES

30265

LEASE-Short Form Lease No. 12023

Form C O No. 12

City of Chicago

This Agreement, Made this..... day of.....A. D. 19... between Louis Kolegas and Frances Kolegas as Joint Tenants and not Tenants in Common

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 981 square feet on the first (1st) floor as office space at 4346 West 63rd Street, for the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October A. D. 19 85, and ending on the 30th day of September A. D. 1986. Lessee has the right to terminate this lease thirty (30) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mr. & Mrs. Louis Kolegas, 10016 S. Parke Ave., Oak Lawn, IL 60453 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto And Made a Part Hereof.

Provisions See Rider Attached Hereto And Made a Part Hereof. For Rental Payment

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor shall comply with the provisions of the City of Chicago Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider

Attached Hereto And Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Director, _____
Real Estate 6603

Chief Assistant Corporation Counsel

By: _____
Louis Kolegas

By: _____
Frances Kolegas

By: _____
Comptroller,

Approved: _____
Superintendent, Department of Police

(Continued from page 30264)

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Five Hundred Forty and no/100 Dollars (\$540.00) per month for the period beginning on the 1st day of October, 1985 and ending on the 30th day of September, 1986:

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Mr. and Mrs. Louis Kolegas, 10016 South Parke Avenue, Oak Lawn, Illinois 60453.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for hot and domestic water and maintain plumbing in good operable condition;

Provide and pay for heat; maintain plant and equipment in good operable condition;

Provide central air conditioning in office space whenever required for comfortable occupancy;

Provide and pay for the maintenance of the interior and exterior of the building when necessary;

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies;

Provide and maintain at all times public liability insurance in the amount of \$300,000 per occurrence and \$300,000 aggregate bodily injury and \$100,000 per occurrence property damage; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this Lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and Pay for electricity as metered for all outlets, lights and air-conditioning;

Maintain air conditioning plant in good operable condition;

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind;

Additional Terms and Conditions:

In the event the Lessor should fail to furnish any of the substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts or negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or Building Code violations corrected and deduct the cost and expense thereon from rental herein due under this Lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of substantial breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Department of Police/Beat Representative Program.

5859 West Division Street.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Virgil Gottardo, Paul Gottardo and Margaret Wagner, as Tenants in Common, as Lessors, for approximately 1,140 square feet of office space located at 5859 West Division Street, for use by the Department of Police/Beat Representative Program, as Lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 30268 of this Journal.]

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

Rider attached to this ordinance reads as follows:

LEASE--Short form

Lease No. 12006

Form C. O. No. 19

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19____, between Virgil Gottardo, Paul Gottardo and Margaret Wagner as Tenants in Common

and the CITY OF CHICAGO, a Municipal Corporation, as Lessor.

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 1,140 square feet of office space located at 5859 West Division Street for the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1986, and ending on the 31st day of December A. D. 1987. Lessee has the right to terminate this lease upon thirty (30) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Joseph Klesken, Joseph Realty, 1 West Chicago Ave., Oak Park, IL 60302 for at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provision See Rider Attached

Hereto And Made A Part Hereof
Provisions See Rider Attached Hereto And Made A Part Hereof
Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A
Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
 Director, _____
 Chief Assistant Corporation Counsel
 Real Estate ~~XXXX~~

By: _____
 Joseph Klesken/Joseph Realty Corporation,
 Agent for Lessor

By: _____
 Comptroller,

Approved: _____
 Superintendent, Department of Police

*Rider.**Notification Provision.*

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Three Hundred Eighty and no/100 Dollars (\$380.00) per month for the period beginning on the 1st day of January, 1986 and ending on the 31st day of December, 1986;

Four Hundred and no/100 Dollars (\$400.00) per month for the period beginning on the 1st day of January, 1987 and ending on the 31st day of December, 1987;

Rent is payable in advance on the first day of each calendar month by the office of the City Comptroller to Joseph Klesken, Joseph Realty, 44 West Madison, Oak Park, Illinois 60302.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Repair the following items prior to execution of lease:

- Holes in walls;
- Broken or missing tiles on floor;
- Lighting fixtures in ceiling;

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition;

Provide and pay for hot and domestic water and maintain plumbing in good operable condition;

Provide for central air conditioning when necessary for comfortable occupation of premises and maintain said air conditioning unit in good operable condition;

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant;

Maintain exterior and interior of building, including maintenance of all mechanical components;

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises;

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises;

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies;

Provide and maintain at all times public liability insurance \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution;

Maintain interior and exterior of building, including all mechanical components.

Pay real estate taxes and other levies assessed against said premises within deadlines established by the governmental taxing bodies.

During the term of this lease provide and maintain at all times public liability insurance in the amount of \$300,000 combined single limit; with the Lessee to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee under this lease shall:

Pay for prorated share of electricity.

Provide and pay for plate glass insurance.

Provide for its own custodial service.

In the event of breach of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessor at address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and

conditions, of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Lessor and Lessee Responsibilities.

Additional Terms and Conditions:

In the event the Lessor should fail to furnish any alterations, repairs or services as required by this lease or fail to remove and/or correct any fire hazards or violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Permit any other City Department or Agency during term of this lease to use or occupy said premises as administrative office. Said usage to be consistent with terms and conditions in said lease.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for central air-conditioning.

Replace any broken plate glass on the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial service which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon ten (10) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Department of Police/Beat Representative Program.

3325 North Halsted Street.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Oscar O. Zeff and Orrien E. Zeff, as joint tenants with right of survivorship and as beneficiaries, under American National Bank and Trust Company, Trust, Trust No. 33448, dated October 8, 1974, as lessors, for approximately 910 square feet of ground floor office space located at 3325 North Halsted Street for use by the Department of Police/Beat Representative Program, as lessee, such lease to be approved by the Superintendent of Police, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 30273 of this Journal.]

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

Rider attached to this ordinance reads as follows:

5/30/86

REPORTS OF COMMITTEES

30273

LEASE-Short Form Lease No. 12024

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Oscar O. Zeff and Orrien E. Zeff, as joint tenants with right of survivorship
and as beneficiaries under American National Bank and Trust Co., Trust No. 33448, dated
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee: October 8, 1974

Witnesseth: That the Lessors does hereby lease to the Lessee the following described premises situated in the
City of Chicago, County of Cook and State of Illinois, to-wit: approximately 910 square feet of ground floor
office space located on the ground floor at 3325 North Halsted for the Department of
Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October
A. D. 1985, and ending on the 30th day of September A. D. 1987. Lessee has the right to
terminate this lease upon ninety (90) days prior written notice to lessor at address cited
herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
Chicago One Realty Inc., 1022 W. Belmont Ave., Chicago, IL 60657
to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto
and Made A Part Hereof.
Provisions See Rider Attached Hereto and Made A Part Hereof.
Assessments for water tax
levied against said premises for all or part of the term of this lease shall be paid by the Lessor
Lessor shall comply with the provisions of the Municipal Building Code.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's
own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall
refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is author-
ized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee See Rider
Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-
sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the
beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making
repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and
of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-
essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be
regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior
to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild
said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease
thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the
date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of
rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.
Approved, as to form and legality, except
as to property description and execution.

Approved: _____
Director, Real Estate

Approved: _____
Superintendent, Department of Police

Oscar O. Zeff & Orrien E. Zeff, as joint tenants
with right of survivorship, & as beneficiaries
under American National Bank & Trust Co., Trust,
Trust No. 33448, dated October 8, 1974.

By: _____
Oscar O. Zeff
By: _____
Orrien E. Zeff Comptroller,
By: _____
Comptroller

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Six Hundred Sixty and no/100 Dollars (\$660.00) per month for the period beginning on the 1st day of October, 1985 and ending on the 30th day of September, 1986.

Six Hundred Eighty and no/100 Dollars (\$680.00) per month for the period beginning on the 1st day of October, 1986 and ending on the 30th day of September, 1987.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Chicago One Realty Inc., 1022 West Belmont Avenue, Chicago, Illinois, 60657.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide one air conditioning unit and maintain the same.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance for the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this Lease shall:

Pay for electricity as metered, including electricity for window air- conditioning.

Provide and maintain plate glass insurance.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included:

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease or fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself and have the hazards or Building Code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of a breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions, of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Department of Water.

Hamlin and Wabansia Avenues.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from CMC Real Estate Corporation, as Lessor, for the property located at Hamlin and Wabansia Avenues for part of a pumping station and material yard for use by the Department of Water, as Lessee, such lease to be approved as to form and legality by the Corporation Counsel in substantially the following form:

This Indenture.

Made February 5, 1986, by and between CMC Real Estate Corporation, hereinafter called "Lessor", and City of Chicago, Illinois, hereinafter referred to as "Lessee",

Witnesseth:

Whereas, the Lessor, or its predecessors, heretofore on October 22, 1942, entered into a certain indenture of Lease bearing No. 52920, whereby, it leased, demised and let unto the Lessee certain of its property at the Station of Chicago, Illinois, to be used as a site for part of a pumping station and material yard, and more particularly described in said lease. (For legal description see attached Exhibit A); and

Whereas, said indenture of lease was drawn for a term ending December 31, 1947 and was extended for additional periods, the last of such extensions expiring on December 31, 1985. (See Exhibit B); and

Whereas, the parties hereto mutually desire to extend the term of said indenture of lease for a period of three (3) years from and after January 1, 1986;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is hereby agreed as follows:

1. That said indenture of lease is hereby extended for a term of three (3) years from January 1, 1986 at a rental of \$2,400.00 per annum payable annually in advance.
2. Lessee shall pay all taxes and assessments (except special assessments for permanent improvements) legally levied or assessed against said premises for the term hereof or of

any extension thereof; and in case of special assessments for permanent improvements, the annual rental will be increased by 12% of such assessment.

3. Notwithstanding the fact that this extension is for a term of three (3) years, either party hereto reserves the right to terminate the lease at any time by giving to the other party sixty (60) days' notice of a desire to do so, and in the event of such termination, any unearned rental shall be refunded.

4. All the terms, conditions and covenants of said indenture of lease hereby extended shall, during the term hereof, except as herein expressly modified, be binding upon Lessor, its successors and assigns, and upon the Lessee, its successors and assigns, heirs and legal representatives.

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

[Exhibits A and B printed on pages 30278
through 30280 of this Journal.]

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASE AGREEMENT
• WITH COLUMBUS-CUNEO-CABRINI MEDICAL CENTER FOR
USE OF CERTAIN CITY-OWNED PROPERTY.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the City Comptroller to execute a lease agreement between the City of Chicago and the Columbus-Cuneo-Cabrini Medical Center for use of certain City-owned property.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

(Continued on page 30281)

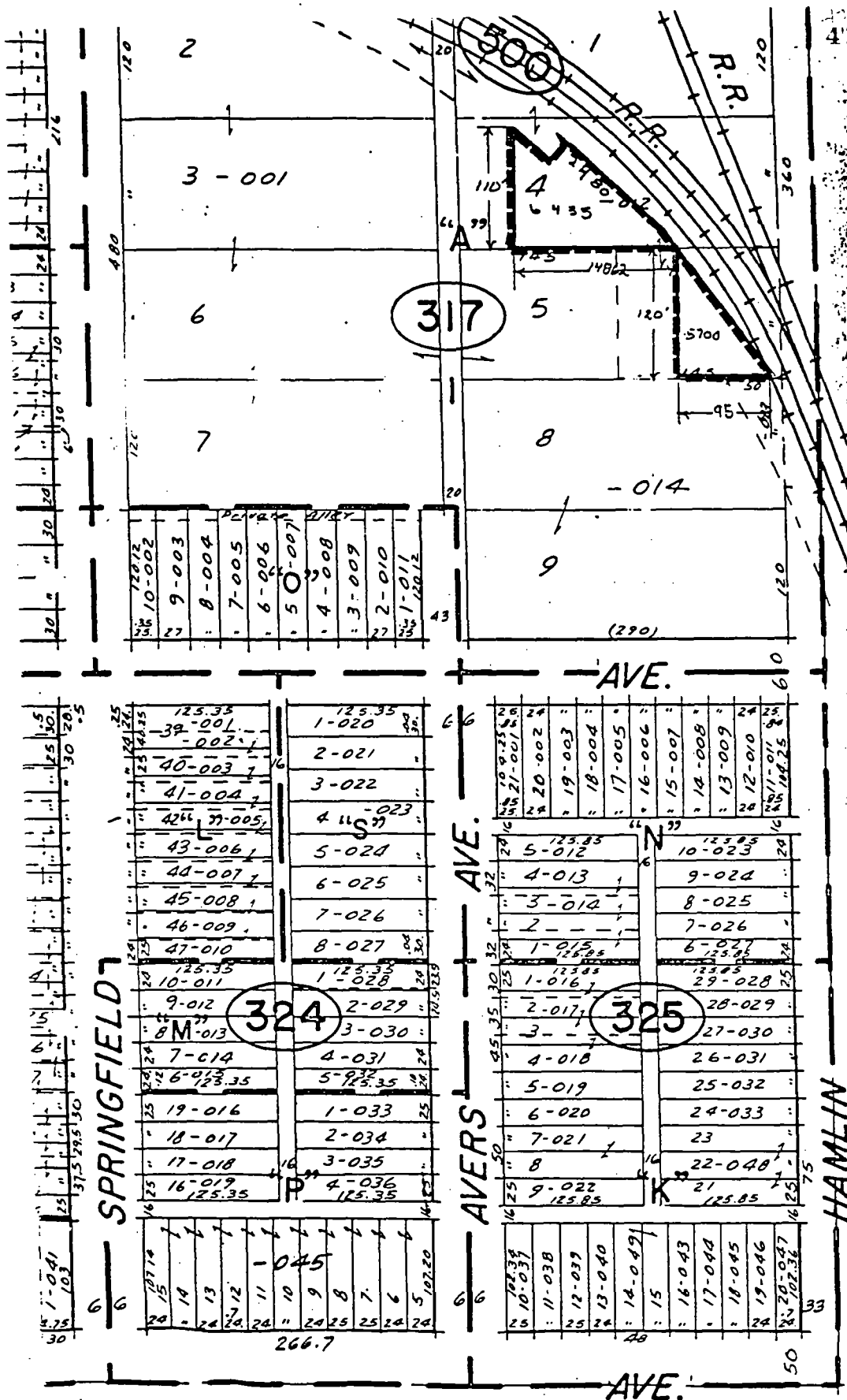
Hamlin & Wabansia
Department of Water
1/1/86 - 12/31/88

EXHIBIT A

LOCATION: Hamlin & Wabansia

START at the point of intersection of the north line of Wabansia Avenue and the west line of North Hamlin Avenue in the City of Chicago, in the County and State aforesaid, according to the recorded plat thereof; thence run north along the west line of North Hamlin Avenue 240 feet; thence west at right angles 46.62 feet to the point of beginning of the land to be described; thence continue west along said last described course 95 feet; thence north at right angles 120 feet; thence southeasterly on a straight line 153 feet to the place of beginning. EXCEPTING THEREFROM a strip of land 17' wide, being 8.5 feet on each side of the center line of the side track running across said premises.

ALSO START at the point of intersection aforesaid; thence run north along said west line of North Hamlin Avenue 360 feet; thence west at right angles 141.62 feet to the point of beginning of the land to be described; thence continue west along said last described course 148.62 feet; thence north at right angles 110 feet, more or less, to a point which is 9.5 feet southwesterly of and measured at right angles to the center line of the most southerly side track of the Milwaukee Trustees as now there laid and operated; thence southeasterly parallel to the center line of the Milwaukee Trustees' most westerly side track 46 feet; thence northeasterly at right angles 20 feet; thence southeasterly on a straight line to the place of beginning. EXCEPTING THEREFROM 2 strips of land being 8.5 feet on each side of the center lines of the side tracks running across said premises. ALL BEING A PART of the SW $\frac{1}{4}$ of Section 35, Township 40 North, Range 13 East, and containing 11,230 square feet, more or less, and more particularly outlined in red on the plat hereto attached and made a part hereof.



FORM 1.0, 25th REV.

EXHIBIT B

52020

City Lease No. 14024

EXTENSION OF LEASE NO

This Indenture

Made this 26th day of November, A.D. 1980, by and between
RICHARD B. OGILVIE
STANLEY E. G. HILLMAN as Trustee, of the property of
 CHICAGO, MILWAUKEE, ST. PAUL and PACIFIC RAILROAD COMPANY, Debtor
 hereinafter called the "Railroad Company," and

CITY OF CHICAGO

of Chicago, Illinois, hereinafter called the "Lessee,"

WITNESSETH:-

WHEREAS the Railroad Company, or its predecessors, heretofore on the 22nd day
 of October, 1942, entered into a certain indenture of Lease bearing No. 52020,
 whereby, it leased, demised and let unto The Lessee

certain of its property at the Station of Chicago, Illinois, to be used for part of a
purpise station and material yard

and more particularly described in said lease.

WHEREAS said indenture of lease was drawn for a term ending December 31, 1947
 and was extended for additional periods, the last of such extensions expiring on December 31, 1980

WHEREAS the parties hereto mutually desire to extend the term of said indenture of lease for a pe-
 riod of FIVE (5) years from and after the 1st day of January, 1981

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements
 of the parties hereto, it is hereby agreed as follows:

1. That said indenture of lease is hereby extended for a term of 5 years from the 1st
 day of January, 1981, at a rental of \$1,980.00 per annum.

2. Lessee shall pay all taxes and assessments (except special assessments for permanent improvements) le-
 gally levied or assessed against said premises for the term hereof or of any extension thereof, and in case of spe-
 cial assessments for permanent improvements, the annual rental will be increased by 8% of such assessment.

3. Notwithstanding the fact that this extension is for a term of FIVE (5) years, either party
 hereto reserves the right to terminate the lease at any time by giving to the other party sixty days' written notice
 of a desire so to do, and in the event of such termination, any unearned rental shall be refunded.

4. All the terms, conditions and covenants of said indenture of lease hereby extended shall, during the term
 hereof, except as herein expressly modified, be binding upon the Railroad Company, its successors and assigns,
 and upon the Lessee its successors and assigns, heirs and legal representatives.

This agreement is binding on RICHARD B. OGILVIE
Stanley E. G. Hillman, not as an individual,
 but solely in his capacity as Trustee.

STANLEY E. G. HILLMAN as Trustee, of the property of
 CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor

R.R. Brown
 WITNESS FOR RAILROAD COMPANY

By

STANLEY E. G. HILLMAN
 ASST. VICE PRESIDENT

Approved as to form and legality, except
 as to property description and execution:

BARBARA J. O'NEILL
 Assistant Corporation Counsel

Approved: [Signature]
 Assistant Comptroller, Real Estate

Approved: [Signature]
 Commissioner, Department of Water

Approved: [Signature]
 City Comptroller

(Continued from page 30277)

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, as lessor, a lease to Columbus-Cuneo Cabrini Medical Center, as lessee, for an irregularly shaped parcel of paved vacant land located at 750 W. Montrose containing approximately 3,307 square feet; such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease and Exhibit A printed on pages 30282 through
30283 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Director of Real Estate, City Comptroller's Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610, or at such other place as the Lessor from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said location, or to Lessee as follows: Columbus-Cuneo Cabrini Medical Center 2520 North Lakeview, Chicago, Illinois 60614.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Two Hundred no/100 Dollars (\$200.00) per month for the period beginning on the 1st day of January, 1986 and ending on the 31st day of December, 1986;

Two Hundred Fourteen and no/100 Dollars (\$214.00) per month for the period beginning on the 1st day of January, 1987 and ending on the 31st day of December, 1987;

Two Hundred Twenty-nine and no/100 Dollars (\$229.00) per month for the period beginning on the 1st day of January, 1988 and ending on the 31st day of December, 1988;

Two Hundred Forty-five and no/100 Dollars (\$245.00) per month for the period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1989;

(Continued on page 30284)

LEASE #20043 (ILLINOIS)

This Indenture, Made this _____ day of _____

A. D. 19 _____ Between _____

_____ party of the first part and the Columbus-Cuneo Cabrini Medical Center _____ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in Chicago County of Cook and State of Illinois, known and described as follows:

An irregular shaped parcel of vacant paved land located to the north and east of Cuneo Hospital at 750 W. Montrose containing approximately 3,307. See Exhibit "A" for Legal Description.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the _____ 1st day of _____ January _____ A. D. 19 86 until the _____ 31st day of _____ December _____ A. D. 19 90.

And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows: City Comptroller's Office, 121 N. LaSalle St., Room 501, City Hall, Chicago, Illinois, 60602. Rent according to provisions of Rider.

~~For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.~~

SECOND.—That it has examined and know the condition of said premises; and has received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at Lessee's own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For Additional Lessor and Lessee Responsibilities
See Rider Attached to and Made a Part Hereof.

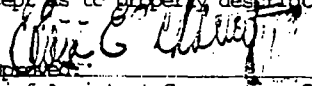
The party of the second part hereby irrevocably constitutes _____ of any attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality
except as to property description:

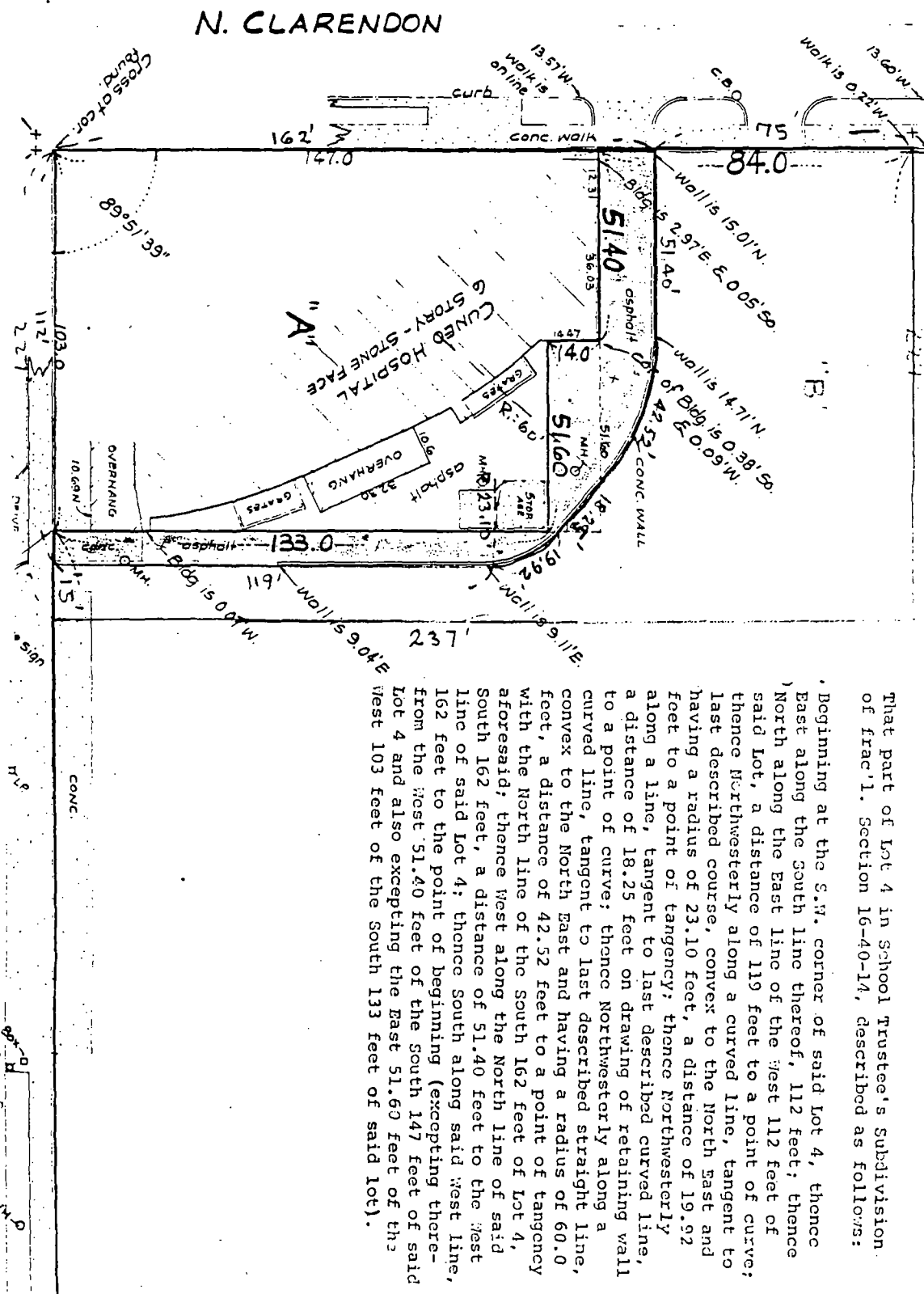

Approved: _____
Chief Assistant Corporation Counsel

By: _____ (SEAL)
Columbus-Cuneo Cabrini Medical Center

By: _____ (SEAL)
City Comptroller

Approved: _____
Director, _____ Real Estate

EXHIBIT "A"



(Continued from page 30281)

Two Hundred Sixty-two and no/100 Dollars (\$262.00) per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1990.

Lessee and Lessor Responsibilities.

Lessee under this lease shall:

Lessee has examined and knows the condition of said premises; and have received the same in good order, and that they will keep said premises in good repair during the term of this lease, at their own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

Lessee agrees at its own expense to construct and maintain a concrete retaining wall on outer perimeter of above property and to pave and maintain entire area.

Lessee shall pay in addition to the rental for said premises, all general taxes, leasehold taxes and special assessments, if any, assessed against or levied upon said premises or upon Lessee.

Lessee shall comply at all times with the provisions of the Municipal Building Code in the use of said premises.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof. Lessee shall be permitted to have fenced in oxygen tank on demised premises.

Lessee shall not construct any building or structures or make any improvements on said premises without receiving prior written consent of the Lessor.

Lessee shall be responsible for the payment of all permits or license fees, if any, required by and present, or future statute of the State of Illinois or ordinance of the City of Chicago.

Lessee agrees to indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason of or on account of damages to the property of the Lessor or injury to or death of any person, arising from Lessee's use and occupancy of and operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against Lessor for any cause for which

Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of use thereof by the Lessee, its employees, agents, or servants. Lessee further agrees that the Lessor shall not be liable, and Lessee waives all claims for damages to property or injury to any person resulting from any act of omission of Lessor, its agents, employees or servants.

Lessee shall not (a) assign or convey this lease or any interest under; (b) allow any transfer hereof or any lien upon Lessee's interest by operation of law; (c) sublet the premises or any interest thereof; (d) permit the use or occupation of the premises or any part thereof by anyone other than the Lessee without, in each and every case obtaining the prior written approval of the Lessor.

Lessor under this lease shall:

Lessor shall have the right, without obligation to inquire into validity thereof, at all times to pay taxes, assessments, water, rent or other charges herein agreed to be paid by Lessee, which shall remain unpaid after becoming payable and pay to, and redeem said premises from sales, liens, charges, and claims arising therefrom, and the amount so paid by Lessor, including responsible expenses, shall be so much additional rent due from Lessee to Lessor upon demand after such payment.

Lessor reserves the right of ingress to and egress from the premises demised herein have the right to terminate this lease upon thirty (30) days prior written notice after twenty-four months from execution of lease.

Additional Terms and Conditions:

In the event of a substantial breach of any of the covenants, terms and conditions contained herein by Lessee, Lessor shall have the right to immediately terminate this lease upon giving written notice by certified or registered mail to the Lessee at the address cited herein. Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such breach or any subsequent breach of any right created thereby.

In the case of termination of this lease by lapse of time or under any provision contained herein, all additions, extension, alterations and improvements to and upon the demised property whether made by Lessor or Lessee, shall at the option of the Lessor be and remain the property of Lessor without any obligation whatsoever upon Lessor to pay or allow to Lessee compensation or credit therefore, except as hereinafter expressly stated.

CITY COMPTROLLER AUTHORIZED TO EXECUTE LEASE
AGREEMENT WITH LAKESIDE GROUP-1986
FOR PROPERTY LOCATED AT
NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance, transmitted therewith, authorizing the City Comptroller to execute a lease agreement with Lakeside Group-1986 for property located at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to execute a lease on behalf of the City of Chicago, a Municipal Corporation, as Lessor, with the Lakeside Group-1986, a Limited Partnership D/B/A Chicago International Art Exhibition, as Lessee, for the entire East End, North Shed Building and South Shed Building located on Navy Pier, and the Kraft Parking Lot located at the South West end of Navy Pier to be used solely for the purpose of staging a Fine Arts Exhibition; such lease to be approved by the Commissioner of the Department of Public Works and the Commissioner of Economic Development and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

Lease Agreement for Navy Pier.

This Lease Agreement is made and entered into as of the _____ day of _____, 19 ____, by and between the City of Chicago, a municipal corporation, (hereinafter referred to as "Lessor") and Lakeside Group-1986, A Limited Partnership D/B/A Chicago International Art Exhibition, (hereafter referred to as "Lessee").

Witnesseth:

That Lessor, for and in consideration of the terms and conditions, both general and special, hereafter contained and made on the part of the Lessee, does hereby grant to Lessee for its sole and exclusive use, privileges hereafter described on premises at Navy Pier, such premises to be specifically defined in Part 2, attached hereto and incorporated by reference, foot of Grand Avenue, Chicago, Illinois (hereinafter referred to as "Pier").

This Agreement shall consist of two parts:

Part I - General Conditions

Part 2 - Special Conditions

numbered 1 to 5, including but not limited to, rental terms, fees, charges and insurance requirements, all of which are hereby incorporated herein and shall be binding on both parties.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

The following expressed stipulations and conditions are made a part of this Lease and are hereby assented to by the Lessee;

Part 1 General Conditions.

Article I.

This Agreement is subject and subordinate to:

Any existing or future Federal/State Statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which as been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

Lessor reserves the right to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

Lessee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this Lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the premises or any part thereof without the prior written consent of the Lessor.

In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligations of each such individual or other legal entity.

Article III.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the Lessor and Lessee, or as constituting the Lessee or any officer, owner, employee or agent of Lessee as agent, representative or employee of the Lessor for any purpose or in any manner whatsoever.

Article IV.

Lessee has examined the premises prior to, and as a condition precedent to the execution of this lease agreement, and is satisfied with the physical condition of the premises and the suitability of the premises for Lessee's intended use and accepts the premises in the condition they are in at the beginning of this lease. Lessee further acknowledges that Lessor has made no representations regarding the condition of the premises and, to the extent permitted by law, expressly waives any rights or claims against Lessor for any loss, cost, damage or expense arising out of the condition of the premises or their suitability for Lessee's intended use. Lessee agrees to pay to Lessor immediately upon demand, the sum or sums necessary to correct or repair any damage to the premises or any part thereof, or any damage to any building or any part thereof, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee, or any agents, guests or invitees of Lessee.

Lessee, at its own expense, shall keep the premises in a safe, sanitary and slightly condition and good repair, and shall restore and yield the premises back to Lessor upon the termination of this agreement in good condition and repair, ordinary wear and tear excepted.

Article V.

Lessee shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the prior consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures, whether structural or non-structural. In connection with any request to alter the premises, Commissioner may require submission of proposed designs, floor plans, construction plans, specifications, bonds, assurances and contract documents therefor and if approved may require that such alterations incorporate all or part of any such alterations within this agreement as attachments thereto.

Article VI.

Lessee agrees to occupy the premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies and all agencies thereof having jurisdiction over the premises, and Lessee shall observe and comply with all regulations which may be applicable to its operation or to the operations, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

Article VII.

Except for claims arising out of the acts caused by the affirmative negligence of the Lessor or its representatives, Lessee hereby agrees that it will, at all times, and at its own expense, indemnify, hold harmless from and defend the City of Chicago and the Public Building Commission, its officers, agents, agencies, departments and employees against any and all claims, suits, costs, including reasonable attorney's fees, and damages, both real and alleged, for injury to persons or property, and arising out of or in connection with the use or misuse of said premises. Lessee agrees to provide prepaid policies of insurance generally known as comprehensive public liability insurance, workmen's compensation for any and all employees of the Lessee and property damage insurance in amounts satisfactory to the Lessor. The insurance coverage shall be and remain in effect, during the entire term of the lease. All policies shall be taken with insurance companies authorized to do business in the State of Illinois and approved by the Comptroller of the City of Chicago. In addition, Lessee agrees to include the Lessor and the Public Building Commission of the City of Chicago as additional insureds on any and all insurance policies and to deliver to Lessor duplicate policies or certificates evidencing compliance herewith or evidence of payment of premium, upon execution of this Lease.

In any event, Lessee shall not exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Article VIII.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty either prior to or during the life of this agreement, whereby the premises shall be rendered untenable, then the Lessor shall have the right to repair or rebuild the premises, but shall not be obligated to do so. If the premises are not rendered tenable by Lessor, then this lease shall be deemed cancelled without liability on the part of Lessor, and any security deposit paid by Lessee shall be returned to him. Any cancellation shall be evidenced in writing.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees: provided that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Lessor or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Article X.

Lessee shall keep the leased premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefor by Lessor.

Article XI.

Lessee hereby agrees that, to the extent permitted by law, Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon other portions of the building of which the premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the premises is located.

Article XII.

Lessee shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

Article XIII.

To secure the faithful performance by Lessee of the covenants, conditions and agreements set forth in this lease to be performed by it, Lessee shall deposit the sum of \$500.00 with Lessor upon reserving the premises for a date certain. Said deposit will be non-refundable unless Lessor terminates this lease prior to the planned event. The deposit shall be applied to and used as payment toward the total amount due.

Article XIV.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XV.

It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

Article XVI.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XVII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XVIII.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XIX.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

Article XX.

The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this lease, and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this lease, or of said rules and regulations, now in existence, or which may hereafter be made, said Lessor, his agent or attorneys, may immediately re-enter said premises and dispossess Lessee without legal notice or the institution of any legal proceedings whatsoever. All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Article XXI.

Lessee, in performing under this Lease Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin or physical or mental handicap, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Lease Agreement.

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Lease Agreement.

Article XXII.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of this agreement.

Article XXIII.

Notice to Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at Lakeside Group - 1985, a Limited Partnership d/b/a Chicago International Art Exhibition, 600 North McClurg Court, Suite 1302A, Chicago, Illinois 60611.

Article XXIV.

No helium balloons permitted on subject premises.

Article XXV.

The obligations of Lessee contained in Articles IV and VII shall survive the expiration or sooner termination of this Lease.

*Part II - Special Conditions.***1. Premises**

Lessor does hereby grant to Lessee for its sole and exclusive use the following areas of Navy Pier.

The entire East End of the Pier:

Auditorium Building

Recreation Building

Shelter Building

Terminal Building

North Shed Building (52,800 square feet)

South Shed Building (52,800 square feet)

Kraft Lot/Parking

(South-West End of Navy Pier)

2. Purpose

Lessee shall use the demised premises for the purpose of:

Staging a Chicago International Fine Arts Exhibition and for no other purpose whatsoever.

3. Term

The term of this Agreement shall begin on the 6th day of May, 1986, at 12:01 A.M. and shall terminate on the 23rd day of May, 1986 at 11:59 P.M.

A) Set-Up Time/East End and Shed Areas

Lessee shall be allowed to use the demised premises for set-up only beginning on the 6th day of May, 1986 at 12:01 A.M. and shall terminate on the 7th day of May, 1986 at 11:59 P.M.

B) Break Down Time

Lessee shall be allowed to use the demised premises for Break Down time as follows:

1) East End of Pier

Break Down time shall begin on the 14th day of May, 1986 at 12:01 A.M. and shall terminate on the 16th day of May, 1986 at 11:59 P.M.

2) Shed Areas

Break down time shall begin on the 14th day of May, 1986 at 12:01 A.M. and shall terminate on the 23rd day of May, 1986 at 11:59 P.M.

C) The Art Exhibition shall commence on the 8th day of May, 1986 at 12:01 A.M. and shall terminate on the 13th day of May, 1986 at 11:59 P.M. During this time only will Lessee be allowed to use Kraft Parking Lot located at the South West End on Pier.

4. Rental and Estimated Operating Costs

Tenant shall pay Landlord as rent for the Auditorium, Recreation, Shelter, Terminal buildings, sheds and parking lot as well as deposits based on estimated operation costs as follows:

I. Base Rent - 6 day period (May 8/13, 1986):

A. East End of Pier

1. Auditorium	\$2,300	per day
2. Shelter Building	1,260	per day
3. Recreation Building	1,575	per day
4. Terminal Building	<u>1,260</u>	per day

\$6,395 per day X 6 days = \$38,370.00

5. Set-up Time Rent \$6,395 per day X 2 days = \$12,790.00

Total Rent for East End of Pier = \$51,160.00

6. Break Down Time N/C

B. Shed Areas

Base Rent - 6 day period (May 8/13, 1986):

1. North Shed	52,800 Sq. ft.	
2. South Shed	52,800 Sq. ft.	
3. Total square feet =	105,600	
4. \$0.3 per sq. ft. per day X 105,600 sq. ft. =	\$3,168.00	
per day		
5. \$3,168 per day X 6 days =		\$19,008
6. \$3,168 per day X 2 days (set -up) =		<u>\$6,336</u>
Total Shed Rental		\$25,344

C. Kraft/Parking Lot
\$400.00 per day X 3 days = \$1,200.00 parking rental

May 8, - 5:00 P.M. till 11:00 P.M.

May 10 and May 11 - 11:00 A.M. till 9:00 P.M..

Estimated Operating Costs

II. Utilities Expense

- A. Electric (May 6 - May 23) 18 days
Average KWH per day = 12,266
12,266 X 18 days X .08 per KWH = \$17,663.00
Electric Cost, \$17,663.00
- B. Gas (May 6-May 23) 18 days
Average therms per day = 950
950 X 18 days X .55 therm = \$9,405.00
Gas Cost, \$9,405.00
- C. Utility Expense Deposit = \$27,068.00

III. Support Personnel

- A. Operating Engineer, Group A time and half overtime cost only = \$27.67 an hour (regular rate = \$18.41)

Four Show days X 5 hours = 20 hours
20 hours X \$27.67 = \$553.40

Saturday/Sunday

Two show days X 8 hours = 16 hours
16 hours X \$36.82 = \$589.12

Engineer Deposit = \$1,142.52

- B. Two Electrical Mechanics

Thursday, Friday, Monday, Tuesday, (4:00 P.M. - 7:00 P.M.)

\$ 27.82 X 5 hours = \$139.10 per day
\$139.10 X 4 days = \$556.40
\$556.40 X 2 Electrical Mechanics = \$1,187.20

Saturday and Sunday

\$ 37.10 X 8 hours = \$296.80
\$296.80 x 2 days = \$593.60
\$593.60 X 2 Electrical Mechanics = \$1,187.20

Electrical Mechanic Deposit \$2,374.40

IV. Clean-Up/Repair/Break Down/Deposit

Deposit of Twenty Thousand Dollars and no/100 (\$20,000)
shall be payable in advance

Break Down Penalty

- A. East End Complex

In the event that Lessee has not vacated demised premises by May 16, 1986 at 11:59 P.M. Lessor will deduct \$5,000 per day from deposit until East End Complex is vacated.

- B. Shed Areas

In the event that Lessee has not vacated demised premises by May 23, 1986 at 11:59 P.M. Lessor will deduct \$2,500 per day until demised premises is vacated.

V. Summary

A. Rental Costs

East End	\$51,160.00
Shed Areas	\$25,344.00
Parking	<u>\$1,200.00</u>
Total Rent	\$77,704.00

B. Estimated Operating Costs

Utility Cost	\$27,068.00
Support Personnel	<u>\$3,518.00</u>
Total Estimated Operating Cost	\$30,586.00

C. Clean-Up/Repair/Breakdown

Deposit	\$20,000.00

Any repairs found necessary at Navy Pier and agreed to by the Commissioner of Public Works, shall be done at Tenant's own expense. Except for pedestrian ramp.

The payment and contracting for labor and material of said repairs is the sole responsibility of the tenants and all work to be performed is subject to the approval and standards set by the Department of Public Works.

Deposits and estimated operating cost shall be paid in advance.

Rental payment will be paid as follows:

\$20,000 at Execution of Lease
\$58,904 by June 1, 1986

Ramp

- A. It is the sole responsibility of the Lessee to repair the pedestrian ramp located at the West End of the Pier.
- B. Lessee will be solely responsible for all costs, material, and contractor fees except for the following:

Structural Steel to be delivered in stock length (paid by Lessor)
- C. Lessee will submit the following documentation to the Leasing Section of the City Comptroller's Office by June 1, 1986.
 1. Contractor's affidavit that consideration has been paid on ramp replacement.

2. Mechanics Lien Waivers from contractor and all his subcontractors that worked on ramp.
 3. Affidavit City of Chicago, Engineering Department that new ramp is substantially completed.
- D. If documentation stated in preceding paragraph is received by Comptroller's Office a Rent Abatement will be given to the Lessee in the following manner. (* See bottom of page)
1. Credit to Lessee on rental outstanding from Chicago International Art Exhibition (May 8-13, 1986).
 2. If credit is outstanding after giving rent abatement to Lessee from Chicago International Art Exhibition. Lessor will give balance of credit due to Lessee in the form of a rent abatement at Lessee's next scheduled event at Navy Pier.
- E. If documentation stated in paragraph C is not received by June 1, 1986 the balance of rent is due and payable upon demand and the Lessee will not be allowed to use Navy Pier for any other scheduled events until outstanding rental is paid.

VII. Option

If Pier is available for rental purposes. Lessee shall have the option to reserve Navy Pier from May 6, 1987 thru May 23, 1987 for the purpose of holding a similar event.

Lessor will give terms and conditions of proposed lease to Lessee no later than February, 1987.

Lessee must give written notice by United States Registered or Certified mail, postage prepaid, addressed to the Supervisor of Leasing, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations. Before January 1, 1987, if Lessee intends on exercising his option.

*Maximum contractors credit for ramp replacement will be \$118,500 dollars, no contractors extras will be credited except for lumber costs not to exceed \$8,000 dollars and cost of performance bond.

Payment of rent shall be *Certified Check* made payable to the "City of Chicago": and together with a Certificate of Insurance in the minimum of \$1,000,000 naming the City of Chicago as additional insured shall be mailed to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

5. Operations

A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Lessee, or at Lessees agents, employees, patrons, guests or any person admitted to said premises by Lessee, Lessor shall use clean up/repair deposit to restore said premises to their present condition. However, if deposit is not sufficient to restore said premises. Lessee upon demand will pay sum necessary to complete restoration.

Lessee agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner to maintain order and to protect persons and property.

B. Unless consent in writing from the Commissioner is first received, Lessee shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, napa or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.

C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Lessee. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers or other substances shall be thrown therein. Lessee will permit no chair or movable set to be or remain in the passageway which shall be kept clear at all times.

D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or that of his authorized representative shall be final.

E. Lessor shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or

entertainment given or held in the demised premises, and Lessee, or any other persons in Lessee's employ, shall not collect nor interfere with collection or custody of such articles.

F. Lessor reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner, his representatives, agents or policemen, the Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

G. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.

H. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Lessor.

I. Lessor shall provide at its own expense all ushers, crowd director, parking attendants and any security service required on the direction of the Commissioner.

J. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of Public Works.

K. Lessee has the right to employ a caterer of its choice to provide food and beverage service for said dinner.

L. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statutes.

M. Lessee shall pay for heat, utilities and normal custodial services where the City provides for additional services, the Lessee shall be billed separately for these.

N. Lessee shall supply own parking attendants for supervision of parking of automobiles at Kraft Lot.

O. Lessee acknowledges that no more than 3,500 persons will be allowed in Auditorium and Recreation Buildings at any one time during term of Lease.

In Witness Whereof, the parties hereto have caused this instrument to be signed in duplicates under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

CITY COMPTROLLER AUTHORIZED TO RENEW LEASE
AGREEMENT WITH MID-AUSTIN STEERING
COMMITTEE FOR CERTAIN
CITY-OWNED PROPERTY.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the City Comptroller to execute a renewal of lease between the City of Chicago and the Mid-Austin Steering Committee for the City of Chicago Fire Station located at 816 North Laramie Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the City of Chicago, as Lessor, for the City of Chicago Fire Station located at 816 North Laramie Avenue for use by the Mid- Austin Steering Committee, as Lessee, for a Community Service Center with said lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 30301 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider A.

Attached hereto and made a part hereof lease between the City of Chicago and the Mid-Austin Steering Committee for the use of a City of Chicago Fire Station located at 816 North Laramie Avenue for the purpose of a community service center.

(Continued on page 30302)

5/30/86

REPORTS OF COMMITTEES

30301

LEASE #20023 (ILLINOIS)

This Indenture, Made this _____ day of _____

A. D. 19 ____ Between City of Chicago, a Municipal Corporation _____

_____ party of the first part and Mid-Austin Steering Committee,
816 North Laramie Avenue, Chicago, Illinois, 60651, _____ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the
premises, situated in the City of Chicago _____ County of _____ Cook _____
and State of Illinois, known and described as follows:
City of Chicago Fire Station located at 816 North Laramie Avenue to be used
for the purpose of a community center.

TO HAVE AND TO HOLD the same, unto the party of the second part, for the period beginning the
1st day of June, A.D., 1986, or date of occupation, whichever occurs later, and
ending three (3) years from date on which the lease commences.
And the party of the second part in consideration of said demise, does covenant and agree with the
party of the first part as follows:

FIRST.—To pay to Lessor at the Office of the City Comptroller, 121 North LaSalle
Street, Room 501, Chicago, Illinois, 60602
as rent for said leased premises for said term the sum of One and no/100 _____ Dollars
Payable on June 1, 1986 or date of occupation.
(\$ 1.00)

SECOND.—That it has examined and know the condition of said premises; and has received the same in
good order and repair, and that he will keep said premises in good repair during the term of this lease, at
its own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good
condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written
consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said de-
mised premises, for and during the time for which this lease is granted.

For additional responsibilities of Lessor and Lessee see Rider "A" attached
hereto and made a part hereof.

The party of the second part hereby irrevocably constitutes _____ or any
attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any
of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial
by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns
for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party
of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may
be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty
Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a
consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of
the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to
forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, ter-
minate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises
by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply
and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality except
as to property description and
execution.

Chief Assistant Corporation Counsel

By: _____ (SEAL)
Mid-Austin Steering Committee

By: _____ (SEAL)
City Comptroller

By: _____ (SEAL)
Mayor Harold Washington

(Continued from page 30300)

- Fifth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Supervisor of Leasing, Real Estate, City Comptroller's Office, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessor from time to time in writing may appoint. Said notice or demand shall be deemed to have been served at the time a copy is received at said location.
- Sixth: Lessee shall pay any and all leasehold or use taxes on said premises, if levied.
- Seventh: Lessor may cancel said lease at any time by giving Lessee ninety (90) days prior written notice at said premises.
- Eighth: During the term of said lease the Lessee shall at its own expense keep in force landlord/tenant insurance for said premises in the amount of \$500,000.00 combined single limit with the City of Chicago named as an additional insured.
- Ninth: Lessee agrees to indemnify and hold the City harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from the City by reason or on account of damage to the property of the City or injury to or death of any person, arising from Lessee's use of occupancy of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgments, rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- Tenth: The Lessor may enter the premises and may exercise any or all of the foregoing rights hereby reserved upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.
- Eleventh: Lessor shall be responsible for making repairs and improvements of a substantial nature to the demised premises.
- Twelfth: Lessee shall provide its own daily custodial service.
- Thirteenth: Lessee agrees that in utilizing said premises that it shall not discriminate against any member of the public because of race, creed, color or national origin.

- Fourteenth: Lessee shall function as a civic organization operating the premises exclusively for the social welfare and the common good of the people of the community. Any activities on the premises must be limited to legitimate not-for-profit purposes. The promotion of social welfare does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. Lessee shall not use said premises for political or religious activities.
- Fifteenth: Lessee shall comply at all times with the provisions of the Municipal Code in the use of said premises.
- Sixteenth: Lessee shall pay all utility costs associated with the demised premises.
- Seventeenth: Lessee may conduct fund raising activities which do not require state or local licenses. *Lessee may not conduct any fund raising activities which involve the sale of alcohol or are based in any part on games of chance.* Lessee must make the demised premises available to other not-for-profit organizations for similar fund raising activities upon the request at times determined by the Lessee not to interfere with the Lessee's activities. Such permission will not be unreasonably withheld.
- Eighteenth: Lessee shall allow other not-for-profit organizations to use the demised premises for public meeting upon request at times determined by the Lessee not to interfere with the Lessee's activities. Such permission will not be unreasonably withheld.
- Nineteenth: Lessee may charge other not-for-profit organizations using the demised premises for fund raising activities or public meetings a nominal fee to cover only the costs associated with such usage, such fee to be approved by the Lessor. When the Lessee, or any other not-for-profit organization desires or intends to conduct a fund raising activity at the demised premises, the Lessee must notify the City of Chicago, Department of Finance, Real Estate Division, in writing, within fourteen (14) days of said activity. Notice shall specify the organization holding the activity, the reason for the activity, the nature of the activity, and a projection of the number of persons involved. After said activity, the City of Chicago has the right to audit the funds collected and their disposition.
- Twentieth: Lessee shall provide the Lessor with a quarterly report of all activities conducted on the demised premises and an annual report within thirty (30) days of lease expiration of funds raised through use of the demised premises.
- Twenty-first: Lessee shall not make any improvements to said premises without prior written consent of the City's Department of Finance and Public Works.

- Twenty-second: Lessee agrees that no alcoholic beverages of any kind or nature shall be sold, given away or consumed on the premises.
- Twenty-third: For any activity which the Lessee desires to conduct on the premises in which a license or permit is required, said license or permit must be obtained by the Lessee prior to using the premises for such activity. The City of Chicago must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this lease.

COMMITTEE ON LICENSE.

MUNICIPAL CODE CHAPTERS 28.3 AND 27 AMENDED CONCERNING HORSE DRAWN CARRIAGES.

The Committee on License submitted the following report:

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on License, to which was referred a proposed ordinance amending Chapter 28.3, Section 28.3-3 of the Municipal Code of Chicago on December 4, 1985 by Alderman Natarus, begs leave that Your Honorable Body do *Pass* the said proposed ordinance, transmitted herewith.

Your Committee on License, begs leave that Your Honorable Body do *Pass* an additional amendment to Chapter 27, Section 27-279.2 of the Municipal Code of Chicago offered by Alderman Natarus at the committee hearing that was held on May 29, 1986, regarding streets that are prohibited from the operation of the horse drawn carriages, transmitted herewith.

These recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

*Municipal Code Chapter 28.3, Section 28.3-3 Amended
Concerning Reduction of Horse Drawn
Carriage Licenses.*

WHEREAS, Horse-drawn carriages offer unique and romantic transportation attracting the attention and patronage of many tourists and citizens of Chicago; and

WHEREAS, The area where the carriages principally operate - the Near North Side - is one of the most congested business and residential districts in the City; and

WHEREAS, The risks of accident to pedestrians, motorists, and carriage passengers unavoidably increase with the number of slow less agile horse-drawn carriages competing on busy downtown streets with autos, express buses, and other commercial vehicles; and

WHEREAS, Two years ago the results of the competition between horse and machine were witnessed when a carriage horse, pulling a driver and two passengers on Michigan Avenue near Delaware Place, caught a front hoof in the rear bumper of a taxicab and was dragged through city traffic; and

WHEREAS, The large number of horses in a small, congested area accentuate sanitation and environmental problems as the complaints of neighborhood residents and business people duly attest; and

WHEREAS, The Mayor and the members of the City Council of the City of Chicago should strike a balance between the unique contributions made to this city by horse-drawn carriages and the health and safety problems that such carriages pose; now, therefore,

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

SECTION 1. That the Municipal Code of Chicago, Chapter 28.3, Article 3, Paragraph (d), is hereby amended by adding the italic language and deleting the language in brackets, to read as follows:

28.3-3 (d) No more than 40 [60] horse-drawn carriage licenses shall be issued, the public convenience and necessity requiring such limitation.

SECTION 2. This ordinance shall be in effect upon its passage.

*Municipal Code Chapter 27, Section 27-279.2 Amended
Concerning Prohibition of Horse Drawn
Carriages at Specified Locations.*

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

SECTION 1. That the Municipal Code of Chicago, Chapter 27, Section 3, paragraph 279.2, is hereby amended by adding the italic language and deleting the language in brackets to read as follows:

[(e) No horse drawn carriage shall be driven within the area bounded by Walton Street, Lake Shore Drive, Pearson Street and Seneca Street.]

(e) No horse drawn carriage shall be driven at any time on the following streets:

- (1) East Lake Shore Drive from North Michigan Avenue to North Lake Shore Drive.*
- (2) East Walton Street from North Mies van der Rohe Way to North Lake Shore Drive.*
- (3) East Chestnut Street from North Mies van der Rohe Way to North Lake Shore Drive.*
- (4) East Pearson Street from North Mies van der Rohe Way to North Lake Shore Drive.*
- (5) North Lake Shore Drive from East Lake Shore Drive to East Chicago Avenue.*

(f) No horse drawn carriage shall make a left turn at any time unto any City street.

SECTION 2. This ordinance shall be in effect upon its passage.

COMMITTEE ON MUNICIPAL CODE REVISION.

**AMENDMENT OF MUNICIPAL CODE CHAPTER 200.4, SECTION
200.4-1, CONCERNING PROVISIONS GOVERNING
CONTRACTOR CONSTRUCTED STREETS.**

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, May 21, 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 May 14, 1986) to amend Section 200.4-1 of the Municipal Code of Chicago by inserting therein certain language pertaining to street

improvement, 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.

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, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 200.4-1 of the Municipal Code of Chicago is hereby amended by inserting therein certain language in italics below, so that said section reads as follows:

200.4-1. The owners of fifty-one percent of the property abutting on any public way, or portion thereof, (a) that is unimproved, (b) that was improved by the Work Projects Administration and has not been reconstructed within minimum specifications established by the State of Illinois for construction of streets, or (c) that was originally *constructed or* improved by a private *contractor or* developer and does not meet minimum specifications established by the State of Illinois for the construction of streets may petition for the construction of a street on the public way. Such petition shall be filed with the Commissioner of Streets and Sanitation of the City of Chicago.

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

Rescinded -- AMENDMENT OF MUNICIPAL CODE SECTIONS 5-1
AND 26-5 CONCERNING CITY CLERK DUTIES AND
EXECUTION OF CONTRACTS.

The Committee on Municipal Code Revision submitted the following report:

CHICAGO, May 21, 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 June 28, 1983) to amend Section 5-1 [City Clerk Duties] and Section 26-5 [Execution of Contracts], begs leave to inform Your Honorable Body that the proponent, Alderman Bernard J. Hansen, requested that the said proposed ordinance, which is transmitted herewith, be rescinded.

Respectfully submitted,
(Signed) JEROME M. ORBACH,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance which was rescinded:

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

SECTION 1. That Section 5-1 of the Municipal Code of Chicago is hereby amended by adding thereto, after the last paragraph of said present section, two new paragraphs as underlined below:

5-1. The City Clerk shall, in addition to other duties imposed upon him by law, perform the following:

Make available to the public copies of all ordinances amending or proposing to amend annual appropriation ordinance of the City of Chicago.

Make available to public copies of all contracts involving an amount at or in excess of Fifty Thousand Dollars (\$50,000.00) taken in the name of the City.

26-5.

SECTION 2. That Section 26-5 of the Municipal Code of Chicago is hereby amended by striking therefrom certain language appearing in brackets below, and by inserting therein certain language in italics below:

26-5. All contracts and bonds shall be taken in the name of, and run to, the City. No contract shall be binding upon the City, nor shall any work contracted for be commenced, or any materials or supplies be delivered thereunder, until the contract, in the requisite number of copies, be executed. Of every contract one executed copy shall be filed and kept in the office of the Purchasing Agent, another in the office of the comptroller, [and] one shall be given to the contractor, and each contract involving an amount at or in excess of fifty thousand dollars shall be given to the City Clerk for dissemination to the public. The number of executed copies shall be more than [three] *four* when necessary.

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

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred (October 17, 1985 and April 23, 1986) three proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Grant to Melrose Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Melrose Restaurant

3233 North Broadway

583 square feet total area

Monday thru Sunday

8:00 A.M. to 11:00 P.M.

Compensation: \$583.00

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4: The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, and property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage: provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Grant to Moonraker Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Moonraker Restaurant

733 South Dearborn Street

200 square feet total area

Monday through Thursday:

11:00 A.M. to 11:00 P.M.

Friday and Saturday:

11:00 A.M. to Midnite

Sunday:

12:00 Noon to 9:00 P.M.

Compensation: \$280.00

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and City

Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done, by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be

continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

*Grant to The Board of Trustees of
University of Illinois.*

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

SECTION 1. Permission and authority are hereby given and granted to The Board of Trustees of the University of Illinois, upon the terms and subject to the conditions of this ordinance, to maintain and use utility conduits for electrical and electronic communications purposes, encased in concrete and installed at a depth of fifteen (15) feet along with two (2) sets of twelve (12) KV 3/c 500 M.C.M. primary cables, approximately ten (10) feet by one hundred twenty (120) feet as follows: commencing at the intersection of the west line of South Halsted Street thence south along said west line of Halsted Street distance of 113 feet to P.O.B., thence east at right angle to said west line of South Halsted Street a distance of 120 feet to the east line of Halsted Street, thence south along said east line 10 feet, thence west at right angle to the west line of Halsted Street a distance of 120 feet to the said west line of Halsted Street thence north along said west line ten (10) feet to P.O.B.; for a period of five (5) years from and after September 10, 1985.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this Section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in

any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage: provided, said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys, to which had been referred on October 9, November 6 and 20, December 11 and 17, 1985, January 30, February 26 and April 16, 1986, thirty-nine proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

LaSalle Street Press Building Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to LaSalle Street Press Building Corporation to maintain and use an existing canopy over the public right of way in West Ohio Street attached to the building or structure located at 325 West Ohio Street for a period of three (3) years from and after October 13, 1985 in accordance with the plans and specifications filed with the Commissioner of Public Works and

approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

McDonald's Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to McDonald's Corporation to construct, maintain and use a canopy over the public right of way in N. McClurg Ct. attached to the building or structure located at 645 N. McClurg Ct. for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Plitt Theaters, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Plitt Theatres, Inc. to maintain and use an existing canopy over the public right of way in East Oak Street attached to the building or structure located at 58-68 East Oak Street for a period of three (3) years from and after December 3, 1985 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 59 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Eighty-four and no/100 Dollars (\$84.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Lake Shore National Bank, Tr. U/T 4967: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Lake Shore National Bank, Tr. U/T 4967 to maintain and use an existing canopy over the public right of way in East Huron Street attached to the building or structure located at 160 East Huron Street for a period of three (3) years from and after November 13, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 37 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-two and no/100 Dollars (\$62.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Prince Realty: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Prince Realty to construct, maintain and use a canopy over the public right of way in West Erie Street attached to the building or structure located at 357 West Erie Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 11 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Hana East, Incorporated: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hana East, Incorporated to maintain and use an existing canopy over the public right of way in East Ohio Street attached to the building or structure located at 210 East Ohio Street for a period of three (3) years from and after January 1, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Q-G Company, Ltd., d/b/a/ Won Kow Restaurant: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Q-G Company, Ltd. d/b/a Won Kow Restaurant to maintain and use an existing canopy over the public right of way in South Wentworth Avenue attached to the building or structure located at 2233-2239 South Wentworth Avenue for a period of three (3) years from and after January 1, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The Standard Club: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Standard Club to maintain and use an existing canopy over the public right of way in South Plymouth Court attached to the building or structure located at 320 South Plymouth Court for a period of three (3) years from and after January 1, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Kassel Provision Company, Incorporated: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Kassel Provision Company, Incorporated to maintain and use an existing canopy over the public right of way in Fulton Street attached to the building or structure located at 657 Fulton Street for a period of three (3) years from and after November 30, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 90 feet in length, nor 15 feet in width: Upon the

filing of the acceptance and bond and payment of One Hundred Fifteen and no/100 Dollars (\$115.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Dorothy Hawkins: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Dorothy Hawkins to maintain and use an existing canopy over the public right of way in North Lincoln Avenue attached to the building or structure located at 5115 North Lincoln Avenue for a period of three (3) years from and after December 30, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 40 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-five and no/100 Dollars (\$65.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The Covenant Club of Illinois: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Covenant Club of Illinois to maintain and use an existing canopy over the public right of way in North Dearborn Street attached to the building or structure located at 10 North Dearborn Street for a period of three (3) years from and after January 1, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Two Cousin's Incorporated, d/b/a McDonald's: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Two Cousin's Incorporated, d/b/a McDonald's to maintain and use an existing canopy over the

public right of way in North State Street attached to the building or structure located at 1124 North State Street for a period of three (3) years from and after November 12, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Charles W. Anderson Funeral Home: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Charles W. Anderson Funeral Home to maintain and use an existing canopy over the public right of way in West Armitage Avenue attached to the building or structure located at 4325 West Armitage Avenue for a period of three (3) years from and after August 3, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Heritage County Bank and Trust No. 2641 dated January 9, 1984:
Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Heritage County Bank and Trust No. 2641 dated January 9, 1984 to construct, maintain and use a canopy over the public right of way in South Western Avenue attached to the building or structure located at 11047 South Western Avenue for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 83 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Eight and no/100 Dollars (\$108.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Fred Freeman: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Fred Freeman to maintain and use an existing canopy over the public right of way in North Milwaukee Avenue attached to the building or structure located at 5391 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 18 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Krause Funeral Home, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Krause Funeral Home, Incorporated to maintain and use an existing canopy over the public right of way in North Lincoln Avenue attached to the building or structure located at 3905-3907 North Lincoln Avenue for a period of three (3) years from and after December 31, 1985 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The New Gaslight Lounge: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The New Gaslight Lounge to maintain and use an existing canopy over the public right of way in West Howard Street attached to the building or structure located at 1547 West Howard Street for a period of three (3) years from and after January 1, 1986 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any

personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Chicago Title and Trust Company, Trust No. 1087386: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Chicago Title and Trust Co. Trust No. 1087386 to maintain and use an existing canopy over the public right of way in West Pratt Avenue attached to the building or structure located at 1246 West Pratt Avenue for a period of three (3) years from and after November 15, 1985 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 30 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-five and no/100 Dollars (\$55.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Gerald Freeman d/b/a Gulliver's Restaurant: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Gerald Freeman owner of Gulliver's Restaurant to maintain and use an existing canopy over the public right-of-way in West Howard Street attached to the building or structure located at 2727 West Howard Street for a period of three (3) years from and after September 15, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 75 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Hans Schmidt: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Hans Schmidt to maintain and use three (3) existing canopies over the public right-of-way in North Western Avenue attached to the building or structure located at 7012-7014-7016 North Western Avenue for a period of three (3) years from and after October 27, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 15 feet, 15 feet and 15 feet

respectively in length, nor 2 feet, 2 feet and 2 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittees shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The Embassy Apartments: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Embassy Apartments to maintain and use an existing canopy over the public right-of-way in North Pine Grove Avenue attached to the building or structure located at 2756 North Pine Grove Avenue for a period of three (3) years from and after November 3, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 18 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Dayton Realty Ltd.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Dayton Realty Ltd. to construct, maintain and use a canopy over the public right-of-way in North Halsted Street attached to the building or structure located at 1959 North Halsted Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 29 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-four and no/100 Dollars (\$54.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Maximiliano Gonzalez: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Maximiliano Gonzalez to construct, maintain and use a canopy over the public right-of-way in North Halsted Street attached to the building or structure located at 1972 North Halsted Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 13 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Little Jim's, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Little Jim's, Incorporated to construct, maintain and use a canopy over the public right of way in North Halsted Street attached to the building or structure located at 3501 North Halsted Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 42 feet in length, nor 18 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-seven and no/100 Dollars (\$67.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Sears, Roebuck and Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sears, Roebuck and Company to maintain and use an existing canopy over the public right of way in South Franklin Street attached to the building or structure located at 250 South Franklin Street for a period of three (3) years from and after December 22, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 75 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Hyatt Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hyatt Corporation to maintain and use an existing canopy over the public right of way in East Wacker Drive attached to the building or structure located at 151 East Wacker Drive for a period of three (3) years from and after November 13, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 150 feet in length, nor 20 feet in width. Upon the filing of the acceptance and bond and payment of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Michigan Avenue National Bank of Chicago: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Michigan Avenue National Bank of Chicago to maintain and use an existing canopy over the public right of way in North Michigan Avenue attached to the building or structure located at 30 North Michigan Avenue for a period of three (3) years from and after January 20, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 17 feet in length, nor 12 feet in width. Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Express Lane Pizza, Incorporated: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Express Lane Pizza, Incorporated to construct, maintain and use a canopy over the public right of way in North Wells Street attached to the building or structure located at 120 North Wells Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 13 feet in length, nor 3 feet in width. Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,

maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

John R. Morreale Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to John R. Morreale Company to maintain and use an existing canopy over the public right of way in North Peoria Street attached to the building or structure located at 216 North Peoria Street for a period of three (3) years from and after November 15, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 48 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-three and no/100 Dollars (\$73.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Potpourri: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Potpourri to construct, maintain and use a canopy over the public right of way in West Fullerton Avenue attached to the building or structure located at 3807 West Fullerton Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 17 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopy. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Benson Funeral Home: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Benson Funeral Home to maintain and use an existing canopy over the public right of way in West Montrose Avenue attached to the building or structure located at 3224 West Montrose Avenue for a period of three (3) years from and after January 1, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of

Fire Prevention, said canopy not to exceed 9 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Alfred A. Moss and Ruth W. Moss: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Alfred A. Moss and Ruth W. Moss to maintain and use an existing canopy over the public right of way in West 63rd Street attached to the building or structure located at 1208 West 63rd Street for a period of three (3) years from and after December 15, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Nelson Brothers Furniture Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Nelson Brothers Furniture Corporation to maintain and use an existing canopy over the public right of way in South Halsted Street attached to the building or structure located at 6535 South Halsted Street for a period of three (3) years from and after December 30, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 185 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Two Hundred Ten and no/100 Dollars (\$210.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Forman Realty Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Forman Realty Corporation to maintain and use an existing canopy over the public right of way in West Sherwin Avenue attached to the building or structure located at 1209 West Sherwin

Avenue for a period of three (3) years from and after January 1, 1985 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

John V. May Funeral Home: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to John V. May Funeral Home to maintain and use two existing canopies over the public right of way in North Milwaukee Avenue attached to the building or structure located at 4553-4561 North Milwaukee Avenue for a period of three (3) years from and after January 1, 1983 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 16 feet and 10 feet respectively in length, nor 12 feet and 11 feet respectively, in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittees shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Michael Stuart's of Chicago Limited: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Michael Stuart's of Chicago Ltd. to construct, maintain and use a canopy over the public right of way in West Adams Street attached to the building or structure located at 200 West Adams Street for a period of three (3) years from and after date of passage of this order in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

New Process Baking Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to New Process Baking Company to construct, maintain and use a new canopy over the public right of way in North Milwaukee Avenue attached to the building or structure located at 3230 North Milwaukee Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 45 feet in length, nor 1 foot in width: Upon the filing of the acceptance and bond and payment of Seventy and no/100 Dollars (\$70.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

M. O. Enterprises, Incorporated; d/b/a Hunter's: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to M. O. Enterprises, Incorporated d/b/a Hunter's to construct, maintain and use four (4) canopies over the public right of way in North Clark Street attached to the building or structure located at 2585 North Clark Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 3 at 7 feet and 1 at 35 feet respectively, in length, nor 4 at 2 feet in width: Upon the filing of the acceptance and bond and payment of Two Hundred Ten and no/100 Dollars (\$210.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

GRANT OF PRIVILEGE TO 50 EAST BELLEVUE PLACE
CONDOMINIUM ASSOCIATION AMENDED
CONCERNING CONSTRUCTION AND
MAINTENANCE OF CANOPY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the ordinance passed by the City Council on November 20, 1985, granting permission to 50 East Bellevue Place Condominium Association, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a canopy over the public way in East Bellevue Place -- be and the same is hereby amended by striking out of Section 1., as printed, the following:

"not to exceed thirteen feet in length"

and inserting in lieu thereof:

"not to exceed twenty feet in length"

"nor one foot in width"

and inserting in lieu thereof:

"nor three feet in width".

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 47.

Nays -- None.

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

PUBLIC ALLEYS VACATED IN AREA BOUNDED BY
WEST 36TH STREET, WEST 36TH PLACE,
SOUTH KEDZIE AND SOUTH
ALBANY AVENUES.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of public alley described in the following ordinance; now therefore,

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

SECTION 1. That all that part of the east-west 16 foot public alley lying south of the south line of Lots 11 to 23, both inclusive; lying north of the north line of Lots 34 to 46, both inclusive; lying west of a line drawn from the southeast corner of Lot 11, to the northeast corner of Lot 46; and lying east of a line drawn from the southwest corner of Lot 23 to the northwest corner of Lot 34, all in Block 6 in Adam Smith's Subdivision of the S. 1/2 of the N. 1/2 of the S.W. 1/4 and the S.W. 1/4 of the S.W. 1/4 of Section 36, Township 39 North, Range 13 East of the Third Principal Meridian;

also

all that part of the north-south 16 foot public alley lying west of the west line of Lot 23 and west of a line drawn from the southwest corner of Lot 23 to the northwest corner of Lot 34; lying east of the east line of lots 24 to 29, both inclusive; lying south of a line drawn from the northwest corner of Lot 23 to the northeast corner of Lot 24; and lying north of the north line of Lot 34 produced west 16 feet being the north line of the vacated 16 foot alley lying between Lots 30 to 34, both inclusive, all in Block 6 in Adam Smith's Subdivision aforementioned; said public alley and part of public alley herein vacated being further described as the north 141.45 feet of the first north-south 16 foot public alley east of S. Kedzie Avenue, together with all of the east-west 16 foot public alley in the block bounded by W. 36th Street, W. 36th Place, S. Kedzie Avenue, and S. Albany Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the public alleys as herein vacated, with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, LaSalle National Bank, As Trustee, Trust No. 103528, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said public alley and part of public alley hereby vacated, the sum of Five Thousand Two Hundred and no/100 Dollars (\$5,200.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the north-south public alley hereby vacated, similar to the sidewalk and curb in West 36th Street. The

precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, As Trustee, Trust No. 103528, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 30334
of this Journal.]

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, -- 44.

Nays -- Aldermen Roti, Huels, Natarus, Stone -- 4.

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

PUBLIC ALLEY VACATED IN AREA BOUNDED BY
WEST 64TH PLACE, WEST 65TH STREET,
SOUTH MEADE AND SOUTH
AUSTIN AVENUES.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

(Continued on page 30335)

"A"

Adam Smith's Sub. of S. 1/2 N. 1/2 S.W. 1/4 and the SW. 1/4 of
SW. 1/4 Sec. 36-39-13
Rec. Mar. 20, 1873. Doc. 88566

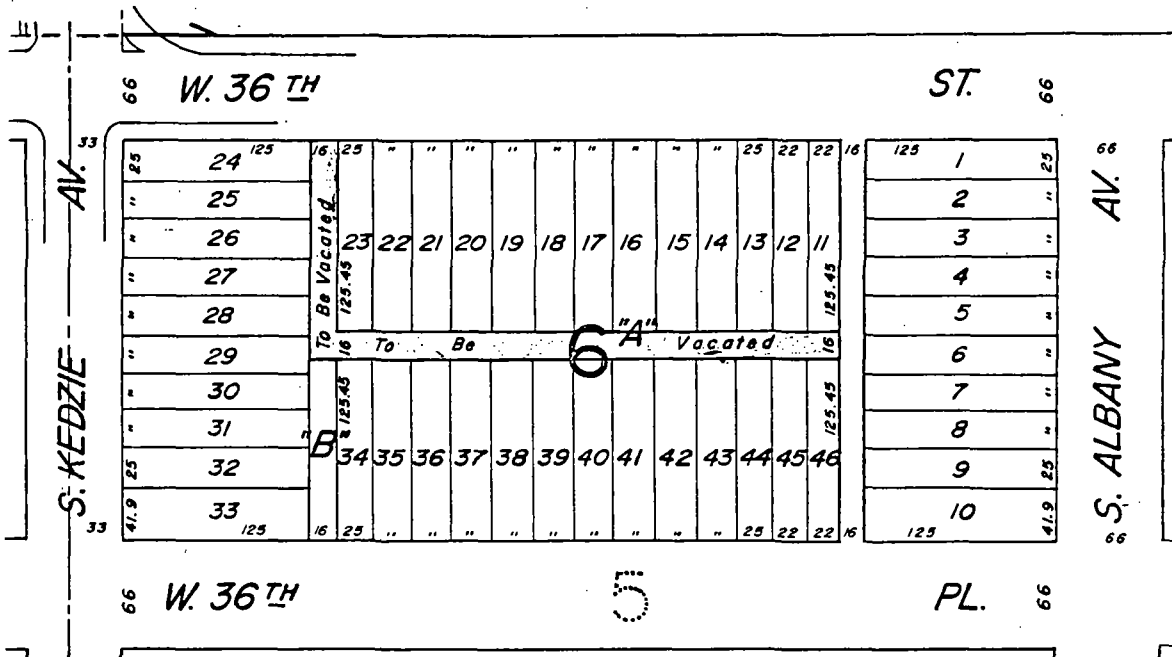
Doc. 88566

"B"

*Vacated by Ordinance Passed July 11, 1966.
Rec. Aug. 26, 1966*

Doc.19927698

DR. No. 36-12-85-959



(Continued from page 30333)

SECTION 1. That all that part of the north-south public alley lying west and southwesterly of the west and southwesterly lines of Lots 6, 7, 8, 9, and 10; lying east of the east line of Lot 11; lying south of a line drawn from the intersection of the north line of the south half of Lot 11 and the east line of lot 11, to the northwest corner of Lot 6; and lying north of a line drawn from the southwest corner of Lot 10 to the southeast corner of Lot 11 all in Block 4 in Frederick H. Barlett's Chicago Highlands in the N.W. 1/4 of Section 20, Township 38 North, Range 13 East of the Third Principal Meridian: said public way herein vacated being further described as the south 132 feet, more or less, of the north-south public alley in the block bounded by W. 64th Place, W. 65th Street, S. Meade Avenue, and S. Austin Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the V. J. Mattson Company shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said part of public alleys hereby vacated, the sum of Fifteen Thousand Five Hundred and no/100 dollars (\$15,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alleys hereby vacated, similar to the sidewalk and curb in W. 65th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over, and along that part of the public alley as herein vacated with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the V. J. Mattson Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 30336 of this Journal.]

"A"*Fredk. H. Bartlett's Chicago Highlands in the N.W 1/4 of Sec. 20-38-13***"B"**

Dedication for use as a Public Street of the S. 30 ft. of the N. 1/2 of the N. 1/2 of Sec. 19-38-13. And also the S. 30 ft. the N. 1/2 of the N.W. 1/4 of Sec. 20-38-13

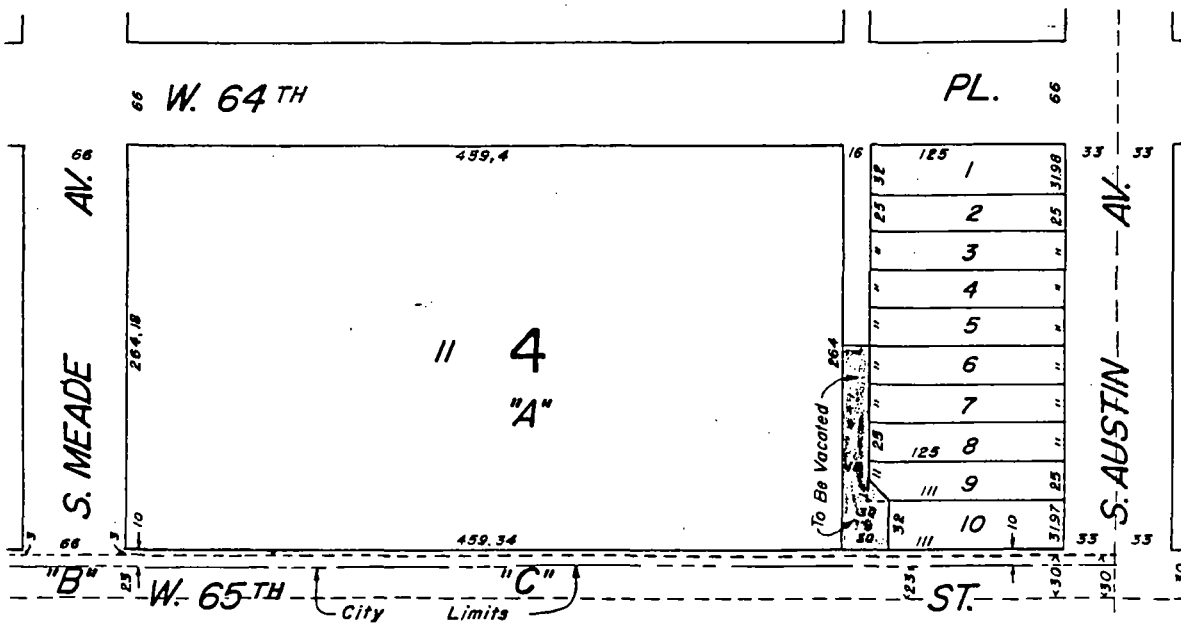
Rec. Oct. 6, 1930

*Doc. 10763605***"C"**

Disconnection from the City of Chicago Ord. Passed Dec. 6, 1961

Ord. Rec. Dec. 15, 1961

Plat Rec. Dec. 15, 1961

*Doc. 18355810**Doc. 18355811**DR. No. 20-23-84-934*

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

WEST 73RD PLACE AND PUBLIC ALLEYS VACATED IN AREA
BOUNDED BY WEST 73RD AND WEST 74TH STREETS,
AND SOUTH HOYNE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public street and public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of W. 73rd Place lying south of the south line of Lots 5 to 8, both inclusive; lying north of the north line of Lots 9 to 12, both inclusive; lying east of a line drawn from the southwest corner of Lot 5 to the northwest corner of Lot 12; and lying west of a line drawn from the southeast corner of Lot 8 to the northeast corner of Lot 9, all in Herron's Subdivision of 50 acres in the E. 1/2 of the N. W. 1/4 of Section 30, Township 38 North, Range 14 East of the Third Principal Meridian;

also

all that part of the east-west 16-foot public alley lying south of the south line of Lots 9 to 12, both inclusive; lying north of the north line of Lots 13 to 16, both inclusive; lying east of a line drawn from the southwest corner of Lot 12 to the northwest corner of Lot 13; and lying east of a line drawn from the southeast corner of Lot 9 to the northeast corner of Lot 16, all in Herron's Subdivision aforementioned; said public street and public alleys herein vacated being further described as all that part of W. 73rd Place together with all of the remaining 16-foot public alley in the area bounded by W. 73rd Street, W. 74th Street, S. Hoyne Avenue and a line 108 feet west of the west line of S. Hoyne Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby

vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Board of Education of the City of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 30339 of
this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

PUBLIC ALLEYS VACATED IN AREA BOUNDED BY WEST
JUNEWAY TERRACE, NORTH HASKINS AND NORTH
HERMITAGE AVENUES AND CHICAGO
TRANSIT AUTHORITY PROPERTY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; now, therefore,

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

(Continued on page 30340)

5/30/86

REPORTS OF COMMITTEES

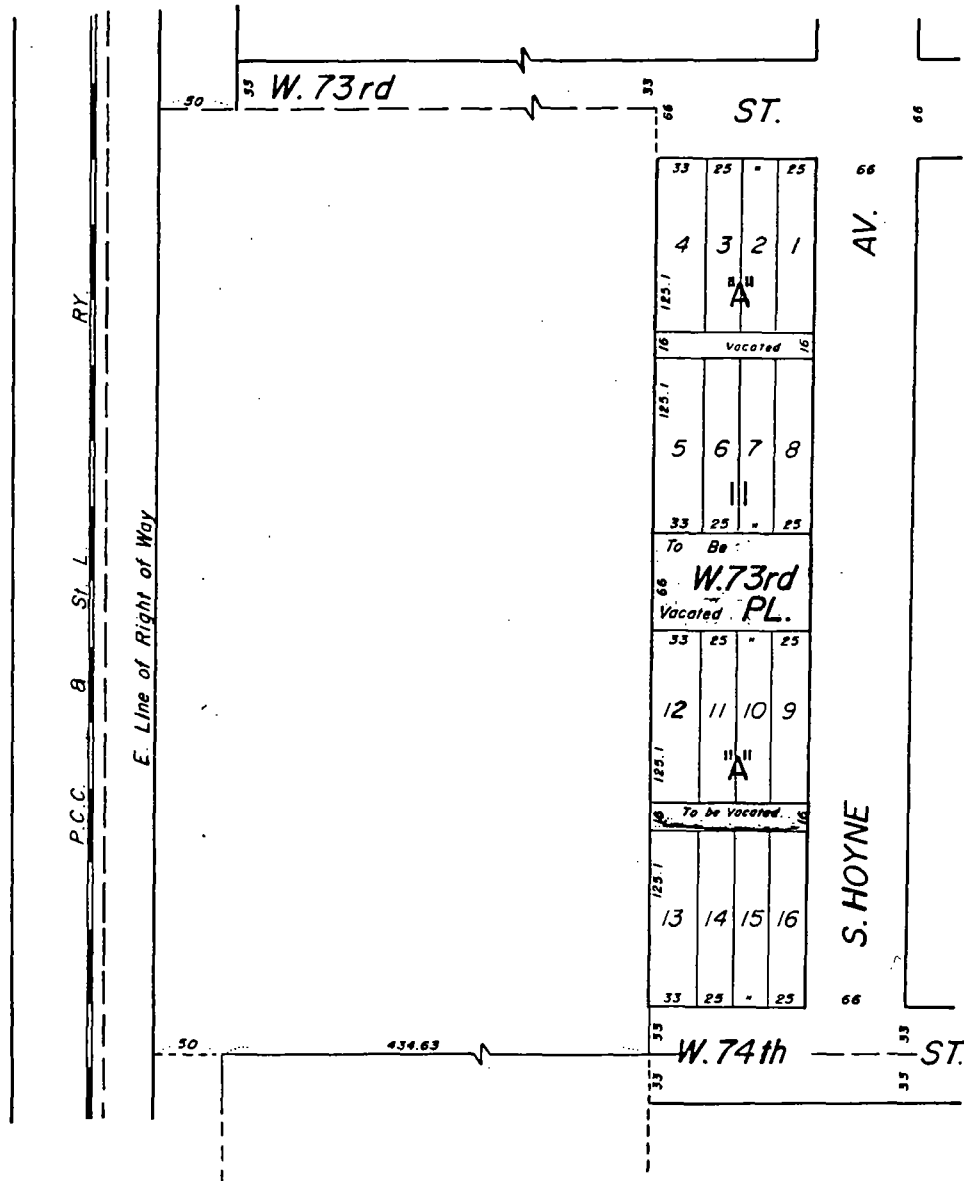
30339

"A"

Herron's Subdivision of 50 Acres in the E 1/2 N.W. 1/4 Sec. 30-38-14

Doc. 1176672

Dr. No. 30-15-85-1013



(Continued from page 30338)

SECTION 1. That all that part of the northwesterly-southeasterly and east-west 14 foot public alleys lying southwesterly of the southwesterly line of Lots 1 to 15, both inclusive, in Block 2; lying southwesterly and south of the southwesterly and south lines of Lot 16, in Block 2; lying north of the north line of Block 4; lying southwesterly of a line drawn from the west corner of Lot 1 in Block 2 to the northeast corner of Block 3; and lying west of the east line of Lot 16 in Block 2 extended south to the north line of Block 4 all in Gunderson's Resubdivision of Blocks 10, 11, 12, 13, and 14, together with vacated street and alleys all in Gunderson's North Birchwood Subdivision of Blocks 4 to 17, both inclusive, in David P. O'Leary's Subdivision a Subdivision of that part of the S. 1/2 of the N.E. 1/4 in Section 30, Township 41 North, Range 14 East of the Third Principal Meridian: said public alley herein vacated being further described as all of the east-west and northwesterly-southeasterly 14 foot public alleys in the area bounded by W. Juneway Terrace, N. Haskins Avenue, N. Hermitage Avenue, and Chicago Transit Authority Property as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to to this ordinance printed on page
30341 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

"A"

David P. O. 'Leary's Sub. a Sub. of that pt. of S. 1/2 N.E. 1/4
Sec. 30-41-14.

"B"

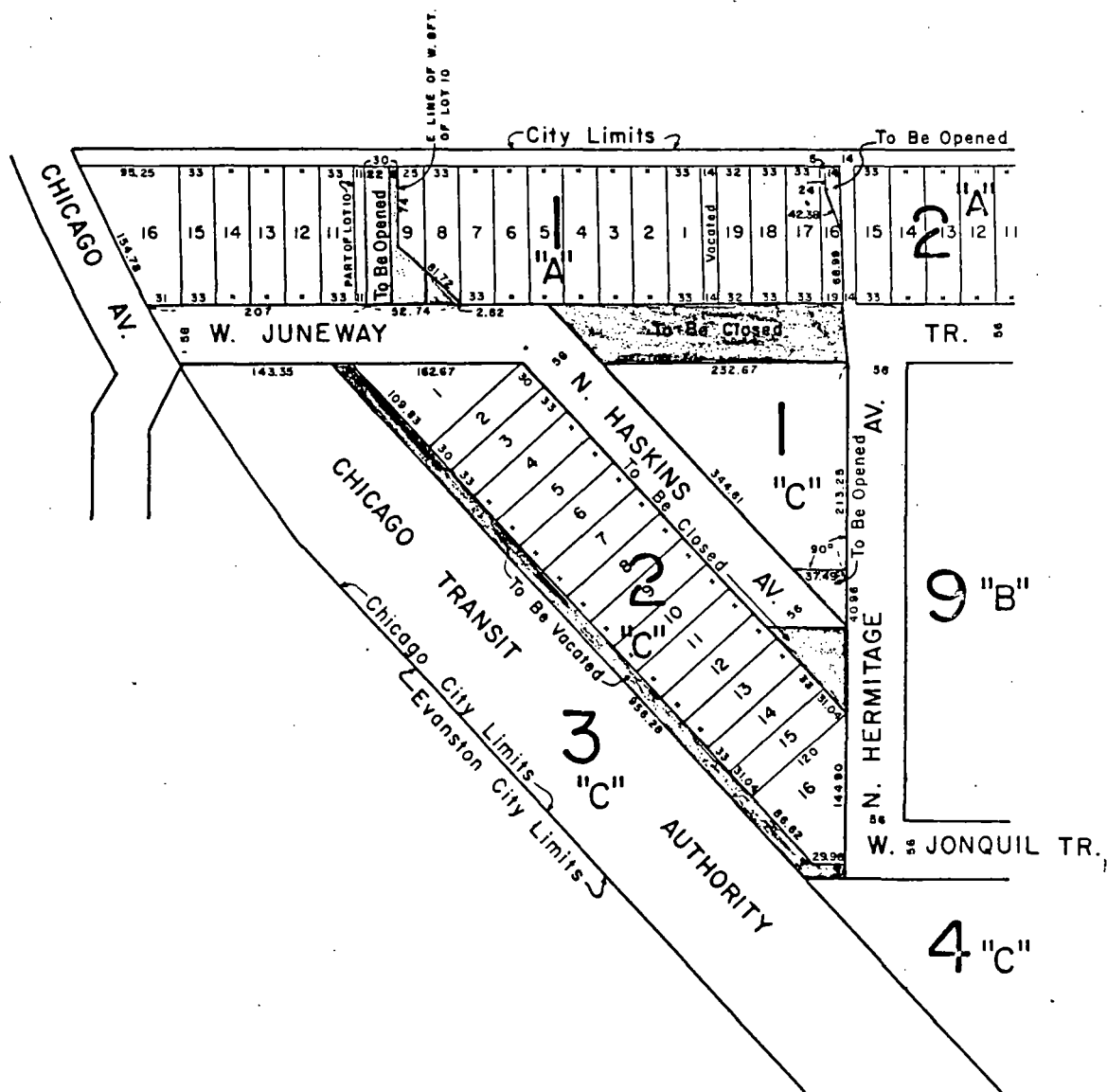
Gunderson's N. Birchwood Sub. of Blks. 4 to 17 both incl. David
P.O. 'Leary's Sub. etc.

"C"

Gunderson's Resub. of Blks. 10, 11, 12, 13, & 14 together with vacated St.
and vacated alleys, all in Gunderson's North Birchwood Sub. etc.
(See "B") lying E. of C.M. and St. P.R.R.



DR. NO. 30-49-85-969



PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST
13TH, WEST HASTINGS AND SOUTH LEAVITT
STREETS AND SOUTH HOYNE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 1 to 24, both inclusive; lying north of the north line of Lots 25 to 48, both inclusive; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 48; and lying east of a line drawn from the southwest corner of Lot 24 to the northwest corner of Lot 25 all in Subdivision of Block 11 in the Division of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian; said public alley herein vacated being further described as all of the east-west 16-foot public alley in the block bounded by W. 13th Street, W. Hastings Street, S. Leavitt Street, and S. Hoyne Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, as easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The LaSalle National Bank, as Trustee, Trust No. 51847, hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in the public alley as herein vacated.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 51847, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of Sixteen Thousand and no/100 Dollars (\$16,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alley hereby vacated, similar to the sidewalk and curb in S. Leavitt Street and S. Hoyne Avenue. The precise amount of the

sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 51847, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 30344 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST 78TH
AND WEST 79TH STREETS, AND SOUTH ARTESIAN
AND SOUTH WESTERN AVENUES.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance: now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lot 35; lying north of the north line of Lots 36 and 37; lying west of a line drawn from the southeast corner of Lot 35 to the northeast corner of Lot 36; and lying east

(Continued on page 30345)

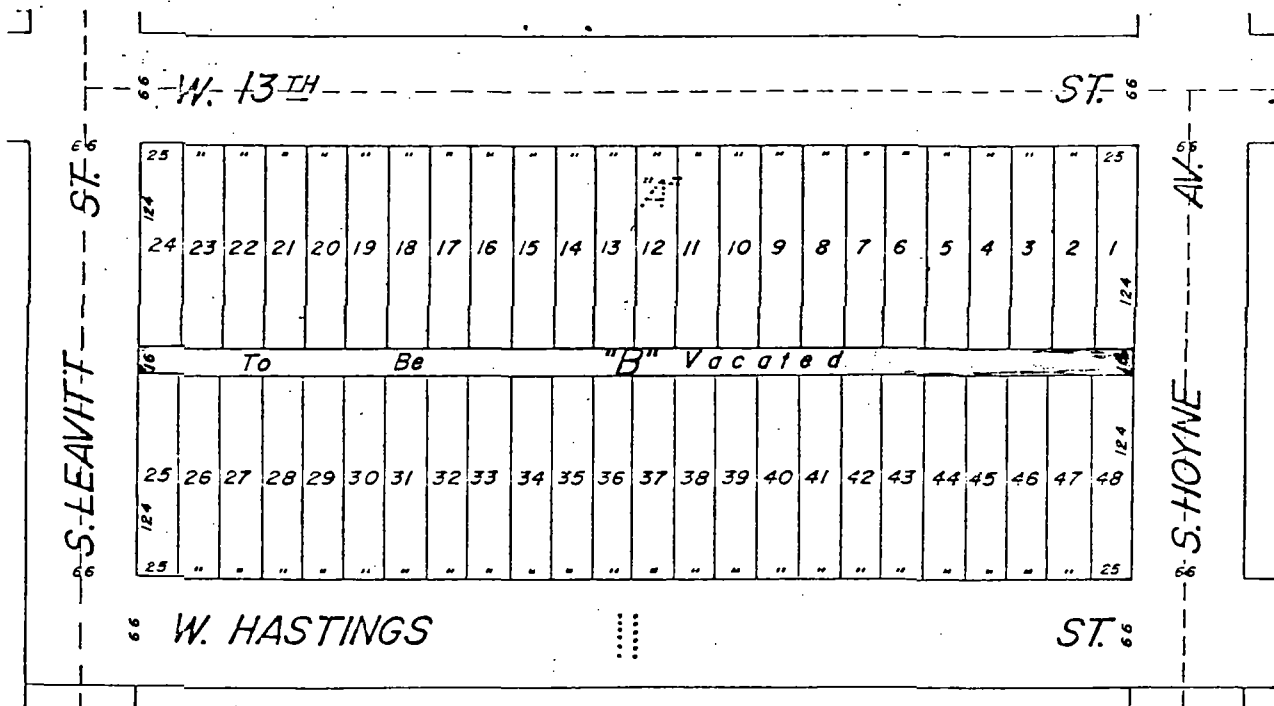
"A"

Subdivision of Sec. 19-39-14. Streets Opened and Block Numbers designated by Ordinance Passed Nov. 21, 1853 Assessment Confirmed Apr. 17, 1854.

"B"

Sub. of Blk. II in Division of Sec. 19-39-14.

DR. No. 19-1-85-1023



(Continued from page 30343)

of the northwardly extension of the west line of Lot 37 all in Block 1 in John R. O'Connor's Beverly Gateway being a Subdivision of the E. 1/2 of the S. 1/2 of the S.E. 1/4 (excepting streets as widened; also railroad right of way) in Section 25, Township 38 North, Range 13 East of the Third Principal Meridian; said part of public alley herein vacated being further described as the east 50 feet of the east-west 16-foot public alley in the block bounded by W. 78th Street, W. 79th Street, S. Artesian Avenue, and S. Western Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Chicago Food Service Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Ten Thousand and no/100 Dollars (\$10,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing barricades across the entrances to that part of the public alley hereby vacated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Food Service Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 30346
of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

(Continued on page 30347)

"A"

Vacated by Ordinance Passed Sept. 28, 1960.

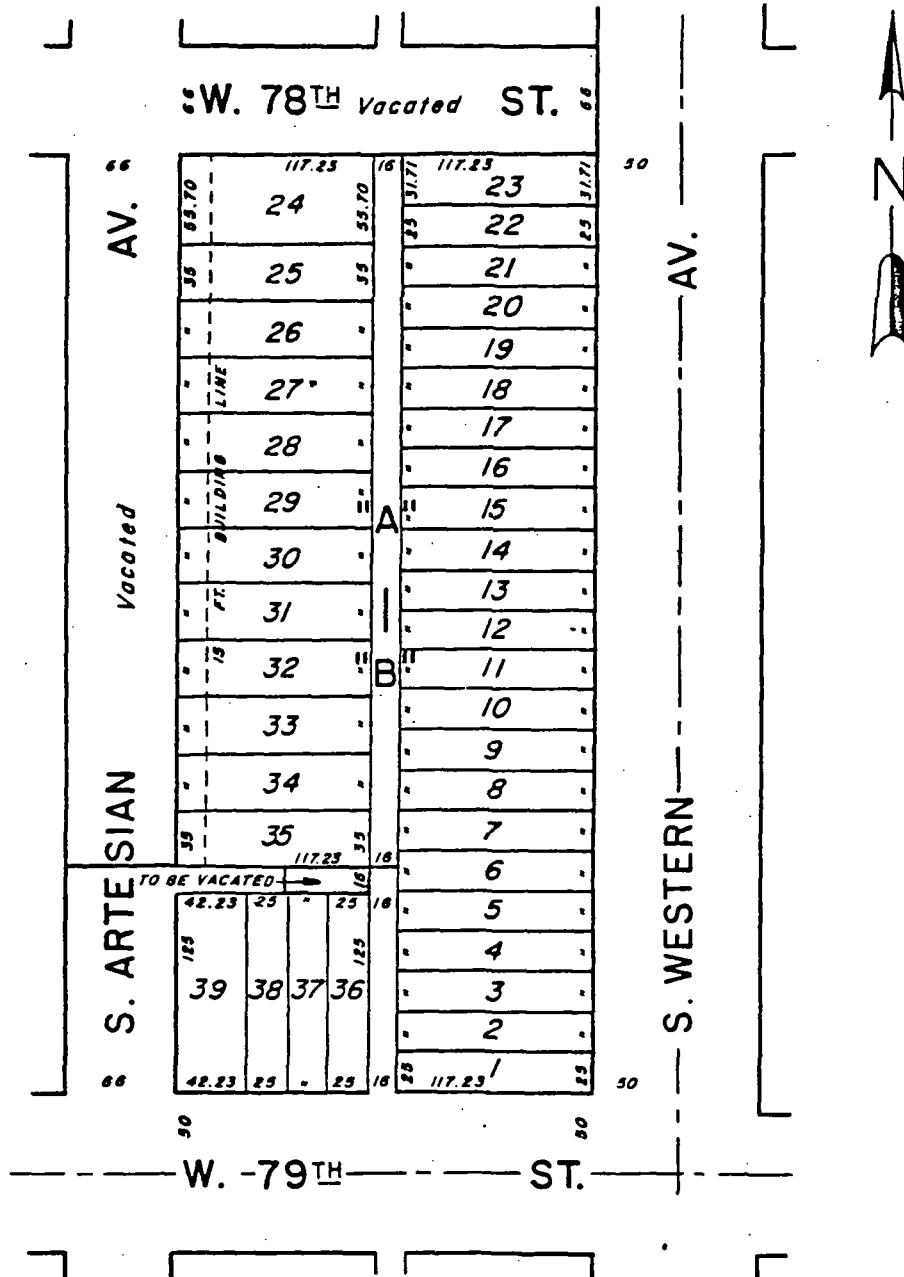
Rec. Nov. 2, 1960.

Doc. 18006484

"B"

John R. O'Connor's Beverly Gateway being a Sub. of the E $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ (excepting Streets as widened; also Rail Road Right of Way) of Sec. 25-38-13.

Dr. No. 25-18-85-1025



(Continued from page 30345)

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

APPROVAL GIVEN TO OPENING OF SPECIFIED AREAS IN
HASKINS-HERMITAGE REDEVELOPMENT PROJECT.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The Department of Housing in connection with the Haskins- Hermitage Redevelopment Project desires to open a triangular area as additional right of way for N. Haskins Avenue at the northwest corner of N. Hermitage Avenue and N. Haskins Avenue; also the opening as additional right of way for alley purposes an area at the southwest corner of the intersection of the first north-south 14 foot public alley north of W. Juneway Terrace and the first north- south 14 foot public alley east of Chicago Avenue (as dedicated in Evanston, Illinois) and the opening of a north-south public alley running north from W. Juneway Terrace and located east of a line 184 feet east of said Chicago Avenue as measured on the north line of W. Juneway Terrace; and

WHEREAS, The City of Chicago is the owner of all of the property to be opened; now, therefore,

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

SECTION 1. That the following described property shall be opened for public use:

All that part of Block 1 in Gunderson's Resubdivision of Block 10, 11, 12, 13 and 14, together with vacated street and vacated alleys, all in Gunderson's North Birchwood Subdivision of Blocks 4 to 17, both inclusive, in David P. O'Leary's Subdivision a Subdivision of part of the S. 1/2 of the N.E. 1/4 of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian; lying south of the following described line: Commencing at the northeast corner of said Block 1; thence south along the east line of Block 1 a distance of 213.25 feet to the Point of Beginning; thence west perpendicular to the east line of Block 1 a distance of 37.49 feet, more or less, to the southwesterly line of said Block 1;

also

all that part of Lot 16 in Block 2 in David P. O'Leary's Subdivision a Subdivision of part of the S. 1/2 of the N.E. 1/4 of Section 30, Township 41 North, Range 14 East of the Third Principal Meridian; lying east and easterly of the following described line: Beginning at the intersection of the north line of Lot 16 and the west line of the east 14 feet of said Lot 16; thence south on the west line of the east 14 feet of Lot 16, a distance of 24.0 feet; thence southeasterly, a distance of 42.38 feet, more or less, to a point on the east line of Lot 16, which is 68.99 feet north of the southeast corner of said Lot 16;

also

all that part of Lots 8, 9, and 10 in Block 1 in David P. O'Leary's Subdivision aforementioned lying east of the west line of the east 22 feet of Lot 10; and lying west and westerly of the following described line: Beginning at the intersection of the north line of Lot 9 and the east line of the west 8 feet of said Lot 9; thence south on the east line of the west 8 feet of said Lot 9 a distance of 74.0 feet; thence southeasterly a distance of 81.72 feet, more or less, to a point on the south line of Lot 8, which is 2.82 feet west of the southeast corner of said Lot 8.

SECTION 2. That the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

[Drawing attached to this ordinance printed on
page 30349 of this Journal.]

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

APPROVAL GIVEN TO TIME EXTENSION FOR VACATION OF
AREA BOUNDED BY WEST ADAMS STREET, WEST
JACKSON BOULEVARD, SOUTH DAMEN
AVENUE AND SOUTH
WOOD STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass a proposed time extension ordinance for the vacation of an area bounded by West Adams Street, West Jackson Boulevard, South Damen Avenue and South Wood Street.

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

(Continued on page 30350)

"A"

David P. O.' Leary's Sub. a Sub. of that pt. of S. 1/2 N.E. 1/4
Sec. 30-41-14.

"B"

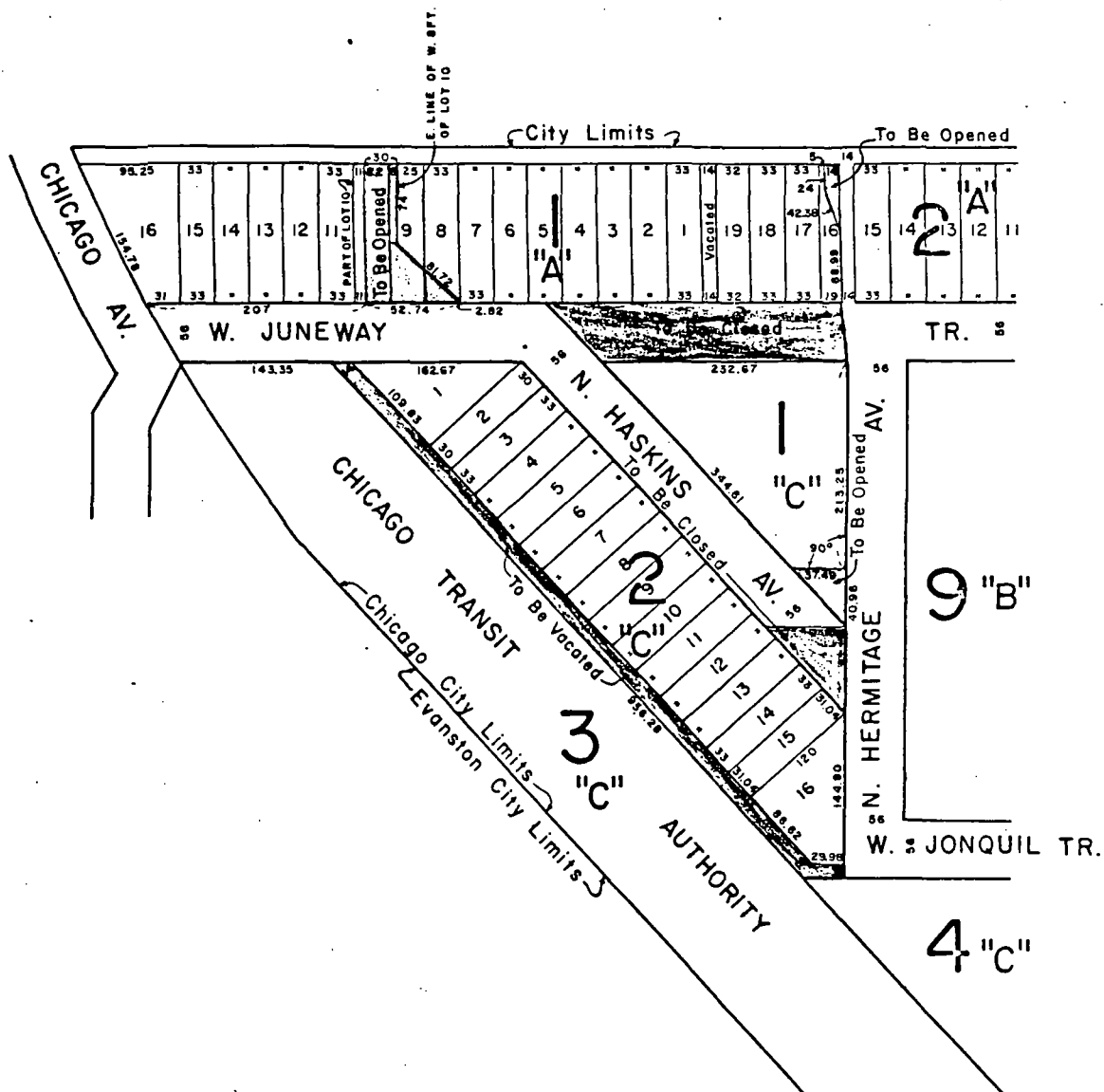
Gunderson's N. Birchwood Sub. of Blks. 4 to 17 both incl. David
P.O. 'Leary's Sub. etc.

"C"

Gunderson's Resub. of Blks. 10, 11, 12, 13, & 14 together with vacated St.
and vacated alleys, all in Gunderson's North Birchwood Sub. etc.
(See "B") lying E. of C.M. and St. P.R.R.



DR. NO. 30-49-85-969



(Continued from page 30348)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, That the ordinance passed by the City Council August 7, 1985, (C.J.P. pp. 19084-19088) vacating portions of various streets and alleys in area bounded by S. Damen Avenue, W. Adams Street, S. Wood Street, and W. Jackson Boulevard was not recorded with the time limit provided for the ordinance; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public streets, public alleys, and part of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of S. Honore Street lying west of the west line of Lots 1 to 6, both inclusive; in Assessor's Division of Lots 12 to 16, inclusive in Block 9 in Ashland's 2nd Addition to Chicago being a Subdivision of the W. 1/2 of the N.E. 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian; lying west of the west line of Lot 17 in Block 9 in Ashland's 2nd Addition to Chicago aforementioned; lying west of a line drawn from the southwest corner of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned to the northwest corner of Lot 17 in Ashland's 2nd Addition aforementioned; lying east of the east line of Lots 27 to 32, both inclusive, and lying east of a line drawn from the northeast corner of Lot 27 to the southeast corner of Lot 28 in Block 10 in Ashland's 2nd Addition aforementioned; lying south of a line drawn from the northwest corner of Lot 1 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned to the northeast corner of Lot 32 in Block 10 in Ashland's 2nd Addition aforementioned; lying north of a line drawn from the southwest corner of Lot 17 in Block 9 to the southeast corner of Lot 27 in Block 10 all in Ashland's 2nd Addition aforementioned;

also

all that part of S. Wolcott Avenue lying west of the west line of Lots 12 to 17, both inclusive, and lying west of a line drawn from the southwest corner of Lot 16 to the northwest corner of Lot 17 all in Block 10 in Ashland's 2nd Addition aforementioned; lying east of the east line of Lots 27 to 32, both inclusive, in Block 11 in Balestier's Subdivision of Block 11, part of Blocks 14 and 18, the E. 1/2 of Blocks 19 and 22 and all of Block 23 in Ashland's 2nd Addition aforementioned; and lying east of a line drawn from the northeast corner Lot 27 to

the southeast corner of Lot 28 in Block 11 in Balestier's Subdivision aforementioned; lying south of a line drawn from the northwest corner of Lot 12 in Block 10 in Ashland's 2nd Addition aforementioned, to the northeast corner of Lot 32 in Block 11 in Balestier's Subdivision aforementioned; lying north of a line drawn from the southwest corner of Lot 17 in Block 10 in Ashland's 2nd Addition aforementioned, to the southeast corner of Lot 27 in Block 11 in Balestier's Subdivision aforementioned;

also

all that part of S. Winchester Avenue lying west of the west line of Lots 12 to 17, both inclusive, and lying west of a line drawn from the southwest corner of Lot 16 to the northwest corner of Lot 17, in Block 11 in Balestier's Subdivision aforementioned; lying east of the east line of Lots 27 to 32, both inclusive, and lying east of a line drawn from the northeast corner of Lot 27 to the southeast corner of Lot 28 all in Block 12 in Ashland's 2nd Addition aforementioned; lying south of a line drawn from the northwest corner of Lot 12 in Block 11 in Balestier's Subdivision aforementioned, to the northeast corner of Lot 32 in Block 12, in Ashland's 2nd Addition aforementioned; lying north of a line drawn from the southwest corner of Lot 17 in Block 11 in Balestier's Subdivision aforementioned to the southeast corner of Lot 27 in Block 12 in Ashland's 2nd Addition aforementioned;

also

all that part of the east-west 12 foot public alley lying south of the south line of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned, lying north of the north line of Lots 17 to 21, both inclusive, in Block 9 in Ashland's 2nd Addition aforementioned; lying west of the northwardly extension of the east line of the west 22 feet of Lot 21 in Block 9 in Ashland's 2nd Addition aforementioned, lying east of a line drawn from the southwest corner of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned to the northwest corner of Lot 17 in Block 9 in Ashland's 2nd Addition aforementioned;

also

all of the north-south 16 foot public alley lying east of the east line of Lots 12 to 16, both inclusive; lying west of the west line of Lots 28 to 32, both inclusive; lying south of a line drawn from the northeast corner of Lot 12 to the northwest corner of Lot 32; and lying north of a line drawn from the southwest corner of Lot 28 to the southeast corner of Lot 16 all in Block 10 in Ashland's 2nd Addition aforementioned;

also

all the east-west 12 foot public alley lying north of the north line of Lots 17 to 27, both inclusive; lying south of the south line of Lots 16 and 28, and lying south of a line drawn from the southeast corner of Lot 16 to the southwest corner of Lot 28; lying east of a line drawn from the southwest corner of Lot 16 to the northwest corner of Lot 17; and lying west of a line drawn from the northeast corner of Lot 27 to the southeast corner of Lot 28, all in Block 10 in Ashland's 2nd Addition aforementioned;

also

all of the east-west 16 foot public alley lying south of the south line of Lots 1 to 11, both inclusive; lying north of the north line of Lots 12 and 32, and lying north of a line drawn from the northeast corner of Lot 12 to the northwest corner of Lot 32; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 32; and lying east of a line drawn from the southwest corner of Lot 11 to the northwest corner of Lot 12 all in Block 11 in Balestier's Subdivision aforementioned;

also

all of the north-south 16 foot alley lying east of the east line of Lots 12 to 16, both inclusive; lying west of the west line of Lots 28 to 32, both inclusive, lying south of a line drawn from the northeast corner of Lot 12 to the northwest corner of Lot 32; and lying north of a line drawn from the southeast corner of Lot 16 to the southwest corner of Lot 28, all in Block 11 in Balestier's Subdivision aforementioned;

also

all of the east-west 16 foot public alley lying south of the south line of Lots 16 and 28, and lying south of a line drawn from the southeast corner of Lot 16 to the southwest corner of Lot 28; lying north of the north line of Lots 17 to 27, both inclusive; lying east of a line drawn from the southwest corner of Lot 16 to the northwest corner of Lot 17; and lying west of a line drawn from the northeast corner of lot 27 to the southeast corner of Lot 28, all in Block 11 in Balestier's Subdivision aforementioned;

also

all that part of the east-west 12 foot public alley lying south of the south line of Lot 5 in Subdivision of Lots 10 and 11 of Block 12 in Ashland's 2nd Addition aforementioned; lying south of the south line of Lots 1 to 5, both inclusive; in Jacob Kramer's Subdivision of Lots 6, 7, 8, and 9 in Block 12 in Ashland's 2nd Addition aforementioned; lying south of the south line of Lots 4 and 5 in Block 12 in Ashland's 2nd Addition aforementioned; lying north of the north line of Lots 12 and 32 in Block 12 in Ashland's 2nd Addition aforementioned, and lying north of a line drawn from the northeast corner of Lot 12 to the northwest corner of Lot 32 in Block 12 in Ashland's 2nd Addition aforementioned; lying east of a line drawn from the southwest corner of Lot 5 in Subdivision of Lots 10 and 11 of Block 12 aforementioned, to the northwest corner of Lot 12 in Block 12 in Ashland's 2nd Addition aforementioned; and lying west of the southwardly extension of the east line of Lot 4 in Block 12 in Ashland's 2nd Addition aforementioned;

also

all of the north-south 16 foot public alley lying east of the east line of Lots 12 to 16, both inclusive; lying west of the west line of Lots 28 to 32, both inclusive; lying south of a line drawn from the northeast corner of Lot 12 to the northwest corner of Lot 32; and lying north of a line drawn from the southeast corner of Lot 16 to the southwest corner of Lot 28 all in Block 12 in Ashland's 2nd Addition aforementioned;

also

all of the east-west 12 foot public alley lying south of the south line of Lots 16 and 28; and lying south of a line drawn from the southeast corner of Lot 16 to the southwest corner of Lot 28; lying north of the north line of Lots 17 to 27, both inclusive; lying east of a line drawn from the southwest corner of Lot 16 to the northwest corner of Lot 17; and lying west of a line drawn from the northeast corner of Lot 27 to the southeast corner of Lot 28, all in Block 12 in Ashland's 2nd Addition aforementioned; said part of public street, public alleys, and part of public alleys herein vacated being further described as that part of S. Winchester Avenue, S. Wolcott Avenue, and S. Honore Street lying between W. Jackson Boulevard and the first east-west public alley south of W. Adams Street; also all of the first east-west 12 foot public alley north of W. Jackson Boulevard, all of the north-south 16 foot public alley, and the west 194.67 feet, more or less, of the first east-west 16 foot public alley south of W. Adams Street in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Damen Avenue, and S. Winchester Avenue; also all of the public alleys in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Winchester Avenue, S. Wolcott Avenue; also all of the first east-west 12 foot public alley north of W. Jackson Boulevard and all the north-south 16 foot public alley in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Wolcott Avenue, and S. Honore Street; also the west 120.0 feet of the first east-west 12 foot public alley north of W. Jackson Boulevard in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Honore Street, and S. Wood Street, as colored in red indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the streets and alleys as herein vacated, with the right of ingress and egress. The City of Chicago hereby reserves an easement in all of the streets and alleys as herein vacated, as a right of way for existing City electrical facilities, and for the maintenance, renewal and reconstruction of said facilities or the construction of additional municipally-owned electrical facilities. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and reconstruction of said facilities, or the construction of additional municipally-owned service facilities. The City of Chicago hereby reserves an easement in all that part of S. Winchester Avenue, S. Wolcott Avenue, and S. Honore Street as herein vacated, as a right of way for existing sewer and water mains and appurtenances thereto, and for the installation of any additional sewer and water mains or other municipally-owned service facilities now located or which in the future may be located in that part of S. Winchester Avenue, S. Wolcott Avenue, and S. Honore Street as herein vacated, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other

structures shall be erected on the said right of way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacations herein provided for are made upon the express condition that within six (6) months after the passage of this ordinance, the Illinois Building Authority and the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on
page 30355 of this Journal.]

APPROVAL GIVEN TO AMENDMENT FOR VACATION OF PART
OF NORTH ABERDEEN STREET IN AREA BOUNDED BY
WEST OHIO, NORTH CARPENTER AND NORTH MAY
STREETS AND WEST GRAND AVENUE.

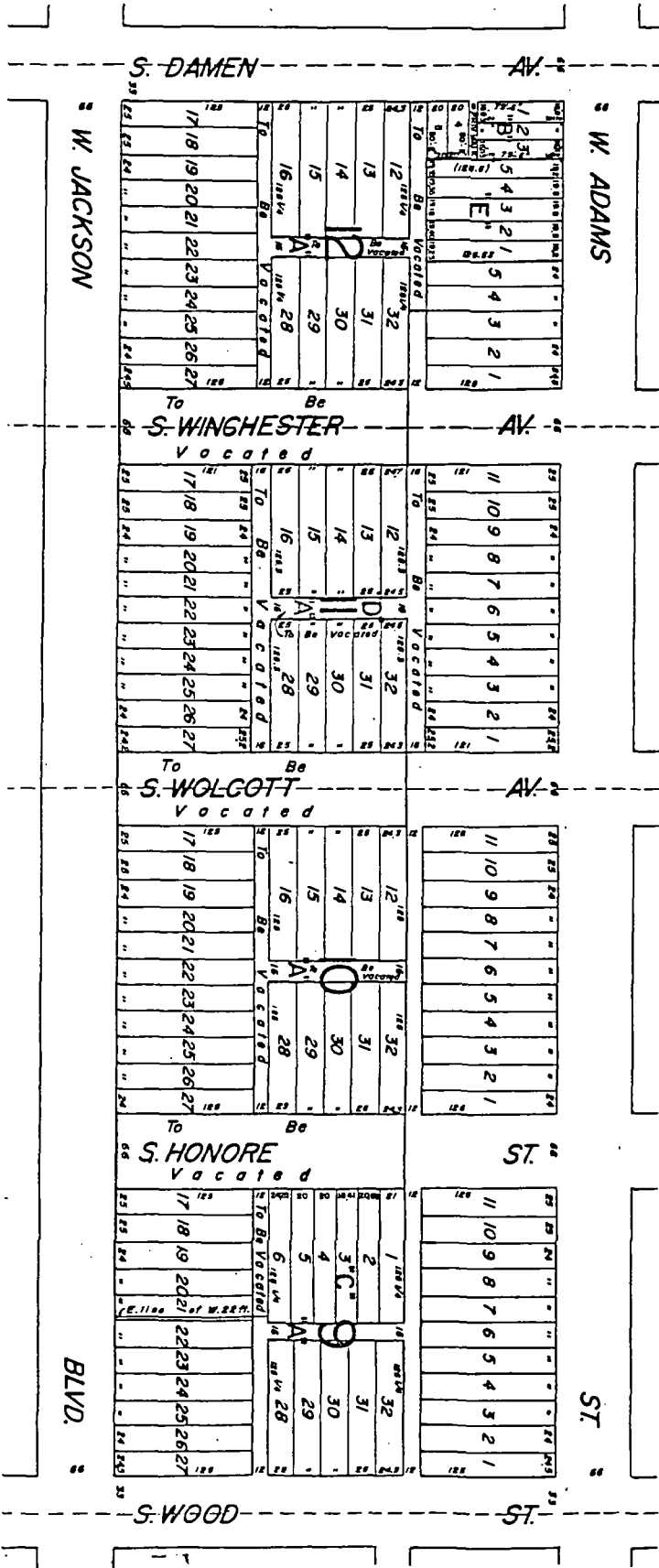
The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of N. Aberdeen Street lying west of the west line of Lot 11 in Block 23 in Ogden's Addition to Chicago in the N.E. 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian; lying east of the east line of Lots 10 to 13 in Block 24 in Subdivision of Blocks 9, 10, 24 to 27, 40 to 42 and S.W. part of 43 in Ogden's Addition to Chicago aforementioned; lying south of the eastwardly extension of the north line of Lot 10 in Block 24 in Subdivision of Blocks 9, 10, 24 to 27 aforementioned; and lying north of a line drawn from the southwest corner of Lot 11 in Block 23 in Ogden's Addition to Chicago aforementioned to the southeast corner of Lot 13 in Block 24 in Subdivision of Blocks 9, 10, 24 to 27 aforementioned; said part of public street herein vacated being further described as the south 98 feet of that part of N. Aberdeen Street lying

(Continued on page 30356)



DR. No. 18-27-84-942

Jacob Kramer's Sub. of Lots 6, 7, 8, 9 in Blk. 12, Ashland's 2nd Add. etc. (See A)

Balesier's Sub. of Block 11. Part of Blocks 14, 18, E1/2 of Blocks 19 & 22, a all of Blk. 23 in Ashland's 2nd Addition to Chicago, etc. (See A)

Assessor's Div. of Lots 12 to 16 incl. Blk. 9. Ashland 2nd Add. etc. (See A)

Subdivision of Lots 10 & 11 of Blk. 12 in Ashland's 2nd Add. etc. (See A)

Ashland's 2nd Addition to Chicago, being a Subdivision of W. 1/2 NE 1/4 Section 18-39-14.



(Continued from page 30354)

north of W. Grand Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Anton Klun shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said part of public street hereby vacated, the sum of Twenty-four Thousand Seven Hundred and no/100 (\$24,700.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of N. Aberdeen Street hereby vacated, similar to the sidewalk and curb in W. Grand Avenue.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Anton Klun shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed
on page 30357 of this Journal].

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

5/30/86

REPORTS OF COMMITTEES

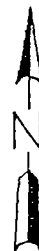
30357

"A."

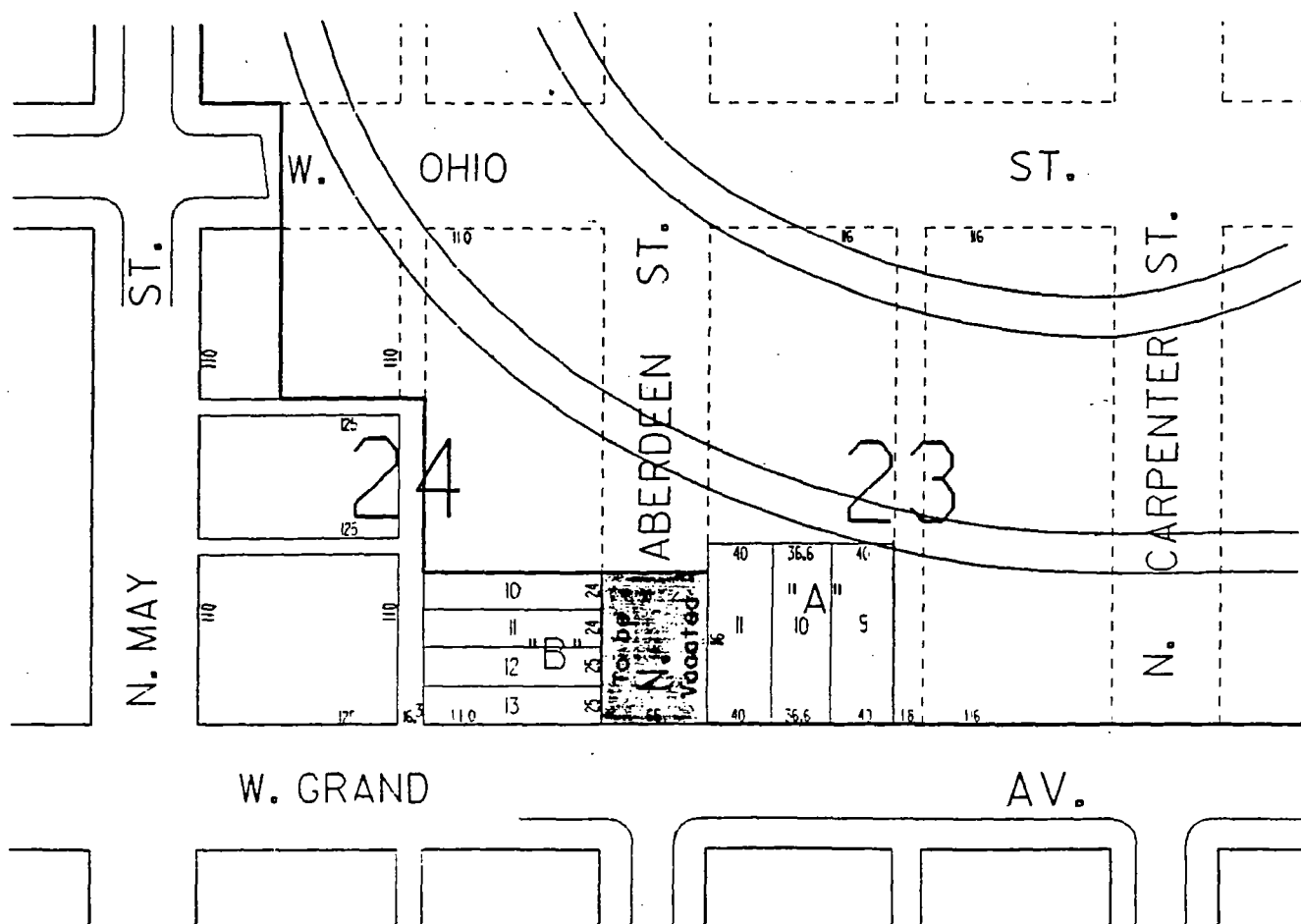
Ogden's Addition to Chicago In the N.E. 1/4 of Section 8-39-14.

"B"

Subdivision of Blks. 9, 10, 24 to 27, 40 to 42 and S.W. part of 43
In Ogden's Addition to Chicago in Section 8-39-14.



Dr. No. 8-32-85-995



AUTHORITY GRANTED FOR VACATION OF AIR RIGHTS OVER
PART OF NORTH ERNST COURT IN AREA BOUNDED BY
EAST WALTON STREET, AND NORTH MICHIGAN
AVENUE, AND WEST DELAWARE PLACE
AND NORTH RUSH STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of N. Ernst Court enclosed by two horizontal planes, whose elevations with reference to City of Chicago Datum are 99.42 feet and 113.42 feet above Datum described as follows: Beginning at the northwest corner of Lot 7 in (Kinzer's) Subdivision of Lots 13, 14, and 15 in Subdivision of Block 13 in Canal Trustee's Subdivision of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian; being also the intersection of the easterly line of N. Ernst Court and the south line of E. Walton Street; thence southeasterly along the westerly line of Lot 7 in (Kinzer's) Subdivision aforementioned; and the westerly line of Lots 5, 8 and 11 in Subdivision of Block 13 aforementioned; a distance of 158.63 feet to a point; thence southwesterly on a line perpendicular to the westerly line of said Lot 8, a distance of 18.99 feet, more or less, to the easterly line of Lot 6 in Subdivision of Block 13 aforementioned; thence northwesterly along the easterly line of Lots 6, 7, and 12 in Subdivision of Block 13 and the easterly line of Lot 8 in (Kinzer's) Subdivision aforementioned; to the northeast corner of Lot 8 in (Kinzer's) Subdivision aforementioned; thence east, a distance of 20.00 feet, to the place of beginning, except that part thereof heretofore vacated by ordinance passed June 12, 1985 and recorded August 13, 1985 in the Office of the Recorder of Deeds as Document No. 85-143919; said parts of public street herein vacated are colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, LaSalle National Bank, as Trustee, Trust No. 107707, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of Two Hundred Twenty-seven Thousand and no/100 Dollars (\$227,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 107707, shall file or cause to be filed for record in the Office of the

Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 30360
of this Journal.]

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

-Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF BUSINESS AREA SIGNS AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed substitute ordinance:

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

SECTION 1. That Business Area Signs be installed in the public way at a number of intersections with Broadway from Devon/Sheridan to Foster Avenue.

SECTION 2. That the maintenance of these improvements will be the responsibility of the East Edgewater Chamber of Commerce, Incorporated.

SECTION 3. That the East Edgewater Chamber of Commerce provide adequate liability insurance coverage to hold the City of Chicago harmless relative to said improvements at the above locations.

SECTION 4. That this ordinance shall take effect and be in full force from the date of its passage.

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

(Continued on page 30361)

"A"

(Canal Trustee's) Sub. of the S. Frac. 1/4 of Frac. Sec. 3-39-14.

"B"

Subdivision of Blk. 13, etc. (See "A").

"C"

(Kinzer's) Subdivision of Lots 13-14 & 15, in Sub. of Blk. 13 etc. (See "A").

"D"

Subdivision of Lots 1 & 2 in Sub. of Blk. 13, etc. (See "A").

7

Vacated by Ordinance Passed Sept. 26, 1872

"F"

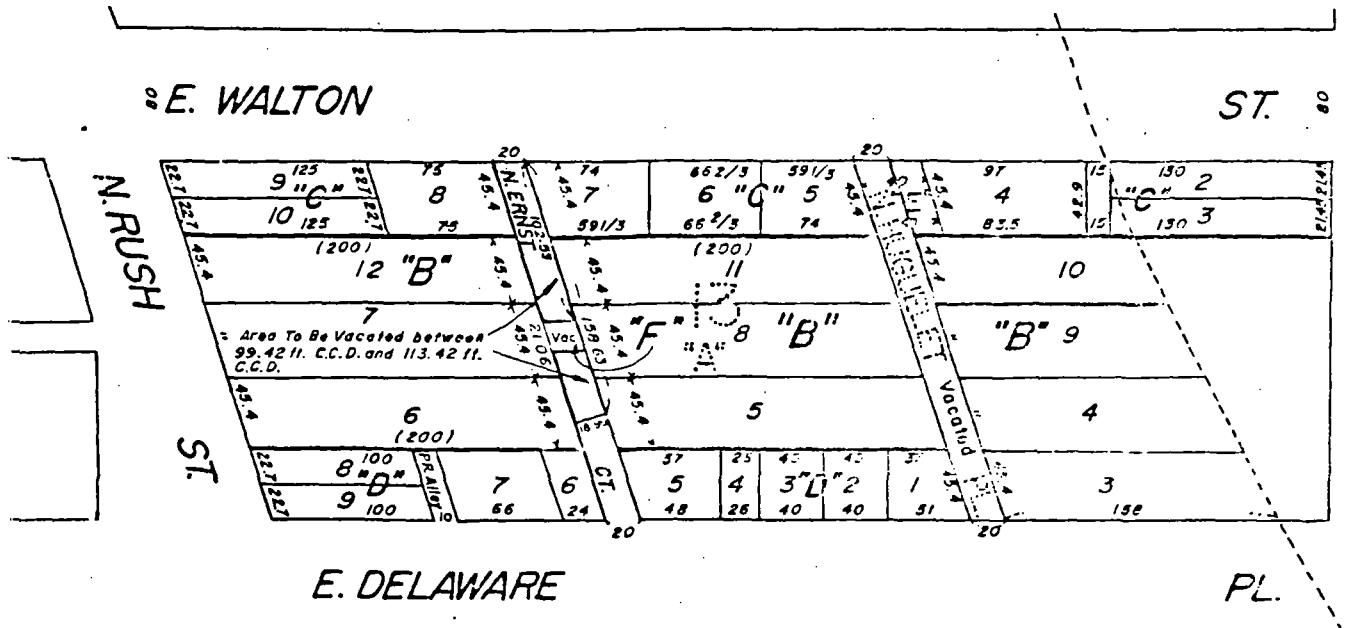
Vacated by Ordinance Passed June 12, 1985

between elevations 99.42 Ft. C.C.D. and 113.42 C.C.D.

Rec. Aug. 13, 1985

Doc. No. 85-143919

DR. No. 3-42-86-1031



(Continued from page 30359)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR ERECTION OF SCULPTURE
ON PORTION OF EAST 55TH STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City of Chicago has received funds from the United States Department of Housing and Urban Development under the Housing and Community Development Block Grant activities; and

WHEREAS, Community facilities and improvements are among the specific purposes for funding under said program; now, therefore,

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

SECTION 1. The Mayor, the City Comptroller and the Commissioner of Economic Development are hereby authorized and directed to execute, on behalf of the City of Chicago, an agreement with the Hyde Park Chamber of Commerce, located at 5411 S. Hyde Park Boulevard, in the form attached hereto and made a part hereof by this reference, for the installation of certain improvements as described herein on the public way at 55th Street, immediately West of the curb cut at Harper Avenue on the median strip, for the erection of a sculpture piece.

SECTION 2. The heads of the various departments of the City government shall issue all necessary permits to the Hyde Park Chamber of Commerce for the completion of said improvements, upon payment of the appropriate fees therefor.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR CONSTRUCTION OF CURB-ATTACHED
SIDEWALK AT SPECIFIED LOCATION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the construction of a curb-attached sidewalk at the following location:

S. Ridgeway Avenue, east side,
from a point 207 feet south of
W. 50th Street to W. 50th Place.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR RENAMING PORTION OF WEST WARREN
BOULEVARD AS "NANCY B. JEFFERSON BOULEVARD".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, Pursuant to an ordinance passed by the City Council on December 3, 1984 printed on page 11460 of the Journal of the Proceedings of said date which authorizes honorary street names; now, therefore,

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

SECTION 1. That the name of that portion of W. Warren Boulevard lying between N. Ashland Avenue and N. Homan Boulevard is hereby given the honorary name of "Nancy B. Jefferson Boulevard" (File No. 7-27-86-1055).

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR RENAMING PORTION OF WEST
125TH STREET AS "JESSIE OWENS DRIVE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered. That the Commissioner of Public Works is hereby authorized and directed to give consideration to renaming West 125th Street between South Perry Avenue and South State Street as "Jessie Owens Drive".

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR CHANGING NAME OF
PORTION OF MADISON STREET TO
MADISON AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to changing the name of Madison Street to Madison Avenue between Canal Street and Clinton Street (request is in conjunction with the development of Northwestern Atrium Center/Tishman Midwest's 40-story office tower and commuter facility now under construction).

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR PLACEMENT OF PLANTERS
AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Roseland Business Development Council, 11145 South Michigan Avenue, for the placement of planters at the following locations, as a participant of the City of Chicago Street Amenities Program:

11100 S. Michigan Avenue

11152 S. Michigan Avenue

11103 S. Michigan Avenue

11135 S. Michigan Avenue

11150 S. Michigan Avenue

11155 S. Michigan Avenue

11215 S. Michigan Avenue

103 E. 113th Street

42 E. 112th Street

11443 S. Michigan Avenue

11501 S. Michigan Avenue

134 E. 113th Street

11533 S. Michigan Avenue

4 E. 111th Street

30 E. 112th Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR PLACEMENT OF WASTE
RECEPTACLES AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Roseland Business Development Council, 11145 South Michigan Avenue, for the placement of waste receptacles at the following locations, as a participant of the City of Chicago Street Amenities Program:

11108 S. Michigan Avenue

11111 S. Michigan Avenue

11145 S. Michigan Avenue

11138 S. Michigan Avenue

11206 S. Michigan Avenue

11221 S. Michigan Avenue

11248 S. Michigan Avenue

11251 S. Michigan Avenue

11308 S. Michigan Avenue

11315 S. Michigan Avenue

11345 S. Michigan Avenue

11352 S. Michigan Avenue

11363 S. Michigan Avenue

11431 S. Michigan Avenue

11451 S. Michigan Avenue

11438 S. Michigan Avenue

11513 S. Michigan Avenue

11545 S. Michigan Avenue

11518 S. Michigan Avenue

124 E. 113th Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR PLACEMENT OF WASTE
RECEPTACLES AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lincoln Square Chamber of Commerce, 4800 North Western Avenue, for the placement of waste receptacles at the following locations, as a participant of the City of Chicago Street Amenities Program:

4900 North Western Avenue

4839 North Western Avenue

4800 North Western Avenue

4801 North Western Avenue

4633 North Western Avenue

4725 North Western Avenue

4700 North Western Avenue

2301 West Lawrence Avenue

4842 North Lincoln Avenue

5001 North Lincoln Avenue

4756 North Lincoln Avenue

4662 North Lincoln Avenue

4767 North Lincoln Avenue

4626 North Lincoln Avenue

4655 North Lincoln Avenue

4710 North Lincoln Avenue

4745 North Lincoln Avenue

4751 North Lincoln Avenue

4874 North Lincoln Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR ERECTION OF FLAG
POLES AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Roseland Business Development Council, 11145 South Michigan Avenue, for the erection of flag poles at the following corners, as a participant of the City of Chicago Street Amenities Program:

11600 South Michigan Avenue

11701 South Michigan Avenue

11900 South Michigan Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR PLACEMENT OF BIKE RACKS
AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lincoln Square Chamber of Commerce, 4800 N. Western Avenue, for the placement of bike racks at the following locations, as a participant of the City of Chicago Street Amenities Program:

2327 West Giddings Street, and

4711 North Lincoln Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF FOUR PARKWAY
PEDESTRIAN BENCHES AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to install four (4) Parkway Pedestrian Benches at the following locations:

5345 West Lawrence Avenue

4815 North Milwaukee Avenue

4808 North Milwaukee Avenue

Intersection of Higgins and Milwaukee Avenue

(Plans attached).

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

LOADING ZONES ESTABLISHED AND AMENDED ON PORTIONS OF SPECIFIED STREETS.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Loading Zones Established.

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

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

Public Way	Distance and Hours
West Armitage Avenue (north side)	From a point 30 feet west of North Spaulding Avenue P/L to a point 22 inches west thereof;
West Armitage Avenue (north side)	From a point 150 feet east of North Albany Avenue to a point 25 feet east thereof -- 7:00 A.M. to 4:00 P.M. -- Monday through Saturday;
West Armitage Avenue (south side)	From a point 127 feet east of North St. Louis Avenue P/L to a point 48 feet east thereof -- 9:00 A.M. to 7:00 P.M. Monday through Saturday;
North Ashland Avenue (west side)	From a point 460 feet north of West Wrightwood Avenue to a point 75 feet north thereof;
North Avers Avenue (east side)	From a point 30 feet north of North Milwaukee Avenue to a point 35 feet north thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;
North Broadway (east side)	From a point 156 feet north of West Gunnison Street to a point 22 feet north thereof -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday;
West Buckingham Place (south side)	From a point 130 feet east of North Halsted Street to a point 40 feet east thereof -- 10:00 A.M. to 2:00 P.M. -- Sunday and Wednesday;
West Cermak Road (south side)	From a point 120 feet east of South Hoyne Avenue to a point 25 feet east thereof -- Monday through Sunday;
North Clark Street (west side)	From a point 125 feet south of West Wisconsin Avenue, to a point 45 feet south thereof -- 10:00 A.M. to 10:00 P.M. - Monday through Sunday;
North Clark Street	From a point 85 feet north of West

Public Way	Distance and Hours
(west side)	Balmoral Avenue P/L to a point 24 feet north thereof -- 9:00 A.M. to 6:00 P.M. -- no exceptions;
South Eberhart Avenue (east side)	From a point 135 feet north of East 81st Street to a point 8 feet north thereof - - 8047 South Eberhart Avenue (handicapped loading zone);
West Grand Avenue (south side)	From a point 80 feet west of North Aberdeen Street to a point 25 feet west thereof;
West Granville Avenue (south side)	From a point 22 feet west of North Kenmore Avenue to a point 19 feet west thereof -- 9:00 A.M. to 6:00 P.M., Monday through Saturday;
South Green Street (east side)	From a point 20 feet south of West Van Buren Street to a point 125 feet south thereof -- at all times;
North Halsted Street (west side)	From a point 133 feet south of West Washington Boulevard to a point 50 feet south thereof -- at all times;
East Hyde Park Boulevard (south side)	From a point 118 feet west of South Harper Avenue to a point 38 feet west thereof -- 9:00 A.M. to 10:00 P.M. -- Monday through Saturday;
West Irving Park Road	At 3108 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West Irving Park Road (south side)	From a point 160 feet east of North Greenvew Avenue to a point 25 feet east thereof -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West Irving Park Road (north side)	From a point 35 feet west of North Leamington Avenue to a point 25 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
North St. Claire Street	From a point 29 feet south of East

Public Way

Distance and Hours

(west side)

Grand Avenue to a point 19 feet south thereof (handicapped loading zone -- at all times);

West 27th Street
(south side)

From a point 53 feet east of South Kedzie Avenue to a point 44 feet east thereof -- 5:00 A.M. to 6:00 P.M. -- no exceptions;

West Kinzie Street
(north side)

From a point 80 feet east of North LaSalle Street to a point 40 feet east thereof -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday;

South LaSalle Street
(east side)

From a point 95 feet north of West Congress Parkway to a point 21 feet north thereof -- at all times -- no exceptions;

South LaSalle Street
(east side)

From a point 142 feet south of West Van Buren Street to a point 21 feet south thereof -- at all times -- no exceptions;

West Maple Street
(north side)

From a point 30 feet west of North State Street to a point 18 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;

North McClurg Court
(east side)

From a point 45 feet south of East Erie Street to a point 38 feet south thereof;

North Michigan Avenue
(upper level)
(east side)

From a point 96 feet north of north property line of East Hubbard Street to a point 60 feet north thereof -- 9:30 A.M. to 4:00 P.M.;

West Montrose Avenue
(north side)

From a point 75 feet west of North Long Avenue to a point 35 feet west thereof;

West North Avenue

From a point 33 feet west of North

Public Way	Distance and Hours
(south side)	Massasoit Avenue to a point 25 feet west thereof -- at all times;
West Oak Street (south side)	From a point 94 feet east of North LaSalle Street to a point 41 feet east thereof -- at all times;
North Orleans Street (west side)	From a point 40 feet south of West Hubbard Street to a point 60 feet south thereof -- at all times;
North Pulaski Road (west side)	From a point 30 feet north of West Dakin Street to a point 50 feet north thereof -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday;
North Sawyer Avenue (west side)	From a point 20 feet north of West Armitage Avenue to a point 25 feet north thereof -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday;
West School Street (north side)	From a point 20 feet east of North Racine Avenue to a point 65 feet east thereof -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday;
North Sheffield Avenue (west side)	From a point 140 feet south of West School Street to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West Tilden Street (north side)	From a point 20 feet west of South Morgan Street to a point 325 feet west thereof;
West Wellington Avenue (south side)	From a point 215 feet west of North Mildred Avenue to a point 25 feet west thereof -- 919-921 West Wellington Avenue -- (handicapped loading zone);
West 26th Street (north side)	From a point 100 feet east of South Wells Street to a point 40 feet east thereof -- 8:00 A.M. to 6:00 P.M.;
West 94th Street (south side)	From South Oakley Avenue to a point 60 feet east thereof (3 spaces).

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

Loading Zones Amended.

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

SECTION 1. Amend ordinance passed 2-13-85, page 13545, which reads: North Clark Street (west side) from a point 113 feet north of West Albion Avenue, to a point 70 feet north thereof -- 7:00 A.M. to 6:00 P.M., Monday thru Saturday by striking the above and inserting in lieu thereof North Clark Street (west side) from a point 113 feet north of West Albion Avenue to a point 70 feet north thereof (No Parking Loading Zone) -- Handicapped Symbol.

SECTION 2. Amend ordinance passed 12-27-67, page 2067 by striking West Tilden Street (north side) from a point 45 feet west of South Carpenter Street to a point 34 feet west thereof.

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

VEHICULAR TRAFFIC MOVEMENTS RESTRICTED AND AMENDED
ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee).

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

*Vehicular Traffic Movement Restricted to Single
Direction.*

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way	Limits and Directions
First alley north of South Archer Avenue	From T alley east of South Long Avenue to South Lorel Avenue -- easterly;
West Barry Avenue	From North Narragansett Avenue to North Meade Avenue -- easterly;
South Drake Avenue	From West 26th Street to West 25th Street -- northerly;
South Lafayette Avenue	From West 124th Street to West 121st Street (south of the I.C. R.R. tracks) and South Lafayette Avenue from West 121st Street (north of the I.C. R.R. tracks) to West 119th Street --northerly;
South LaSalle Street	From West 125th Street to West 121st Street (south of the I.C. R.R. tracks) and LaSalle Street from West 121st Street (north of the I.C. R.R. tracks) to West 119th Street -- northerly;
South Perry Avenue	From West 119th Street to West 121st Street (north of the R.R. tracks) and South Perry Avenue from West 121st Street (south of the R.R. tracks) to West 125th Street -- southerly;
West 81st Street	From South Keating Avenue to South Cicero Avenue -- westerly;
East 104th Place	From South Indiana Avenue to South Michigan Avenue -- westerly.
East 104th Street	From South State Street to South Michigan Avenue -- easterly.

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

Amend Single Direction.

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

SECTION 1. Amend ordinance passed 10-9-85, page 20606, related to West George Street from North Central Park to North Pulaski Road by striking North Central Park Avenue and inserting the first alley thereof -- westerly;

SECTION 2. Amend ordinance passed 9-21-62, page 7762, which reads South Yale Avenue between West 115th Street and West 119th Street by striking West 119th Street and inserting in lieu thereof West 127th Street -- southerly;

SECTION 3. Amend ordinance by striking West 46th Street from South Avers Avenue to South Hamlin Avenue -- easterly;

SECTION 4. Amend ordinance passed 10-9-85, page 20606, related to West George Street from North Central Park to North Pulaski Road by striking North Pulaski Road and inserting in lieu thereof North Harding Avenue -- westerly;

SECTION 5. Amend ordinance passed 4-25-85, pages 15827-28 by striking North Mont Clare Avenue, from West Wellington Avenue to West George Street - -southerly and inserting in lieu thereof North Mont Clare Avenue, from West George Street to West Wellington Avenue -- northerly;

SECTION 6. Amend ordinance passed 10-14-54, amended on 10-24-73, page 6440, further amended 9-15-76, page 3693 and on 5-9-84, located at 6456 West Kinzie Street from North Dearborn Street to North LaSalle Street -- easterly;

SECTION 7. This ordinance shall take effect and be in force hereinafter its passage and publication.

PARKING METER ZONES ESTABLISHED AND AMENDED
ON PORTIONS OF DESIGNATED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to parking meter zones.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Parking Meter Zones Established.

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

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to establish Parking Meter Areas as follows:

Street	Limits
South Hoyne Avenue (both sides)	From West 95th Street to the 1st alley south thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West Kinzie Street (both sides)	Between North Clark Street and and North LaSalle Street -- 8:00 A.M. to 6:00 P.M., -- Monday through Saturday;
West Superior Street (both sides)	Between North Sedgwick Street and North Hudson Avenue -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday.

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

Parking Meter Zones Amended.

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

SECTION 1. Removal at 4820 North Broadway -- two meters.

SECTION 2. Removal of meters located in front of 1840 North Clark Street -- Meter 252-1105 and 251-1117.

SECTION 3. Removal of meters in front of 5406 North Clark Street.

SECTION 4. Removal of meters at 540 North Dearborn Street -- Meters 238- 1108, 238-1109, 238-1110, 238-1111 -- Public Benefit.

SECTION 5. Removal of meters at North Dearborn Street (east side) from West Grand Avenue north to the driveway at 535 North Dearborn Street -- Meter 232-1119 and 232-1120.

SECTION 6. Removal of meter at 410 West Diversey Avenue -- Meter 4079.

SECTION 7. Removal of meter in front of 1035 West Granville Avenue -- 1 hour meter.

SECTION 8. Removal of meter in front of 6 West Maple Street -- Meter 219- 1048.

SECTION 9. Removal of meter at 645 North McClurg Court -- Meter 214- 1081.

SECTION 10. Removal of meters at 115 West Oak Street -- Meters 247-1001 and 247-1002.

SECTION 11. Amend ordinance for West Van Buren Street (both sides) between the South Branch of the Chicago River and South Canal Street amended as follows (south side) only from 30 minutes for 25 cents to 15 minutes for 25 cents.

SECTION 12. Striking "South Wells Street (both sides) between West Monroe Street and West Polk Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday -- 25 cents for 15 minutes, 30 minutes limit" and inserting in lieu thereof "South Wells Street (both sides) between West Monroe Street and West Harrison Street -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday -- 25 cents for 15 minutes, 30 minutes limit".

SECTION 13. This ordinance shall take effect and be in force hereinafter its passage and publication.

PARKING LIMITATIONS ESTABLISHED AND AMENDED ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to parking limitations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Parking Limitations Established.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits and Time
North Kedzie Avenue (west side)	From a point 302 feet south of North Elston Avenue to a point 50 feet south thereof -- 1 hour, 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
South Oak Park Avenue (west side)	From West 63rd Street to the 1st alley south thereof -- 1 hour, 8:00 A.M. to 12:00 P.M.;
South Pulaski Road (west side)	From a point 220 feet south of West 79th Street to a point 45 feet south thereof -- 1 hour, 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
West 61st Place (both sides)	From South Kedzie Avenue to the 1st alley west thereof -- 1 hour, 8:00 A.M. to 5:00 P.M. -- Monday through Saturday.

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

Parking Limitations Amended.

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

SECTION 1. Amend ordinance for West Armitage Avenue from North Lavergne Avenue to North Leclair Avenue -- 1 hour, 9:00 A.M. to 6:00 P.M., Monday through Friday striking "Friday" and inserting in lieu thereof "Saturday".

SECTION 2. Repeal ordinance passed 9-10-54, page 8199, which reads "South Hoyne Avenue (east side) from a point 50 feet south of West 95th Street to a point 75 feet south thereof -- 1 hour, 8:00 A.M. to 6:00 P.M., except Sunday and holidays."

SECTION 3. Repeal ordinance passed 9-10-54, page 8199, which reads "South Hoyne Avenue (west side) from a point 20 feet south of West 95th Street to a point 80 feet south thereof -- 1 hour, 8:00 A.M. to 6:00 P.M., except Sunday and holidays."

SECTION 4. Repeal ordinance passed 9-6-84, page 8755, by striking "North Oak Park Avenue (west side) from a point 30 feet north of West North Avenue to the 1st alley north thereof -- 1 hour, 9:00 A.M. to 4:00 P.M., Monday through Friday" and inserting in lieu thereof "North Oak Park Avenue (west side) from West North Avenue to the 1st alley north thereof -- No Parking Any Time."

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

REGULATIONS PRESCRIBED AND AMENDED IN REFERENCE TO PARKING OF VEHICLES ON SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass nine proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the parking of vehicles.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Prohibition Against Parking of Vehicles At All Times.

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
West Altgeld Street (north side)	From a point 70 feet west of North Francisco Avenue, to a point 25 feet west thereof -- (2500 North Francisco Avenue - Permit 1308);
South Archer Avenue (both sides)	From South Kostner Avenue, to the railroad tracks west thereof --Trucks Only;
West Armitage Avenue (south side)	From a point 74 feet east of North Monticello Avenue, P/L to a point 97 feet east thereof;
South Artesian Avenue (west side)	From a point 181 feet south of West 65th Street, to a point 25 feet south thereof -- (6518 South Artesian Avenue -- Permit 1269);
South Avenue L (west side)	From a point 45 feet north of East 102nd Street, to a point 25 feet north thereof -- (10156 South Avenue L -- Permit 1292);
North Bell Avenue (west side)	From a point 25 feet south of West Palmer Street, to a point 20 feet south thereof -- (2162 North Bell Avenue -- Permit 427);
West Belmont Avenue (north side)	At the rear of 3200 North Lake Shore Drive;
South Bishop Street (west side)	From a point 245 feet south of West 18th Street, to a point 45 feet south thereof;
South Bonfield Street	From a point 116 feet north of West

Public Way	Area
(east side)	31st Street, to a point 24 feet north thereof -- (3087 South Bonfield Street -- Permit 1261);
North Broadway (east side)	From a point 73 feet south of West Thorndale Avenue to a point 47 feet south thereof;
West Bryn Mawr Avenue (south side)	From North Fairview Avenue to North Cumberland Avenue and West Bryn Mawr Avenue (north side) from North Cumberland Avenue east to 8323 West Bryn Mawr Avenue (City limits);
South Buffalo Avenue (west side)	From a point 312 feet south of East 87th Street, to a point 25 feet south thereof - (Handicapped Parking -- Permit 1248);
North California Avenue (alongside of 1401)	On West Hirsch Street --(Public Benefit);
North Campbell Avenue (east side)	From a point 92 feet north of West Charleston Avenue, to a point 22 feet north thereof -- (2111 North Campbell Avenue -- Permit 1278);
South Carpenter Street (west side)	From a point 463 feet north of the 1st alley south of 32nd Place, to a point 25 feet north thereof -- (3332 South Carpenter Street -- Permit 1282);
South Champlain Avenue (east side)	From a point 78 feet south of East 106th Street, to a point 15 feet south thereof -- (10609 South Champlain Avenue --Permit 1313);
North Christiana Avenue (east side)	From a point 250 feet south of West Huron Street, to a point 25 feet south thereof -- (635 North Christiana Avenue - Permit 1328);
West Cornelia Avenue (south side)	From a point 21 feet east of North Laramie Avenue, to a point 25 feet east thereof -- (3449 North Laramie Avenue -- Permit 794);

Public Way	Area
South Cornell Avenue (west side)	From a point 165 feet north of East 77th Street, to a point 25 feet north thereof -- (7640 South Cornell Avenue -- Permit 1317);
West Cortland Street (south side)	From a point 345 feet west of North Damen Avenue, to a point 20 feet thereof -- (2035 West Cortland Street -- Permit 1311);
North Dearborn Street (east side)	From West Grand Avenue, to a point 103 feet north thereof;
West Dickens Street (north side)	From a point 142 feet west of Damen Avenue to a point 25 feet west thereof -- Church Entrance;
West Deming Place (south side)	From a point 132 feet west of North Kilpatrick Avenue, to a point 25 feet west thereof -- (4715 West Deming Place -- Permit 932);
North Drake Avenue (east side)	From a point 240 feet south of West Thorndale Avenue, to a point 25 feet south thereof -- (5835 North Drake Avenue -- Permit 298);
South Drexel Avenue (east side)	From a point 240 feet south of East 84th Street, to a point 25 feet south thereof -- (8427 South Drexel Avenue -- Permit 1293);
East Erie Street (south side)	From a point 205 feet west of North Lake Shore Drive, to a point 145 feet west thereof;
South Euclid Avenue (west side)	From a point 255 feet south of East 77th Street, to a point 25 feet south thereof -- (7728 South Euclid Avenue -- Permit 1229);

Public Way	Area
West Evergreen Avenue	From North Wells Street, to a point 184 feet west thereof;
South Francisco Avenue (east side)	From a point 511 feet north of West 61st Street, to a point 25 feet north thereof -- (6007 South Francisco Avenue - Permit 1316);
West George Street (both sides)	From North Pulaski Road, to the first alley east thereof;
North Greenview Avenue (west side)	From a point 110 feet south of West North Avenue, to a point 25 feet south thereof -- (1510 North Greenview Avenue -- Permit 1277);
North Hamlin Avenue (west side)	At 2846;
North Hamilton Avenue	At 4411;
North Harding Avenue (east side)	From a point 204 feet south of West Iowa Street, to a point 25 feet south thereof -- (837 North Harding Avenue -- Permit 1276);
South Homan Avenue (west side)	From a point 391 feet south of West 111th Street, to a point 25 feet south thereof -- (11142 South Homan Avenue -- Permit 1283);
South Honore Street (west side)	From a point 152 feet south of West 37th Street, to a point 25 feet south thereof -- (3716 South Honore Street -- Permit 1272);
North Hoyne Avenue (east side)	From a point 355 feet east of West Diversey Avenue, to a point 20 feet east thereof -- (2721 North Hoyne Avenue -- Permit 1314);
North Hoyne Avenue (east side)	From a point 55 feet south of West Hood Avenue, to a point 25 feet south thereof -- (6141 North Hoyne Avenue -- Permit 1247);

Public Way	Area
West Hubbard Street (south side)	From a point 92 feet west of North Orleans Street, to a point 52 feet west thereof and from a point 190 feet west of North Orleans Street, to a point 25 feet west thereof;
West Jerome Street (south side)	From a point 100 feet east of North Rockwell Street, to a point 25 feet east thereof -- (2547 West Jerome Street -- Permit 1312);
South Justine Street (east side)	From a point 261 feet south of West 61st Street, to a point 25 feet south thereof -- (6127 South Justine Street -- Permit 1250);
South Kenneth Avenue (east side)	From a point 152 feet north of West 61st Street, to a point 25 feet north thereof -- (6045 South Kenneth Avenue -- Permit 1257);
South Kilpatrick Avenue (east side)	From a point 218 feet north of West 64th Street, to a point 25 feet north thereof -- (6335 South Kilpatrick Avenue -- Permit 1279);
South Kingston Avenue (east side)	From a point 490 feet south of East 87th Street, to a point 25 feet south thereof -- (8749 South Kingston Avenue - Permit 1255);
North Kolmar Avenue (west side)	From a point 300 feet north of West Diversey Avenue, to a point 25 feet north thereof -- (2828 North Kolmar Avenue -- Permit 1265);
South Lafayette Avenue (east side)	From a point 125 feet north of West 71st Street, to a point 19 feet north thereof -- (7116 South Lafayette Avenue - Permit 1303);
South Lamon Avenue (west side)	From a point 260 feet north of South Archer Avenue, to a point 25 feet north thereof -- (5136 South Lamon Avenue -- Permit 1264);

Public Way	Area
South LaSalle Street (east side)	From a point 205 feet north of West 97th Street, to a point 25 feet north thereof -- (9637 South LaSalle Street -- Permit 1280);
North Lawndale Avenue (east side)	From a point 76 Feet east of West Augusta Boulevard, to a point 25 feet east thereof -- (951 North Lawndale Avenue -- Permit 1266);
North Lawndale Avenue (east side)	From a point 165 feet south of West Fullerton Avenue, to a point 25 feet south thereof -- (2339 North Lawndale Avenue -- Permit 1302);
West Leland Avenue (north side)	At 836;
South Lloyd Avenue (east side)	From a point 135 feet south of Bonaparte Avenue, to a point 25 feet south thereof -- (3001 South Lloyd Avenue -- Permit 1262);
South Lloyd Avenue (east side)	From a point 287 feet north of South Lyman Avenue, to a point 21 feet north thereof -- (3011 South Lloyd Avenue -- Permit 1304);
North Lynch Avenue (west side)	From a point 65 feet south of North Leavenworth Avenue, to a point 40 feet south thereof;
South Maplewood Avenue (west side)	From a point 10 feet north of West Columbus Avenue, to a point 25 feet north thereof -- (7448 South Maplewood Avenue -- Permit 717);
North Marmora Avenue (west side)	From a point 180 feet north of West George Street, to a point 25 feet north thereof -- (2918 North Marmora Avenue - Permit 1286);
South May Street (west side)	From the north property line of 3304, to a point 25 feet south thereof -- (3304 South May Street -- Permit 1285);

Public Way	Area
West Maypole Avenue (north side)	From a point 355 feet West of North Talman Avenue, to a point 25 feet west thereof -- (2704 West Maypole Avenue -- Permit 1246);
North McVicker Avenue	At 4037 -- Driveway;
South Michigan Avenue	At 10247 -- Driveway;
North Milwaukee Avenue	At 2529 -- (at Driveway);
North Monticello Avenue (west side)	From a point 250 feet north of West Rosemont Avenue, to a point 20 feet north thereof -- (6324 North Monticello Avenue -- Permit 1239);
West Moffat Street	Alongside of 1860-1862 North Milwaukee Avenue;
North Nagle Avenue (east side)	From a point 155 feet south of West Addison Street, to a point 25 feet south thereof -- (3543 North Nagle Avenue -- Permit 1298);
North North Park Avenue (east side)	From a point 90 feet north of West Evergreen Avenue, to a point 68 feet north thereof;
South Oglesby Avenue (west side)	From a point 54 feet north of East 92nd Street, to a point 25 feet north thereof -- (9152 South Oglesby Avenue -- Permit 13224);
West Ohio Street	At 5000;
South Parnell Avenue (east side)	From a point 225 feet south of West 32nd Street, to a point 25 feet south thereof -- (3223 South Parnell Avenue -- Permit 1191);
North Paulina Street	From a point 225 feet south of West

Public Way	Area
(west side)	Walton Street, to a point 23 feet south thereof -- (862 North Paulina Street -- Permit 1260);
North Paulina Street (east side)	From a point 58 feet south of West Bloomingdale Avenue, to a point 58 feet south thereof;
South Phillips Avenue (east side)	From a point 170 feet north of East 85th Street, to a point 25 feet north thereof -- (8441 South Phillips Avenue -- Permit 1325);
North Pine Avenue (west side)	From a point 161 feet north of West Kinzie Street, to a point 25 feet north thereof -- (416 North Pine Avenue -- Permit 1295);
South Racine Avenue (east side)	From a point 145 feet south of West 102nd Street, to a point 25 feet south thereof -- Permit 1300;
South Racine Avenue (both sides)	From West Jackson Boulevard, to West Van Buren Street;
North Redwood Drive (east side)	From West Serbian Road, to a point 125 feet south thereof;
South Rhodes Avenue (west side)	From a point 35 feet north of East 106th Street, to a point 25 feet north thereof -- (10554 South Rhodes Avenue -- Permit 1274);
South Sangamon Street (west side)	From a point 145 feet north of West 76th Street, to a point 25 feet north thereof -- (7536 South Sangamon Street -- Permit 1270);
North Seminary Avenue	Alongside of 1101 West Wolfram Street on the (north side) of alley at end of garage apron;
West Serbian Road (south side)	From North Redwood Drive east, to North Osage Avenue;
West Summerdale Avenue	From a point 195 feet east of North

Public Way	Area
(south side)	Francisco Avenue, to a point 25 feet east thereof -- (2837 West Summerdale Avenue -- Permit 1251);
West Summerdale Avenue (north side)	From a point 100 feet east of North Francisco Avenue, to a point 25 feet east thereof -- (2846 West Summerdale Avenue -- Permit 1267);
North Talman Avenue (west side)	From a point 190 feet south of West Ainslie Street, to a point 25 feet south thereof -- (4852 North Talman Avenue -- Permit 1263);
South Talman Avenue (east side)	From a point 270 feet north of West 54th Street, to a point 25 feet north thereof -- (5331 South Talman Avenue -- Permit 1242);
South Talman Avenue (east side)	From a point 5 feet north of West 62nd Street, to a point 25 feet north thereof -- (6159 South Talman Avenue -- Permit 1305);
West Thomas Street (south side)	From a point 375 feet east of North Ashland Avenue, to a point 20 feet east thereof -- (1521 West Thomas Street -- Permit 1281);
West Tilden Street (north side)	From a point 345 feet west of South Morgan Street, to a point 16 feet west thereof;
North Troy Street (east side)	From a point 230 feet south of West Irving Park Road, to a point 25 feet south thereof -- (3933 North Troy Street -- Permit 1296);
South Tripp Avenue (east side)	From a point 258 feet south of West 26th Street, to a point 25 feet south thereof -- (2627 South Tripp Avenue -- Permit 1258);
South Tripp Avenue	From a point 92 feet north of West

Public Way	Area
(west side)	62nd Street, to a point 25 feet north thereof -- (6148 South Tripp Avenue -- Permit 1273);
South Vernon Avenue (east side)	From a point 95 feet south of East 81st Street to a point 25 feet south thereof -- (8111 South Vernon Avenue -- Permit 1307);
South Vernon Avenue (west side)	From a point 230 feet north of East 95th Street, to a point 25 feet north thereof -- (9432 South Vernon Avenue -- Permit 1256);
West Walton Street (south side)	From a point 209 feet east of North Lamont Avenue, to a point 25 feet east thereof -- (4839 West Walton Street -- Permit 1287);
West Washington Boulevard (south side)	From a point 68 feet east of North Lockwood Avenue, to a point 18 feet east thereof -- (5253 West Washington Boulevard -- Permit 735);
North Washtenaw Avenue (west side)	From a point 130 feet south of West Ainslie Street, to a point 25 feet south thereof -- (4858 North Washtenaw Avenue -- Permit 1252);
South Wells Street (both sides)	From West Harrison Street, to West Taylor Street;
North Western Avenue (east side)	From a point 102 feet north of West Lunt Avenue, to a point 62 feet north thereof;
North Whipple Street (east side)	From a point 145 feet north of West Dickens Avenue, to a point 25 feet north thereof -- (2117 North Whipple Street -- Permit 1318);
North Whipple Street (east side)	From a point 160 feet north of West Irving Park Road, to a point 25 feet north thereof -- (4017 North Whipple Street -- Permit 1315);

Public Way	Area
West Wilcox Street (south side)	From a point 105 feet east of South Kostner Avenue, to a point 25 feet east thereof -- (4347 West Wilcox Street -- Permit 1259);
West Wilson Avenue	At 939 -- (at either side of drive- way);
West Winona Street (south side)	From a point 370 feet east of North Leclaire Avenue, to a point 20 feet east thereof -- (5021 West Winona Street -- Permit 1301);
West 21st Place (south side)	From a point 230 feet east of South Wood Street, to a point 25 feet east thereof -- (1735 West 21st Place -- Permit 1271);
West 21st Place (south side)	From a point 25 feet west of South Damen Avenue, to a point 25 feet west thereof -- (2003 West 21st Place -- Permit 1275);
West 31st Street (south side)	From a point 45 feet east of South Lawndale Avenue, to a point 25 feet east thereof -- (3653 West 31st Street -- Permit 1289);
West 32nd Street (south side)	From a point 30 feet west of South Canal Street, to a point 25 feet west thereof -- (3200 South Canal Street - - Permit 1310);
West 48th Street (north side)	From a point 297 feet west of South Morgan Street, to a point 23 feet west thereof -- (1030 West 48th Street -- Permit 1254);
West 63rd Street (north side)	From South Austin Avenue, to a point 100 feet west of South McVicker Avenue;
East 78th Street (north side)	From a point 106 feet east of South Marquette Avenue, to a point 25 feet east thereof;

Public Way	Area
West 85th Place (south side)	From a point 130 feet west of South Central Park Avenue, to a point 25 feet west thereof -- (3615 West 85th Place -- Permit 1291);
East 89th Place (north side)	From a point 100 feet east of South Lawrence Avenue, to a point 25 feet east thereof -- (610 East 89th Place - -Permit 1290);

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

Amend Parking Prohibited At All Times.

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

SECTION 1. Repeal ordinance passed 3-20-85, page 14635, which reads West Bryn Mawr Avenue, (south side) -- from North Sayre Avenue, to North Harlem Avenue.

SECTION 2. Amend ordinance passed 10-9-85, page 20519, by striking North Clark Street, (east side) -- from West Grand Avenue, to a point 48 feet north thereof and inserting in lieu thereof North Clark Street, (east side) -- from a point 30 feet north of West Grand Avenue, to a point 48 feet north thereof.

SECTION 3. Striking ordinance which reads 2952 South Farrell Street.

SECTION 4. Amend ordinance passed 10-13-76, page 3841, which reads West Fletcher Street, (both sides) -- from North Clark Street, to the first alley west thereof by striking, (both sides) and inserting in lieu thereof (north side).

SECTION 5. Repeal ordinance passed 2-15-84, page 5085, for Handicapped Parking Permit 717 at 6417 South Wolcott Avenue.

SECTION 6. Repeal ordinance passed 4-25-85, page 15832, for Handicapped Parking Permit 932 at 4320 West Haddon Avenue.

SECTION 7. Repeal ordinance passed 9-25-84, pages 9695 and 9696 for Handicapped Parking Permit 794 at 5035 West Henderson Street.

SECTION 8. Repeal ordinance passed 3-30-84, page 5836, Handicapped Parking Permit 735 at 3920 West Polk Street.

SECTION 9. Repeal ordinance passed 4-21-83, page 10389, Handicapped Parking Permit 427 at 1726 West School Street.

SECTION 10. Repeal ordinance passed 12-28-78, page 9390, which reads North Sheffield Avenue (west side) from a point 9390, which reads North Sheffield Avenue (west side) from a point 95 feet north thereof.

SECTION 11. Repeal ordinance passed 2-11-81, page 5479, for Handicapped Parking Permit 298 at 5837 North Washtenaw Avenue.

SECTION 12. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Prohibition Against Parking of Vehicles During
Specified Hours.*

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

SECTION 1. Pursuant to Section 27-414 of Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limit and Time
West Bryn Mawr Avenue (south side)	From North Oketo Avenue to North Oriole Avenue -- 7 A.M. to 4 P.M.;
South Damen Avenue (both sides)	From West 93rd Street to West 94th Street -- 8 A.M. to 10 A.M., Monday through Friday;
West Devon Avenue (south side)	From North Damen Avenue to North Kedzie Avenue -- 6 A.M. to 9 P.M., Monday, Wednesday and Friday;
West Devon Avenue (north side)	From North Damen Avenue to North Kedzie Avenue -- 6 A.M. to 9 A.M., Tuesday and Thursday;
West Harlem Avenue (both sides)	Between West Olive Avenue and North Talcott Avenue -- 8 A.M. to 6 P.M., Monday through Friday;
South Kenneth Avenue (both sides)	From South Archer Avenue to West 51st Street -- 8 A.M. to 10 A.M., Monday through Friday;

Public Way

Limit and Time

South Millard Avenue
(east side)

From West 52nd Street to West 53rd
Street -- 8 A.M. to 5 P.M., Monday
through Friday;

North Page Avenue
(west side)

From West Belmont Avenue, to a
point 350 feet north thereof -- 7 A.M. to 9
A.M., Monday through Friday;

West 77th Street
(both sides)

From 3900 to 3814 and 3901 to 3935
-- 7 A.M. to 9 A.M., Monday through
Friday.

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

*Amend Prohibition Against Parking of Vehicles
During Specified Hours.*

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

SECTION 1. Repeal ordinance passed 3-9-83, page 16380, which reads West Bryn Mawr Avenue (both sides) between North Harlem Avenue and North Odell Avenue -- 7:00 A.M. to 4:00 P.M., Monday through Friday. Also, repeal ordinance passed 6-28-83, page 309, which reads West Bryn Mawr Avenue (both sides) from North Odell Avenue to North Oketo Avenue -- 7:00 A.M. to 4:00 P.M., Monday through Friday.

SECTION 2. Amend ordinance by striking West Division Street from North Keeler Avenue to North Kostner Avenue (north side) -- 4:00 P.M. to 6:00 P.M., (south side) -- 7:00 A.M. to 9:00 A.M.

SECTION 3. Amend ordinance passed 3-6-53, page 9056, which reads South Lawndale Avenue (east side) between 58th Place and 59th Place -- 7:00 A.M. to 9:00 A.M. and (west side) from 4:00 P.M. to 6:00 P.M., Monday through Friday, by striking the above and inserting in lieu thereof (east side) from 1st alley north of 59th Street to 58th Place and (west side) from 58th Place to 59th Street -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M., Monday through Friday.

SECTION 4. Amend ordinance passed 9-6-84, page 8760, by striking North Oak Park Avenue (west side) from a point 30 feet north of West North Avenue to the first alley north thereof -- 4:00 P.M. to 6:00 P.M., Monday through Friday.

SECTION 5. Amend ordinance by striking West 66th Street (both sides) from South Cicero Avenue, to the 1st alley east of South Knox Avenue -- 8:00 A.M. to 10:00 A.M., Monday through Friday.

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

Residential Permit Parking Zones Established.

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as Residential Permit Parking Zones, for the following location:

Street	Limit and Time
North Austin Avenue (both sides)	From the 1st alley north of Northwest Highway to West Bryn Mawr Avenue -- at all times -- Zone 74;
West Balmoral Avenue (both sides)	From North Kimball Avenue to North Bernard Avenue -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday -- Zone 1;
West Bryn Mawr Avenue (north side)	From North Oketo Avenue to North Osceola Avenue -- at all times -- Zone 14;
South Carpenter Street (both sides)	From 7800 south to 7900 south --- at all times -- Zone 77;
West Cornelia Avenue (north side)	From North Austin Avenue to North Meade Avenue -- at all times -- Zone 45;
South Harper Avenue (east side)	From a point 204 feet south of 55th Street to 56th Street -- 3:00 P.M. to 6:00 P.M. -- Monday through Saturday -- Zone 32;
West Hermione Street	Between North Milwaukee Avenue and North Nagle Avenue;
West Hollywood Avenue (both sides)	From North St. Louis Avenue to North Drake Avenue -- 8:00 A.M. to 8:00 P.M. -- Monday through Friday -- Zone 1;
South Keating Avenue (east side)	From 7805 south to 7827 south -- 8:00 A.M. to 8:00 P.M. -- at all times -- Zone 71;

Street	Limit and Time
North Kilbourn Avenue (west side)	Between Agatite Avenue and Sunnyside Avenue and North Kilbourn Avenue (east side) between Sunnyside Avenue and 4421 North Kilbourn Avenue -- at all times -- Zone 60;
South McVicker Avenue (both sides)	From West 53rd Street to the 1st alley north of South Archer Avenue - - 8:00 A.M. to 6:00 P.M. -- Sunday through Saturday -- Zone 29;
South Newland Avenue (both sides)	From West 56th Street to the 1st alley south of Archer Avenue --9:00 A.M. to 5:00 P.M. -- Monday through Friday -- Zone 30;
West Newport Avenue (both sides)	From North Cicero Avenue to 4868 West -- at all times -- Zone 47;
North Osceola Avenue (both sides)	At 5600;
North Osceola Avenue (both sides)	At 5700;
South Wood Street (east side)	From West 37th Street to West 38th Street -- at all times -- Zone 31;
South Wood Street (west side)	From West 37th Street to West 38th Street -- at all times -- Zone 31;
West 53rd Street (south side)	From South Kilpatrick Avenue to the 1st alley east thereof -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday - -Zone 4;
West 91st Street (both sides)	From South Damen Avenue to South Hoyne Avenue -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday -- Zone 75.

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

Amend Residential Permit Parking Zone.

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

SECTION 1. Amend ordinance passed 8-7-85, page 19107, by striking South Wentworth Avenue (east side) from West 81st Street to West 83rd Street -- Zone 64.

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

Establishment of Service Drive/Diagonal Parking.

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below-named street is hereby designated as a Service Drive, and further pursuant to said Section Diagonal parking is hereby permitted in said newly designated location.

Street	Limits
West 60th Street (north side)	From South Meade Avenue to South Merrimac Avenue.

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

Diagonal Parking Established.

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, a portion of the below-named streets is hereby designated as Diagonal Parking, for the following locations:

Street	Limit
South Mayfield Avenue (west side)	From West 63rd Street to the first alley north thereof;
North Mont Clare Avenue (east side)	From West Higgins Avenue to the first alley south thereof;
West Rice Street (south side)	From North Kostner Avenue (east property line) to a point 206 feet west thereof;

Street	Limit
West 64th Street (north side)	From South Washtenaw Avenue to South Fairfield Avenue.

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

Amend Service Drive/Diagonal Parking.

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

SECTION 1. That an ordinance passed 10-14-70, page 9261 by striking South Aberdeen Street (west side) from West 35th Street to the first alley north thereof - Service Drive/Diagonal Parking Permitted -- 30 minutes.

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

SPEED LIMITATION ESTABLISHED ON SPECIFIED STREET.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed order previously referred to the committee on December 11, 1985):

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

SECTION 1. Pursuant to Section 27-212 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Street	Limit and Speed
West North Park Avenue (both sides)	From West Eugenie Street to West Menomonee Street -- 25 m.p.h.:

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

THROUGH STREETS ESTABLISHED AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on November 13, 1985 and January 26, 1986):

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

SECTION 1. Pursuant to Section 27-200 of the Municipal Code of Chicago, the following streets between the limits indicated are hereby designated as through streets:

Street	Limit
Entrances to the north/south alley	First alley west of North Mulligan Avenue in the 2600 block;
Entrances to the north/south and east/west alleys	Bounded by West 63rd Street, West 63rd Place, South Austin Avenue and South Meade Avenue.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

TRAFFIC LANE TOW-AWAY ZONES ESTABLISHED
ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on November 6 and 26, December 4 and 17, 1985 and January 16 and 30, and February 13 and 26, 1986):

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following location is hereby designated as a Traffic Lane Tow-Away Zone between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said route:

Public Way	Limit and Time
North Broadway Avenue	At 4820 - 40 feet, at all times;
East Burton Place (north side)	From a point 20 feet west of North Astor Street, to a point 90 feet west thereof -- at all times;
North Cleveland Avenue (both sides)	Between West Oak Street and West Hobbie Street -- at all times;
North Clifton Avenue (both sides)	From North Broadway to West Wilson Avenue;
West Diversey Parkway (north side)	From a point 145 feet west of North Sheridan Road, to a point 65 feet west thereof;
West Goethe Street (both sides)	From North Wells Street to North LaSalle Drive -- at all times;
North Halsted Street (east side)	From a point 225 feet north of West Armitage Avenue, to a point 30 feet north thereof;
North Halsted Street (east side)	From a point 20 feet south of West Newport Avenue, to a point 50 feet south thereof -- and North Halsted Street (east side) -- from a point 20 feet north of West Newport Avenue, to a point 50 feet north thereof;
North/south alley	Between South Indiana Avenue and

Public Way	Limit and Time
(both sides)	South Michigan Avenue from the north property line of East Cullerton Street, to a point 136 feet north thereof;
North Jefferson Street (both sides)	And under the Northwestern Railroad tracks from West Hubbard Street to West Kinzie Street;
East Schiller Street (north side)	From a point 80 feet west of North Lake Shore Drive, to a point 25 feet west thereof;
West Menomonee Street (north side)	From a point 60 feet east of North Sedgwick Street, to a point 20 feet east thereof;
East Oak Street (south side)	From North State Street to North Michigan Avenue -- 4:30 P.M. to 6:00 P.M., -- Monday thru Friday;
South Sacramento Avenue (both sides)	From West 41st Place to South Archer Avenue -- at all times;
West Schiller Street (south side)	From North Wells Street to North North Park Avenue -- at all times;
South Shore Drive (both sides)	From East 67th Street to East 83rd Place;
North Wells Street (west side)	From a point 121 feet south of West Schiller Street, to a point 54 feet south thereof.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AMEND TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed orders previously referred to the committee on November 20, 1985 and January 16, 1986):

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

SECTION 1. Repeal ordinance for West Kinzie Street (north side) -- from North Clark Street to North LaSalle Street.

SECTION 2. Amend ordinance passed 5-21-71, pages 269-270, which reads North Commonwealth Avenue (west side) -- from a point 30 feet north of West Diversey Parkway, to a point 30 feet north thereof "No Parking Anytime" and inserting in lieu thereof "No Parking Any Time Tow-Away Zone."

SECTION 3. Removal of existing tow-away zone on North Miami Avenue from North Elston Avenue to the first alley west thereof.

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage.

on motion of Alderman Laurino, the foregoing proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

ESTABLISHMENT OF TRAFFIC WARNING SIGNS ON
PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed orders transmitted therewith (as a substitute for proposed orders previously referred to the committee on March 20, September 11, November 6, 13, 20, 26, December 4, 11, 17, 23, 30, 1985 and January 16, 30, February 4, 13 and 26, 1986):

Ordered. That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets of the types specified:

Street	Type of Sign
West Albion Avenue and North Western Avenue	"Automatic Traffic Control" signals;
North Bernard Street and West Berteau Avenue, stopping traffic on North Bernard Street	"Stop" sign;
East/westbound traffic on West Bloomingdale Boulevard at intersection of North Mason Avenue	"Stop" sign;
East/westbound traffic on West Byron Street at North Newland Avenue	"Stop" sign;
South Calhoun Avenue at the intersection of East 106th Street	"Stop" sign;
South Calumet Avenue at the intersection of East 77th Street	"Stop" sign;
South Calumet Avenue and East 101st Street, stopping northbound traffic	"Stop" sign;
North Cicero Avenue and West Roscoe Street	"Automatic Traffic Control" signals;
North/southbound traffic on North Claremont Avenue at West Byron Street	"Stop" sign;

Street	Type of Sign
East/westbound traffic on West Cornelia Avenue at North Natchez Avenue	"All-Way Stop" sign;
South Blackstone Avenue and West 64th Street	"3-Way Stop" sign;
West Cornelia Avenue for North Normandy Avenue	"Stop" sign;
West Coyle Avenue and North Francisco Avenue, stopping Coyle Avenue	"Stop" sign;
West Cullom Avenue and North Menard Avenue	"All-Way Stop" sign;
South Dearborn Street and West Cullerton Street	"4-Way Stop" sign;
(Both ends) of the east/ west alley adjacent to the driveway of the City of Chicago garage south of West Devon Avenue between North Camp- bell Avenue and North Maplewood Avenue	"Stop" sign;
West Eddy Street and North Hamlin Avenue, stopping Eddy Street	"Stop" sign;
West Eddy Street and North Meade Avenue	"Stop" sign;
South Forest Avenue and East 101st Street	"Stop" sign;
West Granville Avenue and North Kedvale Avenue	"Stop" sign;
North/southbound traffic on North Greenview Avenue at West George Street	"Stop" sign;
South Hamlin Avenue and West 64th Place, stopping north/south traffic on Hamlin Avenue	"2-Way Stop" sign;

Street	Type of Sign
South Hamlin Avenue and West 103rd Street	"Automatic Traffic Control" signals;
North/southbound traffic on North Hamilton Avenue at intersection of West Hood Avenue	"Stop" sign;
South Karlov Avenue at West 86th Street	"Stop" sign;
North Kedvale Avenue and West Rosemont Avenue	"Stop" sign;
North/southbound traffic on South Keeler Avenue at the intersection of West 56th Street	"Stop" sign;
West Kemper Place and North Orchard Street	"All-Way Stop" sign;
North Kilbourn Avenue and West Cornelia Avenue	"All-Way Stop" sign;
South Komensky Avenue and West 61st Street, stopping Komensky Avenue	"Stop" sign;
North Lamon Avenue for West Medill Avenue	"Stop" sign;
North Lavergne Avenue for West Medill Avenue	"Stop" sign;
Northwest corner of North Lawndale Avenue and West Schubert Avenue	"Stop" sign;
North Leclaire Avenue and West Palmer Street	"Stop" sign;
North/southbound traffic on South Lowe Avenue at intersection of West 65th Street	"Stop" sign;
North McVicker Avenue for West Belden Avenue	"4-Way Stop" sign;

Street	Type of Sign
West Melrose Avenue and North Campbell Avenue	"All-Way Stop" sign;
North Melvina Avenue and West Newport Avenue	"3-Way Stop" sign;
North/southbound traffic on North Mildred Avenue at intersection of West Schubert Avenue	"Stop" sign;
Northwest corner of North Monticello Avenue and West Schubert Avenue	"All-Way Stop" sign;
North Navarre Avenue and North Neola Avenue	"Stop" sign;
North/southbound traffic on North New England Avenue at West Strong Street	"2-Way Stop" sign;
Parkside Avenue and Huron Street	"Stop" sign;
South Phillips Avenue for East 78th Street	"Stop" sign;
South Prairie Avenue and East 100th Street, stopping northbound traffic	"Stop" sign;
South Prairie Avenue and East 101st Street, stopping northbound traffic	"Stop" sign;
Prospect Avenue and South Wood Street	"4-Way Stop" sign;
North Richmond Street and West Arthur Avenue, stopping North Richmond Street	"Stop" sign;
South Richmond Street at West 53rd Street	"3-Way Stop" sign;

Street	Type of Sign
Stopping both South Richmond and West 64th Streets	"Stop" sign;
North Rockwell Street for West Balmoral Avenue	"All-Way Stop" sign;
North Rockwell Street and West Rascher Avenue	"All-Way Stop" sign;
West Rosemont Avenue and North Albany Avenue stopping Rosemont Avenue westbound	"Stop" sign;
North St. Louis Avenue at West Hirsch Street	"Stop" sign;
South Springfield Avenue at West 79th Place	"2-Way Stop" sign;
West Superior Street and North Campbell Avenue	"Stop" sign;
South Throop Street and West 29th Street	"3-Way Stop" sign;
West Willow Street and North Burling Street	"4-Way Stop" sign;
West Wilson Avenue and North Wolcott Street	"4-Way Stop" sign;
West Wilton Avenue for West Schubert Avenue	"Stop" sign;
West Wisconsin Avenue and North Kingsbury Street	"All-Way Stop" sign;
West Wrightwood Avenue and North Hampden Court	"All-Way Stop" sign;
West 25th Street and South Albany Avenue	"4-Way Stop" sign;
West 34th Place and South Wolcott Street stopping east/westbound traffic	"Stop" sign;

Street	Type of Sign
West 37th Street and South Hermitage Avenue stopping east/westbound traffic	"Stop" sign;
West 40th Street and South Dearborn Avenue stopping east/west traffic	"2-Way Stop" sign;
West 48th Street at South Laporte Avenue	"Stop" sign;
West 50th Street for South Keating Avenue	"All-Way Stop" sign;
West 52nd Street and South Pulaski Road	"Automatic Traffic Control" signal;
West 56th Street and South Kedzie Avenue	"Automatic Traffic Control" signals;
West 57th Street at South Normandy Avenue	"All-Way Stop" sign;
East 57th Street and South University Avenue	"All-Way Stop" sign;
West 58th Street and South Natchez Avenue	"All-Way Stop" sign;
West 60th Street and South Normandy Avenue, stopping 60th Street traffic	"4-Way Stop" sign;
West 61st Street and South Narragansett Avenue	"Automatic Traffic Control" signals;
Southwest corner of West 62nd Place at intersection of South Homan Avenue	"Stop" sign;
West 62nd Street and South Claremont Avenue	"4-Way Stop" sign;
West 64th Street and South Mayfield Avenue, stopping	"2-Way Stop" sign;

Street	Type of Sign
east/west on 64th Street	
West 79th Place at South Western Avenue for north/eastbound traffic	"No Right Turn" 7:00 A.M. to 9:00 A.M., Monday through Friday;
West 80th Place at South Western Avenue for north/eastbound traffic	"No Right Turn" 7:00 A.M. to 9:00 P.M., Monday through Friday;
West 80th Street and South California Avenue	"All-Way Stop" sign;
West 80th Place at South Western Avenue for north/eastbound	"No Right Turn" 7:00 A.M. to 9:00 A.M., Monday through Friday;
East/westbound traffic on East 81st Street intersection of South St. Lawrence Avenue	"Stop" sign;
West 81st Street and South Western Avenue for north/eastbound	"No Right Turn" 7:00 A.M. to 9:00 A.M., Monday through Friday;
South Calumet Avenue at East 84th Street	"2-Way Stop" sign;
South Prairie Avenue at East 84th Street	"2-Way Stop" sign;
East 85th Street and South Prairie Avenue, stopping east/northbound traffic	"2-Way Stop" sign;
East 88th Street and South Calumet Avenue	"Stop" sign;
East 90th Street and South Calumet Avenue	"3-Way Stop" sign;
East 96th Street and South Avenue M	"4-Way Stop" sign;
East 105th Street and South Eberhart Avenue	"3-Way Stop" sign;

Street	Type of Sign
West 107th Street and South Campbell Avenue, stopping east/ west traffic on 107th Street	"2-Way Stop" sign;
West 107th Street and South Rockwell Street, stopping east/ west traffic on 107th Street	"All-Way Stop" sign;
West 112th Street and South Albany Avenue	"4-Way Stop" sign.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

AMEND TRAFFIC WARNING SIGNS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance previously referred to the committee on February 13, 1986):

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

SECTION 1. Repeal ordinance passed 4-25-85, page 15846, which reads South St. Louis Avenue and West 77th Street stop signs for north/southbound traffic.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

INSTALLATION OF MISCELLANEOUS SIGNS ON PORTIONS
OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on September 6, 1984 and November 20 and 23, 1985):

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

Handicapped Crossing Signs	2500 West Belmont Avenue, North Campbell Avenue and West Melrose Street;
Edgebrook Signage Program	For the Edgebrook Chamber of Commerce Association.
Cornerstone Signs	West 103rd Street and South Kedzie Avenue -- southwest corner; West 111th Street and South Sacramento Avenue -- northeast corner; West 115th Street and South Kedzie Avenue -- northwest corner; and West 111th Street and South Pulaski Road -- southeast corner.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

WEIGHT LIMITATIONS ESTABLISHED ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on November 13, December 17, 1985 and January 30, 1986):

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

SECTION 1. Pursuant to Section 27-418 of the Municipal Code of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way	Limit and Maximum Load
North Moody Avenue	From West North Avenue to West Bloomingdale Road -- 5 tons;
West Superior Street	From North Noble Street to North Ashland Avenue -- 5 tons;
West 24th Place	From South Archer Avenue to South Canal Street -- 5 tons.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

*Failed to Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC
SIGNS, ETC.*

(Adverse Committee Recommendations).

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Laurino moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders Pass, notwithstanding the committee's adverse recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass*, by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

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

The committee report listing said ordinances and orders which *Failed to Pass*, reads as follows:

CHICAGO, May 30, 1986.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (October 6, 1982, October 16, 1984, May 15, 1985, August 7, 1985, September 24, 1985, October 9, 1985, October 17, 1985, November 6, 1985, November 13, 1985, November 20, 1985, November 26, 1985, December 4, 1985, December 11, 1985, December 17, 1985, December 30, 1985, January 16, 1986, January 30, 1986, February 4, 1986, February 13, 1986, February 26, 1986, March 12, 1986) concerning traffic regulations and traffic signs etc., as follows:

Parking Prohibited At All Times:

South Austin Boulevard

At 117;

Parking Prohibited At All Times:

West Barry Avenue	At 2215;
West Bryn Mawr Avenue (north side)	From 2444 west to North Campbell Avenue;
South Calumet Avenue	At 9038;
West Cortland Street (south side)	At 2035;
West Irving Park Road	At 5800 and 5802 -- driveway;
West Jerome Street	At 2547-C;
East Erie Street	At 444;
West Leland Avenue	At 2659;
South Marquette Avenue (west side)	At 7642;
West Sunnyside Avenue (south side)	Alongside of 4455 Milwaukee Avenue east to the alley;
South Vernon Avenue	At 10327.

Parking Limited During Specified Hours:

West Belden Avenue	At 3581 (in front of and alongside of North Central Park Avenue) 1 hour -- 8:00 A.M. to 8:00 P.M. -- Monday through Saturday.

Parking Prohibited During Specified Hours:

North Milwaukee Avenue (east side)	At 3265 -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday;
West Thorndale Avenue (north side)	At 2514 -- 9:00 A.M. to 4:00 P.M. -- Sundays only;
West 66th Street (both sides)	From South Cicero Avenue to the (west side) of South Kilpatrick Avenue -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday.

Loading Zones:

North Broadway Avenue	At 5759 -- 2:00 P.M. to 2:00 A.M.;
North Clark Street (west side)	At 3776 -- 7:00 A.M. to 3:00 A.M. -- 7 days;
East Madison Street (south side)	From a point 130 feet west of North Michigan Avenue, to a point 34 feet west thereof -- at all times;
North McClurg Court	At 645 -- at all times, no exceptions;
West North Avenue	At 5737 -- from a point 33 feet west of North Massasoit Avenue, to a point 25 feet west thereof -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
North Talman Avenue (east side)	From the first alley north of West Logan Boulevard, to a point approximately 50 feet north thereof - - 7:00 A.M. to 7:00 P.M. -- Monday through Friday;.
East 93rd Street	At 2320, in front of entrance -- at all times.

Miscellaneous Signs:

North LaSalle Street and West Ontario Street	Pedestrian Walk Signals;
47th Street and Lake Park	Directional signs for DuSable Museum of African American History;
51st Street and Dan Ryan	Directional signs for DuSable Museum of African American History;
51st Street and Drexel Boulevard	Directional signs for DuSable Museum of African American History;
51st Street and Ellis Avenue	Directional signs for Osteopathic Hospital;
51st Street and King Drive	Directional signs for DuSable Museum of African American History;
55th Street and	Directional signs for DuSable

Cottage Grove	Museum of African American History;
55th Street and Dan Ryan	Directional signs for DuSable Museum of African American History;
55th Street and King Drive	Directional signs for DuSable Museum of African American History;
55th Street and Lake Park	Directional signs for DuSable Museum of African American History;
57th Street and Lake Shore Drive	Directional signs for DuSable Museum of African American History;
60th Street and King Drive	Directional signs for DuSable Museum of African American History;
63rd Street and Cottage Grove	Directional signs for DuSable Museum of African American History;
63rd Street and King Drive	Directional signs for DuSable Museum of African American History;
63rd Street and Stony Island	Directional signs for DuSable Museum of African American History.

Resident Permit Parking:

West Cornelia Avenue (both sides)	6100 block;
West Leland Avenue (north side)	From 800 to 850;
West 53rd Street (south side)	Between South Parkside Avenue and South Central Avenue.

Service Drive/Diagonal Parking:

North Elston Avenue	At 2970 -- alongside on West Wellington Avenue.

Single Direction:

South Stewart Avenue	From West 119th Street to West 127th Street -- northerly.

West Montrose Avenue
(north side)

North Kildare Avenue to North
Lowell Avenue -- at all times.

West Surf Street
(south side)

At 559.

Traffic Warning Signs and Signals:

(February 13, 1986) "2-Way Stop" signs, West Belden Avenue and North Racine Avenue stopping north and south traffic on Racine.

(October 16, 1984) "Automatic Traffic Control" signals, West Belmont Avenue and North Paris Avenue.

(January 16, 1986) "Stop" signs, West Berteau Avenue and North Melvina Avenue.

(October 6, 1982) "Stop" signs, West Byron Avenue and North Claremont Avenue.

(December 30, 1985) "Stop" signs, South Calumet Avenue and East 100th Street.

(November 6, 1985) "Automatic Traffic Control" signals, West Dickens Avenue and North Halsted Street.

(December 30, 1985) "Stop" signs, South Forest Avenue and East 100th Street, stopping southbound traffic.

(December 17, 1985) "4-Way Stop" signs, West Pratt Avenue and North Francisco Avenue.

(October 9, 1985) "2-Way Stop" signs, South Racine Avenue and West 78th Street, stopping north and south traffic.

(November 13, 1985) "2-Way Stop" signs, North Sheridan Road and West Oakdale Avenue, stopping north/south traffic on Sheridan Road.

(January 16, 1986) "Stop" signs, South Torrence Avenue at intersection of East 105th Street.

(March 25, 1986) "3-Way Stop" signs, North Western Avenue and West Albion Avenue.

(August 7, 1985) "Automatic Traffic Control" signals, East 49th Street and South Drexel Boulevard.

(November 20, 1985) "Stop" signs, 50th and South Cornell (southeast corner).

(May 15, 1985) "All-Way Stop" signs, West 78th Street and South Kedzie Avenue.

(January 16, 1986) "Stop" signs, for east and westbound traffic on West 79th Street at the intersection of South Hoyne Avenue.

(November 20, 1985) "Stop" signs, East 83rd Street at intersection of South Langley Avenue, stopping east and westbound traffic.

(January 16, 1986) "2-Way Stop" signs, West 107th Street and South Rockwell Street, stopping east and westbound traffic on 107th Street.

(December 17, 1985) "Stop" signs, East 115th Street and South Prairie Avenue.

Amend Parking Prohibited At All Times:

"South Wells Street
(east side)

From West Harrison Street to West
Polk Street".

Amend 2320 East 93rd Street [entrances to the South Chicago Community Hospital] striking: Parking Prohibited at All Times.

Amend Loading Zone:

Amend ordinance passed 4-21-82, page 10383, related to West Randolph Street 741, fap 20 feet east of North Halsted Street tap 42 feet east thereof: by striking 20 feet and inserting in lieu thereof; 17 feet -- 8:00 A.M. to 6:00 P.M., Monday through Saturday.

Amend Parking Meter Area:

South Wells Street (east side) -- between West Harrison Street and West Polk Street 7:00 A.M. to 6:00 P.M. Monday through Saturday -- 25-cents for 15- minutes, 30-minute limit - Add to Parking Meter Area passed on page 5832-33 of the March 30, 1984 Journal of Proceedings.

Amend Resident Permit Parking:

Striking: "West Gregory Street (north side) between North Neva Avenue and North Sayre Avenue -- extension to Zone 22"

and inserting in lieu thereof:

West Gregory Street (south side) between North Neva Avenue and North Sayre Avenue -- extension to Zone 22.

Amend Single Direction:

Striking: "South Avers Avenue From West 47th Street to West 45th Street northerly"

and inserting in lieu thereof:

South Avers Avenue from West 45th Street to West 47th Street -- southerly.

Amend ordinance passed 11-17-85, page 21318, also 5-20-70, page 8625 by rescinding North Burling Street from West North Avenue to West Armitage Avenue -- northerly.

Amend "North Newcastle Avenue from West Diversey Avenue to West Belmont Avenue -- northerly" By Striking: "West Diversey Avenue" and "northerly"

and inserting in lieu thereof:

"West Belmont Avenue" to the first alley south thereof.

Amend ordinance passed 11-17-85, page 21318, also 5-20-70, pages 8625-26 by rescinding North Orchard Street from West North Avenue to West Armitage Avenue -- northerly.

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

COMMITTEE ON ZONING.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report, which was, on motion of Alderman Evans and Alderman Bloom *Deferred* and ordered published:

CHICAGO, May 29, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body pass said proposed ordinances transmitted herewith (referred to your committee on February 26, March 12, April 9, 16 and 23, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence and C1-2 Restricted Commercial District symbols and indications as shown on Map No. 7-G in area bounded

by the alley next northeasterly of West Wrightwood Avenue; the alley next east of and parallel to North Seminary Avenue; West Wrightwood Avenue; and a line 125 feet west of and parallel to the alley next east of and parallel to North Seminary Avenue,

to those of an R5 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. 8-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 R3, General Residence District symbols and indications as shown on Map No. 8-F in the area bounded by

a line 125 feet west of and parallel to Union Avenue; a line 25 feet north of and parallel to West 34th Street; the center line of Union Avenue; and the center line of West 34th Street,

to those of an R4, General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 7-G in area bounded by

West Wellington Avenue; a line 100.05 feet east of and parallel to North Lakewood Avenue; the alley next south of and parallel to West Wellington Avenue; and North Lakewood Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map 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 R4 General Residence District symbols and indications as shown on Map No. 9-G in area bounded by

West Waveland Avenue; the alley next east of and parallel to North Sheffield Avenue; a line 50 feet south of and parallel to West Waveland Avenue; and North Sheffield Avenue,

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 force and effect from and after its passage and due publication.

Reclassification of Area Shown on Map No. 11-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 R5 General Residence District symbols and indications as shown on Map No. 11-F in area bounded by

West Montrose Avenue; a line 150 feet east of N. Clarendon Avenue; a line 136.8 feet south of West Montrose Avenue; a line 300 feet east of North Clarendon Avenue; West Junior Terrace; and North Clarendon Avenue,

to those of an R7 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. 12-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. 12-K in area bounded by

the south line of the right of way of the Illinois Harbor Belt Railroad; the alley next east of South Cicero Avenue; a line 397 feet south of and parallel to West 54th Street; and South Cicero Avenue,

to those of a B4-1 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. 12-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. 12-K in the area bounded by

the south line of the right-of-way of the Indiana Harbor Belt Railroad; a line 330 feet east of the alley next east of South Cicero Avenue; West 54th Street; South Keating Avenue; a line 158.45 feet south of West 54th Street; the alley next east of South Keating Avenue; the alley next east of South Cicero Avenue; West 54th Street; and a line 90 feet east of the alley next east of South Cicero Avenue,

to those of an R2 Single Family 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. 12-K
(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 M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 12-K in the area bounded by

the alley next north of West 55th Street; South Kilpatrick Avenue; West 55th Street; and the alley next west of South Keating Avenue,

to those of an R2 Single Family Residence 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. 14-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-K in the area bounded by

West 57th Street; South Pulaski Avenue; a line 115.64 feet south of West 57th Street; and the alley next west of South Pulaski Avenue,

to those of a B4-1 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. 15-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 B1-2 Local Retail District symbols and indications as shown on Map No. 15-I in the area bounded by

a line 68.41 south of and parallel to West Rosemont Avenue; North California Avenue; a line 318.48 feet south of and parallel to West Rosemont Avenue; and the alley next west of and parallel to North California Avenue,

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 force and effect from and after its passage and due publication.

**MATTERS PRESENTED BY
THE ALDERMEN.**

**(Presented By Wards, In Order, Beginning
With The Fiftieth Ward).**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

**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 and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>ROTI</i> (1st Ward)	West Harrison Street (south side) from a point 76 feet west of South Federal Street to a point 19 feet west thereof -- at all times; North Columbus Drive (west side upper level) from a point 97 feet south of East Northerly Street (private street) to a point 66 feet south thereof -- at all times;
<i>BLOOM</i> (5th Ward)	East 74th Street (north side) from a point 20 feet west of South Jeffery Boulevard to a point 26 feet west thereof -- at all times;

Alderman	Location and Distance
HAGOPIAN (30th Ward)	North Cicero Avenue (east side) at 3047 - - 4:00 P.M. to 12 midnight -- Mondays through Sundays;
MELL (33rd Ward)	North Central Park Avenue alongside of 3601 West Diversey Avenue, 25 feet -- at all times;
OBERMAN (43rd Ward)	North Sheffield Avenue (west side) from a point 30 feet north of West Webster Avenue to a point 20 feet north thereof -- at all times;
ORBACH (46th Ward)	West Wilson Avenue (south side) from a point 180 feet east of North Sheridan Road to a point 45 feet east thereof -- 8:00 A.M. to 6:00 P.M. -- Mondays thru Saturdays.

*Referred -- ONE-WAY TRAFFIC RESTRICTION ON SPECIFIED
STREETS.*

Alderman Kotlarz (35th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction, between North Ridgeway Avenue and North Hamlin Avenue, from West Cornelia Avenue to West Roscoe Street, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- AMEND AREA OF ONE-WAY TRAFFIC RESTRICTION
ON PORTION OF NORTH KILBOURN AVENUE.*

Alderman Kotlarz (35th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on North Kilbourn Avenue, from West Dakin Street to North Milwaukee Avenue (instead of from West Irving Park Road to North Milwaukee Avenue), which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- EXTENSION OF PARKING METER AREA 907-JMJ
ON PORTION OF WEST JACKSON BOULEVARD.*

Alderman Roti (1st Ward) presented a proposed ordinance to extend parking meter area 907-JMJ on both sides of West Jackson Boulevard, between South Clinton Street and the Chicago River, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METER 418/3006
ON PORTION OF WEST 79TH STREET.

Alderman Streeter (17th Ward) presented a proposed order for the removal of parking meter 418/3006 in front of 814 West 79th Street, which was *Referred to the Committee on Traffic Control and Safety*.

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 Wells Street (west side) from a point 116 feet north of West Adams Street to a point 30 feet north thereof;
SAWYER (6th Ward)	South Indiana Avenue at 8839 (except for handicapped); South King Drive at 7608 (except for handicapped); East 86th Place at 557 (except for handicapped); East 88th Place at 426 (except for handicapped);
LANGFORD (16th Ward)	South Green Street at 6001 from a point 230 feet south of West 60th Street on west side of South Green Street;
STREETER (17th Ward)	South Normal Avenue at 7643 (except for handicapped);
KELLAM (18th Ward)	South Damen Avenue (east side) at 7933 (except for handicapped);

Alderman	Location and Distance
<i>KELLEY</i> (20th Ward)	South Champlain Avenue at 6323 (except for handicapped);
<i>SHERMAN</i> (21st Ward)	West 102nd Street at 1001 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Cicero Avenue (east side) from South Archer Avenue to West 53rd Street;
<i>SMITH</i> (28th Ward)	West Monroe Street at 3414 (except for handicapped);
<i>D. DAVIS</i> (29th Ward)	West Iowa Street at 5839 (except for handicapped);
<i>SANTIAGO</i> (31st Ward)	North Kedzie Avenue at 2242, allow for two ambulances (except for handicapped);
<i>MELL</i> (33rd Ward)	West Diversey Avenue (south side) at 3659;
	North Washtenaw Avenue (west side) at 2936 (except for handicapped);
<i>FROST</i> (34th Ward)	South Eggleston Avenue at 10545 (except for handicapped);
<i>KOTLARZ</i> (35th Ward)	North Springfield Avenue (west side) at 2222;
<i>O'CONNOR</i> (40th Ward)	North Sacramento Avenue at 4250 (except for handicapped);
<i>PUCINSKI</i> (41st Ward)	West Berwyn Avenue (south side) at 8321 (except for handicapped);
<i>NATARUS</i> (42nd Ward)	East Ohio Street (north side) at 200;
<i>OBERMAN</i> (43rd Ward)	West Diversey Parkway at 1515-1525;
	West Draper Street (north side) from the dead end to a point 70 feet north thereof;

Alderman

Location and Distance

ORR (49th Ward)

North Haskins Avenue (south side) from
North Hermitage Avenue to West
Juneway Terrace;

North Hermitage Avenue (south side)
from a point 30 feet south of the
intersection of North Haskins Avenue to
a point 90 feet north thereof;

North Hermitage Avenue (west side)
from a point 30 feet north of North
Haskins Avenue to a point 30 feet south
of North Haskins Avenue;

North Hermitage Avenue (east side) from
West Jonquil Terrace to a point 60 feet
north thereof;

West Jonquil Terrace (north side) from
North Hermitage Avenue to a point 60
feet north thereof;

West Jonquil Terrace (both sides) from
North Paulina Street to a point 30 feet
west thereof;

West Juneway Terrace (south side) from
North Haskins Avenue to a point 270 feet
west thereof;

West Juneway Terrace (north side) from
North Haskins Avenue to a point 350 feet
west thereof;

West Juneway Terrace (north side) from
the first alley east of North Hermitage
Avenue to a point 70 feet east thereof;

North Paulina Street (both sides) from
West Juneway Terrace to a point 30 feet
south thereof.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTION OF WEST DIVERSEY AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance to discontinue the parking prohibition during rush hours on both sides of West Diversey Avenue, from 3300 to 3600, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS ON PORTION OF WEST 48TH STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles on both sides of West 48th Street, from South Pulaski Road to the first alley east thereof, from 7:00 A.M. to 9:00 P.M. on Mondays through Fridays, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF PARKING PROHIBITION ON
PORTION OF SOUTH CICERO AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles on the east side of South Cicero Avenue, from South Archer Avenue to West 53rd Street, from 7:00 A.M. to 9:00 A.M. on Mondays through Fridays, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMEND PROHIBITION OF PARKING DURING
SPECIFIED HOURS.

Alderman Laurino (39th Ward) presented a proposed ordinance to prohibit the parking of vehicles on both sides of Kinzua Avenue, from North Central Avenue to North Spokane Avenue, south side, 7:00 A.M. to 9:00 A.M. and north side, 4:00 P.M. to 6:00 P.M. except Saturdays, Sundays, and holidays, (instead of both sides of West Devon Avenue), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF RESIDENT PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish resident permit parking zones for vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>KELLEY</i> (20th Ward)	South Drexel Avenue from East 61st Street to East 62nd Street;
<i>KRYSTYNIAK</i> (23rd Ward)	South Merrimac Avenue (both sides) between West 55th Street and West 56th Street -- 8:00 A.M. to 5:00 P.M. -- Mondays through Fridays;
	South Millard Avenue (west side) between West 54th Street and West 55th Street -- 4:00 P.M. to 6:00 A.M. -- Sundays through Saturdays;
	West 48th Street (south side) from South LaCrosse Avenue to the first alley east thereof -- at all times;
<i>GABINSKI</i> (32nd Ward)	North Winchester Avenue (both sides) at 1600 -- at all times;
<i>MELL</i> (33rd Ward)	North Christiana Avenue (both sides) at 3100 -- at all times;
	North Kimball Avenue (both sides) at 3000 and 3100 -- at all times;
	North St. Louis Avenue (both sides) at 3100 -- at all times;
	North Mozart Street (both sides) at 2700 - 3:00 P.M. to 10:00 P.M. -- Mondays through Saturdays;
	North Sawyer Avenue (both sides) at 3100 -- at all times;
	North Spaulding Avenue (both sides) at 3100 -- at all times.

Referred -- DISCONTINUANCE OF RESIDENT PERMIT PARKING
ZONE ON PORTION OF SOUTH LAPORTE AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to discontinue the residential permit parking zone on the east side of South Laporte Avenue, between West 49th Street and West 50th Street, from 7:30 A.M. to 3:30 P.M. on Mondays through Fridays (Zone 58), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF DIAGONAL PARKING
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish diagonal parking at specified locations, which were *Referred to the Committee on Traffic Control and Safety, as follows:*

Alderman	Location
MADRZYK (13th Ward)	South Kolmar Avenue (both sides) from West 63rd Street to the first alley north thereof;
MELL (33rd Ward)	West Fletcher Street at 2620 (for the benefit of employees of Ram Tools).

Referred -- SPEED LIMITATION ON PORTION OF
NORTH KEDZIE AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to limit the speed of vehicles to 25 miles per hour on North Kedzie Avenue, between West Bryn Mawr Avenue and West Peterson Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

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
ROTI (1st Ward)	North Columbus Drive (west side upper level) from a point 77 feet south of East Northerly Street to a point 20 feet south thereof;
	East Lake Street (both sides intermediate level) from North Columbus Drive to North Stetson Drive;
NATARUS (42nd Ward)	West Ohio Street (south side) from North Orleans Street to North Fairbanks Court;

Alderman

Location

West Ontario Street (north side) from
North Orleans Street to North Fairbanks
Court.

Referred -- INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Type of Sign

BLOOM (5th Ward)

East 70th Street and South Chappel
Avenue -- "4-Way Stop";

HUMES (8th Ward)

South Avalon Avenue at East 87th Street
-- "Stop";

South Kenwood Avenue at East 83rd
Street -- "Stop";

East and westbound and south and
northbound traffic on Avalon, Kenwood
and Kimbark Avenues at the intersection
of East 85th Street;

HUELS (11th Ward)

West 42nd Street and South Normal
Avenue -- "Stop";

MAJERCZYK (12th Ward)

West 32nd Street and South Hoyne
Avenue -- "4-Way Stop";

MADRZYK (13th Ward)

West 54th Street and South Christiana
Avenue -- "Stop";

LANGFORD (16th Ward)

South Green Street (Englewood Hospital)
at 6001 -- "Quiet Zone";

West 65th Street and South Carpenter
Street -- "3-Way Stop";

West 66th Street and South Laflin Street
-- "Stop";

KELLAM (18th Ward)

West 85th Street and South Tripp
Avenue -- "3-Way Stop";

Alderman	Location and Type of Sign
<i>KELLEY</i> (20th Ward)	South St. Lawrence Avenue at East 62nd Street -- "Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	West 49th Street at South Kilpatrick Avenue -- "Stop";
<i>HAGOPIAN</i> (30th Ward)	West 54th Street and South Harding Avenue -- "Stop"; West Wabansia Avenue and North Lorel Avenue -- "Stop";
<i>MELL</i> (33rd Ward)	North St. Louis Avenue and West Altgeld Street -- "Stop";
<i>KOTLARZ</i> (35th Ward)	North Hamlin Avenue at West Schubert Avenue -- "Stop"; North Kimball Avenue at West Berteau Avenue -- "Stop"; North Ridgeway Avenue at West Berteau Avenue -- "Stop";
<i>BANKS</i> (36th Ward)	West Medill Avenue and North Sayre Avenue -- "3-Way Stop"; West Roscoe Street at North Ozark Avenue -- "Stop"; West School Street and North Opal Avenue -- "Stop"; West School Street and North Orange Avenue -- "3-Way Stop"; West Schubert Avenue and North Sayre Avenue -- "3-Way Stop";
<i>CULLERTON</i> (38th Ward)	North Nottingham Avenue at West Waveland Avenue -- "Stop"; West School Street and North Lockwood Avenue -- "4-Way Stop";

Alderman	Location and Type of Sign
LAURINO (39th Ward)	West Carmen Avenue and North Lowell Avenue -- "Stop";
O'CONNOR (40th Ward)	West Rosemont Avenue and North Campbell Avenue -- "4-Way Stop";
OBERMAN (43rd Ward)	West Willow Street and North Howe Street -- "Stop";
VOLINI (48th Ward)	West Catalpa Avenue from North Broadway to North Clark Street -- "Truck Traffic Prohibited At All Times";
ORR (49th Ward)	West Estes Avenue and North Paulina Street -- "4-Way Stop";
STONE (50th Ward)	West Arthur Avenue and North Washtenaw Avenue -- "Stop".

Referred -- PROPOSED STUDY REGARDING INSTALLATION OF
APPROPRIATE TRAFFIC SIGNS AT SPECIFIED
INTERSECTIONS.

Alderman D. Davis (29th Ward) presented eight proposed orders to study the feasibility of erecting appropriate traffic signs at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Intersection of Huron and Waller;

Intersection of Mayfield and Fillmore;

Intersection of Monitor and Potomac;

Intersection of Monitor and Thomas;

North Parkside Avenue at 1500;

North at 1539 the "T" alley between Parkside and Central Avenues;

North at 1540 the "T" alleys between Parkside and Waller Avenues;

North Waller Avenue at 641.

*Referred -- PROPOSED STUDY REGARDING INSTALLATION OF
APPROPRIATE TRAFFIC SIGNS AT SPECIFIED
INTERSECTION.*

Alderman Kellam (18th Ward) presented a proposed order to study the feasibility of erecting the appropriate signs on West 80th Street and South Loomis Street, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- AMENDMENT OF AREA AND HOURS OF LOADING ZONE
ON PORTION OF WEST FULLERTON AVENUE.*

Alderman Santiago (31st Ward) presented a proposed ordinance to establish a loading zone at 3315-3321 West Fullerton Avenue, from 8:00 A.M. to 5:00 P.M. on Mondays through Fridays (instead of from 3319 to 3321 from 9:00 A.M. to 4:30 P.M.), which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- ESTABLISHMENT OF WEIGHT LIMITATION ON
SOUTH BELL AVENUE.*

Alderman Majerczyk (12th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on the 3200 block of South Bell Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

*Referred -- ZONING RECLASSIFICATION OF
PARTICULAR AREAS.*

The aldermen named below presented six 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 24 feet south of West 37th Street; the alley next east of and parallel to South Lowe Avenue; a line 192 feet south of West 37th Street; and South Lowe Avenue.

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 275 feet north of the alley next north of and parallel to West 35th Street; South Wallace Street; the alley next north of and parallel to West 35th Street; and the alley next west of and parallel to South Wallace Street.

BY ALDERMAN GILES (37th Ward):

To classify as an M1-1 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 1-I bounded by

a line 299 feet south of West Ohio Street; the alley next east of North Avers Avenue; a line 371 feet south of West Ohio Street; and North Avers Avenue.

BY ALDERMAN NATARUS (42nd Ward):

To classify as an R5 General Residence District instead of an R6 General Residence District the area shown on Map No. 3-F bounded by

West Burton Place; North LaSalle Street; West Schiller Street; a line 172 feet east of North Wells Street; and the alley next south of and parallel to West Burton Place to North LaSalle Street.

To classify as an R5 General Residence District instead of an R6 General Residence District the area shown on Map No. 3-F bounded by

a line 350 feet south of West North Avenue; North LaSalle Street; West Burton Place; the alley next west of and parallel to North LaSalle Street; the alley next north of and parallel to West Burton Place; and the alley next west of and parallel to North LaSalle Street.

To classify as an R5 General Residence District instead of an R6 General Residence District the area shown on Map No. 3-F bounded by

West Schiller Street; North LaSalle Street; a line 100.025 feet north of West Schiller Street; the alley next east of and parallel to North LaSalle Street or the line thereof if extended where no street exists; West Goethe Street; and the alley next west of and parallel to North LaSalle Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented thirty-two proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

ROTI (1st Ward)The 1115 South Plymouth Court
Association;The 1143 South Plymouth Court
Association;The 1169 South Plymouth Court
Association;*EVANS* (4th Ward)

5200 Dorchester Condominium Association;

1363-1369 East 52nd Street Condominium
Association;

Winston Court Condominium;

SAWYER (6th Ward)

Mrs. Cleo Bell;

KELLAM (18th Ward)

Michael J. Kane;

KRYSTYNIAK (23rd Ward)

Mr. A. Sorrentino;

Aherlow Condominium Association,
Incorporated;

Nick Leno;

D. DAVIS (29th Ward)

Mrs. Ida Davis;

MELL (33rd Ward)

G. Forsner;

KOTLARZ (35th Ward)

William Weernick;

BANKS (36th Ward)

Ian Kregulecki;

LAURINO (39th Ward)

Robert W. Mueller;

PUCINSKI (41st Ward)

Lawrence Place Condominium Association;

OBERMAN (43rd Ward)

Samuel J. Siegle;

Robert O. Aspy, Jr.;

Beverly Lurey;

MC LAUGHLIN (45th Ward)Milwaukee Courts Condominium
Association;

Alderman

Claimant

ORBACH (46th Ward)

Mont Clair Manor Condominium
Association;702-18 Gordon Terrace Condominium
Association;

3920 Lake Shore Towers Cooperative;

VOLINI (48th Ward)

1427 West Edgewater Condominium
Association;

Park Tower Condominium Association;

STONE (50th Ward)

Claremont Court Condominium
Association;Winchester Hood Garden Homes Mutual
Ownership Trust No. R704 (1940 West
Hood);

7540 North Ridge House Association;

Winchester Hood Garden Homes Mutual
Ownership Trust No. R704 (6100 North
Winchester);

David Rosenstein.

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):**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 South Academy Place lying between West Madison Street and West Monroe Street for Mid-City National Bank (File No. 17-1-86-1068); 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 that part of South Federal Street, South Dearborn Street, and South Plymouth Court, together with all of the public alleys in the area bounded by West Roosevelt Road, West 15th Street, South Clark Street, and South State Street for Dearborn Park Corporation (File No. 21- 1-86-1043); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti, each of the foregoing proposed orders was *Passed*.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR SUNDRY ORGANIZATIONS.

Also, four proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Continental Illinois National Bank and Trust Company -- to maintain a trench containing four steel conduits, etc. under and around West Cabrini Street and lower Canal Street;

George R. Dobbs -- to maintain and use vaulted areas under State Street, Randolph Street, Benton Place, etc.;

Federal Reserve Bank of Chicago -- to maintain and use a vaulted area under and around West Jackson Boulevard and South LaSalle Street, etc.;

Crazy Burrito -- to occupy a portion of the right-of-way adjacent to 103-105 North Wells Street for use as a sidewalk cafe;

Irving's For Red Hot Lovers No. 5 -- to occupy a portion of the public right-of- way adjacent to 111 North Wells Street for use as a sidewalk cafe.

Referred -- APPROVAL OF PLAT OF DEARBORN PARK
UNIT NUMBER 2 SUBDIVISION.

Also, a proposed ordinance to approve a plat of Dearborn Park Unit Number 2 Subdivision, located in the area bounded by West Roosevelt Road, West 15th Street, South Clark Street and South State Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO HOLD SECOND ANNUAL
PRINTERS ROW BOOK FAIR.

Also, a proposed order for the issuance of permits to the Burnham Park Planning Board to hold the Second Annual Printers Row Book Fair on Saturday, June 21, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTION OF EAST RANDOLPH
STREET.

Also, a proposed order to grant permission to Melissa A. McHenry, Executive Vice-President of the Greater State Street Council, to close to traffic East Randolph Street, between North State Street and North Wabash Avenue, on Monday, June 9, 1986 in conjunction with the "Up With People" musical performance in front of 111 North State Street, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS TO HOLD DINNER
DANCE ON PORTIONS OF SUNDRY STREETS.

Also, a proposed order for the issuance of permits to the Chicago Area Council of Boy Scouts of America, c/o Donald R. McChesney, to hold their 16th Annual LaSalle Street Dinner Dance on portions of South LaSalle Street and West Quincy Street on Thursday, July 17, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO ERECT SPECIFIED CANOPY.

Also, a proposed order for the issuance of the necessary permits to Phil Gershman Enterprises, Incorporated to erect a canopy over East Balbo Avenue, from South Michigan Avenue to the first alley west thereof on Friday, June 13, 1986, in conjunction with the Chicago Emmy Awards, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN RUSH (2nd Ward):

COMMENDATIONS EXTENDED TO EAST-WEST UNIVERSITY ON
FOURTH CONVOCATION CEREMONY.

A proposed resolution reading as follows:

WHEREAS, East-West University is a private, non-denominational and multi-ethnic institution of higher learning located in downtown Chicago; and

WHEREAS, East-West University will hold its' Fourth Convocation Ceremony on Saturday, June 21, 1986; and

WHEREAS, East-West University intends to confer an honorary Doctor of Laws degree upon the Reverend Jesse L. Jackson; and

WHEREAS, East-West University's purpose is the pursuit of excellence by all, through relevant, innovative, and convenient education: equal educational opportunity for all racial, ethnic, and socio-economic groups; program offerings of liberal arts and sciences along with job and career related professional education geared to the service economy of modern times; and service to humankind with a global, multi-cultural, and future-oriented perspective; and

WHEREAS, Since its doors opened in 1980, East-West University has consistently pursued outstanding excellence in academics; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago, hereby commend East-West University for its' excellent pursuit of academics and congratulate East-West University on their Fourth Convocation Ceremony; and

Be It Further Resolved, That a suitable copy of this resolution be made available to East-West University.

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

Referred -- ISSUANCE OF PERMITS TO HOLD CHURCH
FESTIVAL AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of permits to Reverend Theodore Richardson, Minister, Metropolitan Community Church, to hold an outdoor church festival on the island and street in front of 4100 South King Drive for the period June 6 to June 7, 1986, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- COMMITTEE ON ENERGY AND ENVIRONMENTAL
PROTECTION URGED TO HOLD HEARINGS ON
ALLEGED ASBESTOS PROBLEMS AT
IDA B. WELLS HOMES.

Also, a proposed resolution urging the Committee on Energy and Environmental Protection to hold hearings on the alleged asbestos problems at the Chicago Housing Authority Ida B. Wells Homes, which was *Referred to the Committee on Energy and Environmental Protection*.

Presented by

ALDERMAN EVANS (4th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES
AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings located at 516 East 41st Street and 518 East 41st Street are so deteriorated and weakened that they are structurally unsafe and a menace to life and property in their vicinity; now, therefore,

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

SECTION 1. The buildings located at 516 East 41st Street and 518 East 41st Street are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

Alderman Evans 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 Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

Referred-- HYDE PARK NEIGHBORHOOD CLUB EXEMPTED
FROM SEWER SERVICE CHARGE.

Also, a proposed ordinance authorizing and directing the Commissioner of Sewers to exempt the Hyde Park Neighborhood Club, 5480 South Kenwood Avenue, from the first One Thousand Dollar charge for sewer services in 1984-1985, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN BLOOM (5th Ward):

Referred-- GRANT OF PRIVILEGE IN PUBLIC WAY
FOR UNIVERSITY OF CHICAGO.

A proposed ordinance to grant permission and authority to University of Chicago to maintain and use sheet pilings under and along the southern portion of East 58th Street, which was *Referred to the Committee on Streets and Alleys*.

Referred-- ISSUANCE OF PERMITS TO HOLD ART FAIR
ON PORTIONS OF 57TH STREET.

Also, a proposed order for the issuance of permits to the Hyde Park--Kenwood Community Conference to hold an art fair on portions of 57th Street and South Dorchester Avenue to 57th Street and South Kenwood Avenue during the period of June 7 and 8, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN SAWYER (6th Ward):

Referred-- PERMISSION TO HOLD SIDEWALK SALE
AT SPECIFIED LOCATION.

A proposed order requesting the Commissioner of Public Works to grant permission to Kham and Nate Shoe Store to hold a sidewalk sale at 745-755 East 87th Street for the periods of June 26 through June 29, 1986 (June 30 through July 3, 1986; and August 21 through August 24, 1986 (rain dates August 25 through August 28, 1986) during the hours of 9:30 A.M. and 8:30 P.M. each day, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN BEAVERS (7th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

7617-7619 South Essex Avenue;

3010-3012 East 79th Place;

3030 East 79th Place;

8339 South Buffalo Avenue;

8408 South Buffalo Avenue;

7954 South Colfax Avenue;

2822 East 83rd Street;

8523 South Saginaw Avenue;

8810 South Houston Avenue;

8903 South Houston Avenue;

2727 East 93rd Street;

7958 South Kingston Avenue; and

8901 South Houston 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:

7617-7619 South Essex Avenue;

3010-3012 East 79th Place;

3030 East 79th Place;

8339 South Buffalo Avenue;
8408 South Buffalo Avenue;
7954 South Colfax Avenue;
2822 East 83rd Street;
8523 South Saginaw Avenue;
8810 South Houston Avenue;
8903 South Houston Avenue;
2727 East 93rd Street;
7958 South Kingston Avenue; and
8901 South Houston 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 Beavers 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 Beavers, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

Presented by

ALDERMAN HUMES (8th Ward):

**BUILDING DECLARED PUBLIC NUISANCE
AND ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building at 814 East 87th Street (building), is so deteriorated and weakened that it is structurally unsafe and dangerous and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 814 East 87th Street (building), is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

Alderman Humes 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 Humes, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred -- COMMUTER RAILROADS URGED TO EQUIP CROSSINGS
WITH OPERATIONAL GATES AND WARNING DEVICES.

A proposed resolution to urge all commuter railroads operating in the City and the Regional Transportation Authority to equip every railroad street crossing with operational gates, warning lights and warning alarms, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 200,
SECTION 200.10 CONCERNING AIRCRAFT FUEL TAX.

A proposed ordinance to amend Chapter 200, Section 200.10 of the Chicago Municipal Code by imposing a tax per gallon on aircraft fuel, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN HUELS (11th Ward):

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of permits for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Gold Dust Coin, Incorporated -- to maintain and use an existing canopy at 3115 South Halsted Street;

Jemm Wholesale Meat Company, Incorporated -- to maintain and use an existing canopy at 3817 South Halsted Street.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a sign permit to Foster and Kleiser for the erection of a sign/signboard at 3201 South Wolcott Avenue for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

BUILDING DECLARED PUBLIC NUISANCE
AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 3545 S. Francisco Avenue, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 3545 S. Francisco Avenue, is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

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

Alderman Majerczyk 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 Majerczyk, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

BUILDING DECLARED PUBLIC NUISANCE
AND ORDERED DEMOLISHED.

Also, a proposed ordinance reading as follows:

WHEREAS, The building located at 2753 W. 38th Street, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 2753 W. 38th Street, is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

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

Alderman Majerczyk 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 Majerczyk, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a sign permit to White Way Sign Company for the erection of a sign/signboard at 3401 West 47th Street for Aronson Furniture and Appliances, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MADRZYK (13th 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 Noble/Cmiel to erect a sign/signboard at 6118 South Pulaski Road for advertising purposes, which was *Referred to the Committee on Zoning*.

Presented by

**ALDERMAN MADRZYK (13th Ward),
ALDERMAN KELLAM (18th Ward) and OTHERS:**

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27,
SECTION 27-360 BY ADDING NEW SECTION 27-360.11
CONCERNING TOWING OF VEHICLES.

A proposed ordinance to amend Chapter 27, Section 27-360 of the Chicago Municipal Code by adding a new Section 27-360.11 concerning the towing of vehicles, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN BURKE (14th Ward):

COMMEMORATION OF MR. JOHN J. BURNS.

A proposed resolution reading as follows:

WHEREAS, John J. Burns in his distinguished career served the law and justice, higher education, his church and the commonwealth, bringing to them all a brilliant mind and unmatched devotion; and

WHEREAS, Although John J. Burns died in 1957, he was an attorney, judge, law professor, public servant and servant of his church and community, whose legacy touches lives and institutions almost three decades after his death; and

WHEREAS, This remarkable man was professor of law at Harvard University, a brilliant attorney, the youngest judge in his native Massachusetts, the first general counsel to the Securities and Exchange Commission established by the Roosevelt Administration, and general counsel to the United States Maritime Commission; and

WHEREAS, He worked diligently, away from public acclaim, in the effort that led President Roosevelt to appoint the first special representative of the United States to the Holy See, to assure the first full diplomatic recognition which followed; and

WHEREAS, The son of an Irish immigrant who worked his way through college and law school--once mowing lawns at Harvard Law School--John J. Burns never abandoned young people who sought opportunities in the law, serving them as teacher and by using his influence and counsel to promote their careers, and today hundreds of Boston College alumni from his alma mater are in prominent and responsible positions throughout the nation; and

WHEREAS, His career brought him within those circles of power that embraced President Franklin Delano Roosevelt, Felix Frankfurter, William Randolph Hearst, William S. Paley, Roscoe Pound, Francis Cardinal Spellman, and Sam Rayburn, he remained to students and colleagues a friend and counsel; now, therefore,

Be It Resolved, That the Mayor and members of the City Council, almost a decade after he died, commemorate the legacy of a noble and honorable man and we commend the board of trustees and the president of Boston College for the establishment of a John J. Burns Library of Rare Books and Special Collections. Dated this day, May 30, 1986.

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

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

Presented by

ALDERMAN CARTER (15th Ward):

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

Two proposed orders for the issuance of sign permits to James D. Ahern Sign Company for the erection of signs/signboards at 7830 South Western Avenue for Burger King, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN LANGFORD (16th Ward):

ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED
LOCATION.

A proposed order reading as follows:

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern and Company, 3257 S. Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 801 West Garfield Boulevard, Shell Oil Service Station:

Dimensions: length 6 feet 0 inches, height 12 feet 0 inches
Height Above Grade/Roof to Top of Sign: 30 feet 0 inches
Total Square Foot Area: 72 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Alderman Langford 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 Langford, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

*Referred -- PERMISSION TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.*

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Englewood Businessmen's Association to hold a sidewalk sale for the period of May 22 through May 24, 1986 from 9:00 A.M. to 8:00 P.M. each day; on South Halsted Street (both sides in the 6200, 6300, 6400 and 6500 blocks); and on West 63rd Street (both sides in the 700, 800 and 900 blocks), which was *Referred to the Committee on Beautification and Recreation.*

*Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION
OF SIGN/SIGNBOARD AT SPECIFIED LOCATION.*

Also, a proposed order for the issuance of a sign permit to Flashtrix, Incorporated to erect a sign/signboard at 6301 South Ashland Avenue for Payless Shoesource, which was *Referred to the Committee on Zoning.*

*Referred -- PERMISSION FOR OPERATION OF NEWSPAPER
STAND AT SPECIFIED LOCATION.*

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Rudolph Thompson for the operation of a newspaper stand on the northeast corner of West 63rd Street and South Emerald Avenue, during the hours of 7:00 A.M. to 11:00 A.M., Mondays through Fridays, which was *Referred to the Committee on Streets and Alleys.*

*Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF SIGN/
SIGNBOARD AT SPECIFIED LOCATION.*

Also, a proposed order for the issuance of a sign permit to Collar Electric Corporation for the erection of a sign/signboard at 251 West 63rd Street for Amoco Oil Company, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN KELLAM (18th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A
CONCERNING PERMITTED FLOOR AREA RATIOS.

A proposed ordinance to amend Chapter 194A of the Chicago Municipal Code by adding and deleting certain language in Section 7.6-2 etc. concerning permitted floor area ratios, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

APPROVAL GIVEN FOR GRANT OF PRIVILEGE IN PUBLIC
WAY FOR COOK'S CUPBOARD.

A proposed ordinance reading as follows:

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Cook's Cupboard

1931 West 95th Street

100 square feet total area

Monday through Friday:

9:00 A.M. to 6:00 P.M.

Saturday:

8:00 A.M. to 5:00 P.M.

Sunday:

8:00 A.M. to 3:00 P.M.

Compensation: \$75.00

The above described occupation of the public right-of-way shall exist by authority herein granted for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation of which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000.00 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is

covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage: provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

Alderman Sheahan 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 Sheahan, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

RECOGNITION AND COMMENDATION EXTENDED TO MS.
KATHLEEN D. HEFFERNAN FOR HER DEDICATION
TO PEOPLE OF CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, Kathleen D. Heffernan retired from her position of Administrative Assistant III, City Comptrollers (Paymasters Division) June 3, 1986; and

WHEREAS, Kathleen Heffernan is a native of the City of Chicago and resides in the 19th Ward, attended St. Leo's Grammar School, Mercy High School and St. Bridget Commercial College; and

WHEREAS, Kathleen Heffernan was employed by Illinois Bell Telephone Company for 16 years and at that time was steward of the Telephone Company Union; and

WHEREAS, Kathleen Heffernan married Matthew J. Heffernan who is now deceased (1978); out of this union five children were born, Matthew, Kathleen, James, Eileen and Maureen. Kay was a loving wife and good mother. She also is grandmother to seven grandchildren; and

WHEREAS, Kathleen Heffernan was employed by Municipal Contagious Disease 1955-1957, Chicago Police Department 1957-1961, telephone operator in City Hall 1961-1966, City Comptrollers Office 1966-1986; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this 30th day of May 1986, do hereby recognize and commend Kathleen D. Heffernan for her long and tireless dedication to the grateful people of the City of Chicago.

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

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

CONGRATULATIONS AND BEST WISHES EXTENDED TO MS.
SHEILA A. O'NEILL AND TO HER PARENTS FOR
HER DEDICATION TO SERVICE OF OTHERS.

Also, a proposed resolution reading as follows:

WHEREAS, Sheila A. O'Neil, the daughter of William and Dee O'Neil entered into her life stricken with the affliction of cerebral palsy; and

WHEREAS, Sheila is now a senior at St. Xavier College, a member of St. John Fisher Parish and an extraordinary giver of herself in service to others; and

WHEREAS, On May 18, 1986, at St. Xavier College, McGuire Hall, Sheila O'Neil was awarded the Gold Medal of Achievement by the Third Congressional Award Committee for her service of 493 hours of volunteer work at Little Company of Mary Hospital and the Monticello Nursing Home; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 30th day of May in the year of 1986, do hereby extend our heartiest congratulations to Sheila A. O'Neil and to her parents for her dedication to service of others despite her physical handicap and that we also extend our sincere best wishes in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Sheila A. O'Neil.

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

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

Referred -- COMMITTEE ON HEALTH URGED TO REVIEW LEVEL
I TRAUMA CENTER DESIGNATION AND TO PROVIDE
ADDITIONAL TRAUMA CENTER HOSPITALS.

Also, a proposed resolution urging the City Council Committee on Health, to review the Level I Trauma Center designation and provide additional Trauma Center Hospitals that meet the requirements established by the Chicago City Council and Board of Health, which was *Referred to the Committee on Health*.

CONGRATULATIONS AND BEST WISHES EXTENDED TO YOUTH
OFFICER GERALD J. MCGARRY ON HIS
RETIREMENT FROM CHICAGO
POLICE DEPARTMENT.

Also, a proposed resolution reading as follows:

WHEREAS, The members of this City Council, in a continuing effort to recognize and commend those persons who have made a significant contribution to the public welfare, wish to honor Chicago Police Department Youth Officer Gerald J. McGarry for his dedicated service on this occasion of his retirement after twenty-nine years of service; and

WHEREAS, Gerald J. McGarry is a lifelong resident of Chicago, where he was born on February 29, 1932, and had attended Gage Park High School and Greer Technical College; and

WHEREAS, Officer McGarry had joined the Chicago Police Department and was assigned to the Chicago Park District as a police officer on May 1, 1957, to the Old 8th District on January 1, 1959, to the Traffic Division on January 15, 1961 and promoted to Area 3 as Youth Officer on February 1, 1962; and

WHEREAS, Officer McGarry is to be commended for his outstanding service to the citizens of the City of Chicago during his tenure with the Chicago Police Department; and

WHEREAS, Officer Gerald McGarry received such outstanding awards as the Superintendent's Award of Valor, nomination for the Carter-Harrison award, two departmental commendations, nine honorable mentions and numerous complimentary letters; and

WHEREAS, Youth Officer Gerald McGarry, a resident of the great 19th Ward of the City of Chicago and a devoted and respected husband of 33 years of marriage and father of 10 children will be joined by his family at a retirement party that will be held in his honor; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 30th day in May of 1986, do hereby extend our heartiest congratulations to a fine public servant, Youth Officer Gerald J. McGarry, on his retirement from the Chicago Police Department after twenty-nine years of service, and may we also extend our sincerest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Youth Officer Gerald J. McGarry for the retirement party that will be held in his honor.

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

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

Referred -- ISSUANCE OF PERMIT FOR BLOCK PARTY TO BE
HELD ON PORTION OF SOUTH
LONGWOOD DRIVE.

Also, a proposed order for the issuance of a permit to Linda Budewitz to hold a block party on South Longwood Drive, from West 93rd Street to West 94th Street, on June 6, 1986, from 5:00 P.M. to 10:00 P.M., which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN SHERMAN (21st 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 E. R. Crosstown Electric to erect a sign/signboard at 9901 South Halsted Street for Mobil Oil, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN GARCIA (22nd Ward):

JUNE 8, 1986 PROCLAIMED "RUDY LOZANO DAY".

A proposed resolution reading as follows:

WHEREAS, Rudy Lozano, a lifelong resident of the Pilsen and Little Village communities, worked to improve the living conditions of all residents of these communities; and

WHEREAS, Rudy Lozano distinguished himself as a trade unionist with the International Ladies Garment Workers as Director of Organization for the Midwest region organizing workers seeking better working conditions and security; and

WHEREAS, Rudy Lozano worked to eradicate our society of racial prejudice and for cooperation and harmony among people of all races, ethnic origins, and creed; and

WHEREAS, Rudy Lozano fought to protect the human and democratic rights of immigrant workers in this country; and

WHEREAS, Rudy Lozano's role as a community activist, labor organizer, teacher, political leader, candidate for political office, and fighter for the rights of immigrants clearly illustrate that he was an unselfish servant of the people committed to the cause of the poor, the oppressed, and the unorganized; and

WHEREAS, Rudy Lozano was brutally murdered in his home on June 8, 1983; and

WHEREAS, The Commission for Justice for Rudy Lozano will hold a march and rally on June 8, 1986, to celebrate the life and work of Rudy Lozano; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the City Council in meeting assembled this 30th day of May, 1986, join in the celebration of the life and work of Rudy Lozano and further proclaim Saturday, June 8, 1986, to be Rudy Lozano Day.

Alderman Garcia 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 Garcia, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. JACK KEHOE
ON OCCASION OF THEIR GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Jack Kehoe are celebrating Fifty Golden Years of Wedded Bliss; and

WHEREAS, Rose and Jack Kehoe are residents of Our Lady of the Snows Parish on Chicago's great southwest side; and

WHEREAS, Rose and Jack Kehoe were married June 20, 1936, at St. Maurice Church, and have outstandingly become representative of all the solidity, warmth and strength of family life: they have two children, five grandchildren and two great-grandchildren; and

WHEREAS, Jack Kehoe is retired after many distinguished years at Navajo Freight Lines; Rose has also retired, having worked many productive years at National Tea. They are joined in their celebrations by their wonderful family and many friends, and by the leaders of this great 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 30th day of May, 1986, A. D., do hereby express our heartiest congratulations to Mr. and Mrs. Jack Kehoe as they observe their Golden Wedding Anniversary, and extend to this outstanding couple our very best wishes for many more years of happiness, success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Jack Kehoe.

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

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

Referred -- INSTALLATION OF ALLEY LIGHT IN REAR
OF 5222 SOUTH MEADE AVENUE.

Also, a proposed order for the installation of an alley light in the rear of the premises at 5222 South Meade Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SOLIZ (25th Ward):

Referred-- ISSUANCE OF PERMIT TO HOLD MEETINGS OF
PRAISE AND SONG ON PORTION OF
WEST 19TH STREET.

A proposed order for the issuance of a permit to Reverend Miguel Talavera (Pastor) to hold meetings of praise and songs on West 19th Street, from South Paulina Street to South Ashland Avenue, on June 19, 1986, from 6:00 P.M. to 11:00 P.M., which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN W. DAVIS (27th Ward):

TRIBUTE TO LATE RACHEL REBECCA RIDLEY.

A proposed resolution reading as follows:

WHEREAS, God in His Infinite Wisdom has called to her eternal reward Rachel Rebecca Ridley, retired Director of the City of Chicago Commission on Human Relations, May 3, 1986; and

WHEREAS, In lifelong dedication to the betterment of mankind, Rachel Ridley served tirelessly throughout the entire Chicago community; and

WHEREAS, Particularly active for many years with Chicago Urban League, Rachel Ridley opened in 1965 and served as Director of the Englewood Urban Progress Center. She served as Deputy Director of the Chicago Commission on Human Relations under Mayors Daley and Bilandic, and as director under Mayors Byrne and Washington. She retired as director in January, 1985; and

WHEREAS, Born in Missouri in 1911, Rachel Ridley came to Chicago at an early age, was educated in Chicago schools and received a bachelor's degree in social service from Roosevelt University. Her commitment to the public welfare was total and was proven throughout a long and distinguished career; and

WHEREAS, An outstanding family person, Rachel Ridley leaves behind her husband, Taft, a daughter, four grandchildren and two great-grandchildren. She will be sorely missed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of May, 1986, do hereby voice our sorrow on the passing of Rachel Rebecca Ridley, former director of our City's Commission on Human

Relations, and express to her many friends and her wonderful family our sympathy and our shared loss; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rachel Ridley.

Alderman W. 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 W. Davis, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Presented by

ALDERMAN SMITH (28th Ward):

Referred -- FEDERAL AVIATION ADMINISTRATION URGED TO
STUDY SPECIFIED SECURITY REGULATIONS
AT CHICAGO AIRPORTS.

A proposed resolution urging the Federal Aviation Administration to study the possibility of restricting entry beyond security checkpoints at Chicago airports, which was *Referred to the Committee on Aviation*.

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 Aaron Pitchford for the operation of a newspaper stand on the southwest corner of West Adams Street and South State Street during the hours of 7:00 A.M. and 6:00 P.M. from Monday through Saturday, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION FOR SIDEWALK SALE ON
PORTION OF WEST MADISON STREET.

Also, a proposed order to grant permission to Garfield Park Chamber of Commerce to hold a sidewalk sale on both sides of West Madison Street, from 3800 to 4399 between Independence Boulevard and Kildare Avenue, for the period beginning May 29 and ending May 31, 1986, from 7:00 A.M. to 7:00 P.M. daily, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

**GRATITUDE FOR DEDICATION AND COMMITMENT EXPRESSED
TO RETIRED DEPUTY POLICE SUPERINTENDENT
WILLIAM A. HANHARDT.**

A proposed resolution reading as follows:

WHEREAS, William A. Hanhardt, who in a distinguished 33-year career rose from Chicago Police Officer to Deputy Superintendent of the Chicago Police Department, retired March 26, 1986; and

WHEREAS, Since 1953, William A. Hanhardt has achieved such exalted ranks as Captain, District Commander, Deputy Chief of Criminal Investigations, Chief of Traffic, Chief of Detectives and Deputy Superintendent; and

WHEREAS, Of the many available career paths within the Chicago Police Department, there are but few officers who achieve, fulfill and execute the responsibilities of such ranks to protect and assure the public safety and welfare. During his outstanding police career, William A. Hanhardt has received numerous awards, commendations, letters of merit from the F.B.I. Academy, the U. S. Secret Service Training Program, U. S. Government Studies on Terrorism and Criminal Intelligence, departmental commendations, honorable mentions, and a special commendation from J. Edgar Hoover; and

WHEREAS, Typical of William A. Hanhardt's successes was the arrest, early in his career, of the infamous "Sawed-Off Shotgun Bandit". Despite the danger of his assignments and the trying circumstances of police work, Captain Hanhardt treated all the citizens of this City with dignity and respect, and never failed to lend a helping hand to those in need; and

WHEREAS, An outstanding citizen and family man, William A. Hanhardt and his wife of 37 years, Angie, have seven children: Shari, Candy, Sara, Joene, Billie, Angel and Edward; and

WHEREAS, William A. Hanhardt's total commitment to duty, his intelligence and perseverance, his dedication to the public welfare have distinguished his long career and have lent quality to our own participation as leaders of this great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of May, 1986, A. D., do hereby express our gratitude to William A. Hanhardt, retired Deputy Superintendent of the Chicago Police Department, for his dedication and commitment over an outstanding 33-year career as a public servant, and extend to him, to his wife, Angie, to their seven children, and to his mother, Sarah, our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to William A. Hanhardt.

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

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

Referred -- INSTALLATION OF STREET LIGHTS ON PORTION
OF NORTH KENTON AVENUE.

Also, a proposed order for the installation of street lights on both sides of North Kenton Avenue, from West Grand Avenue north to the dead end of street, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
1755 NORTH KARLOV AVENUE.

A proposed order for the installation of an alley light behind the premises at 1755 North Karlov Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A
BY ADDING NEW PARAGRAPH TO SECTION 9.3-1B
CONCERNING TIRE SALES.

A proposed ordinance to amend Chapter 194A, Section 9.3-1B by adding a new paragraph concerning tire sales for all motor vehicles, which was *Referred to the Committee on Zoning*.

Referred -- ISSUANCE OF PERMIT TO HOLD STREET CARNIVAL
ON PORTION OF NORTH NOBLE STREET.

Also, a proposed order for the issuance of a permit to St. Stanislaus Kostka Church to hold a street carnival on the parish grounds and on North Noble Street, between West Evergreen

Avenue and West Potomac Avenue, during the period from July 16 through July 20, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Greater Milwaukee Avenue Chamber of Commerce to hold a sidewalk sale on North Milwaukee Avenue (both sides) between North Ashland Avenue and the intersection of North Damen and West North Avenues, for the period beginning June 5 and ending June 8, 1986, from 10:00 A.M. to 7:00 P.M. each day, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO HOLD STREET FAIR
ON PORTION OF NORTH PAULINA STREET.

Also, a proposed order for the issuance of the necessary permits to the Parish of Reconciliation to hold a street fair on North Paulina Street, from West School Street to West Melrose Street, on August 24, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- COMMITTEE ON LICENSE URGED TO INVESTIGATE
REGULATION AND LICENSING OF TIRE SALES STORES
AND TO PREPARE LEGISLATION REGARDING
SAME.

Also, a proposed resolution urging the Committee on License to investigate the regulation and licensing of stores engaging in the business of selling tires to prepare legislation to regulate and license such stores, which was *Referred to the Committee on License*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE AT
SPECIFIED LOCATION.

A proposed order requesting the Commissioner of Public Works to grant permission to the Bucktown Business Association to hold a sidewalk sale on North Milwaukee Avenue, from North Western Avenue to Rockwell Avenue and on North Western Avenue from West

Armitage Avenue to North Milwaukee Avenue, from May 24 through May 26, 1986 from 8:00 A.M. to 7:00 P.M., which was *Referred to the Committee on Beautification and Recreation.*

Referred -- COOK COUNTY BOARD JUDGE HARRY G.
COMERFORD AND STATE'S ATTORNEY RICHARD
M. DALEY MEMORIALIZED TO CONSIDER
ESTABLISHMENT OF NIGHT COURT
FOR YOUTH OFFENDERS.

Also, a proposed order urging the Cook County Board of Commissioners, Judge Harry G. Comerford, and State's Attorney Richard M. Daley to study and consider the feasibility of establishing a night court for youth offenders and to establish a pilot program at Belmont and Western Branch Courts, which was *Referred to the Committee on Police and Fire.*

Presented by

ALDERMAN FROST (34th Ward):

**BUILDING DECLARED PUBLIC NUISANCE AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The building located at 11800 S. Union Avenue and garage in rear is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 11800 S. Union Avenue and garage in rear is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

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

Alderman Frost 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 Frost the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

Presented by

ALDERMAN KOTLARZ (35th Ward):

*Referred -- GRANT OF ACCESS TO B. W. BIOTEC COMPANY
FOR ALLEY OFF NORTH LAWDALE AVENUE BEHIND
3570 NORTH AVONDALE AVENUE.*

A proposed order authorizing and directing the Commissioner of Public Works to grant permission to B. W. Biotec Company for access to the alley off North Lawndale Avenue at the rear of 3570 North Avondale Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BANKS (36th Ward) and OTHERS:

*Referred -- AMENDMENT OF MUNICIPAL CODE BY
REPEALING IN ITS ENTIRETY CHAPTER
200.11-- CHICAGO LIQUOR TAX.*

A proposed ordinance, presented by Aldermen Banks and Stone, amending the Chicago Municipal Code by repealing in its entirety the Chicago Liquor Tax, Chapter 200.11 as passed by the City Council on May 14, 1986, which was *Referred to the Committee on Finance*.

*Referred -- REPEAL OF PROPERTY TAX AS PASSED
BY CITY COUNCIL ON MAY 14, 1986.*

Also, a proposed ordinance, presented by Aldermen Banks, Madrzyk, Cullerton, Stone, Gabinski, Roti, Huels, Kellam, Vrdolyak, Orbach, O'Connor, Kotlarz, McLaughlin, Sheahan and Schulter, repealing in its entirety the levy of property taxes in the amount of \$79,928,811 adopted by the City Council on May 14, 1986, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN CULLERTON (38th Ward):

**CELEBRATION OF CHICAGO VIETNAM VETERANS PARADE
ON JUNE 13, 1986.**

A proposed resolution reading as follows:

WHEREAS, In honor of our Vietnam Veterans, for whom we have developed uncommon respect due to their participation in a thankless war, the City of Chicago is hosting a series of events culminating in a Vietnam Veterans Parade June 13, 1986; and

WHEREAS, This "Welcome Home" Parade -- for Vietnam Veterans from Chicagoland and from across these United States as well -- shows our desire to help heal the psychological scars that these heroic citizens have suffered in the past; and

WHEREAS, In addition to the many activities planned for this warm and welcoming occasion, a half-size replica of the Washington, D.C. , Vietnam Veterans Memorial, "The Wall", will be displayed in Grant Park just west of Buckingham Fountain from June 8 through June 15; and

WHEREAS, We owe an enormous debt of gratitude to our heroes of Vietnam, and we hope these celebrations will fully show our respect, our admiration and our love for these Veterans; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of May, 1986, A. D., do hereby call attention to the Vietnam Veterans Parade scheduled for June 13, and to all the events and exhibits scheduled around the Parade, in hopes of making every citizen cognizant of the enormous contributions of our Vietnam Veterans, and of our overwhelming gratitude to our heroes.

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.

Presented by

ALDERMAN O'CONNOR (40th Ward):

Referred -- REPROGRAMMING CERTAIN SALVAGE FUNDS TO
FUND CHICAGO STAR YOUTH
ARTS PROGRAM.

A proposed order to reprogram \$54,010 of Community Development Block

Grant Salvage funds to fund the Chicago Star Youth Arts Program which has provided an alternative to gang involvement for teenagers of the Edgewater-West Ridge Community, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMIT TO HOLD STREET
CARNIVAL ON PORTION OF NORTH
FAIRFIELD AVENUE.

Also, a proposed order for the issuance of a permit to St. Hilary Church to hold a street carnival on the 5600 block on North Fairfield Avenue during the period from June 24 through June 29, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN PUCINSKI (41st Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the north-south 16-foot public alley and that part of the east-west public alley lying between a line 73.22 feet west of the west line of North New England Avenue and the west line of the north-south public alley in the block bounded by West Higgins Avenue, West Balmoral Avenue, North Newland Avenue, and North New England Avenue for Max Kolbus (No. 7-41-86-1069); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Pucinski, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR VARIOUS ORGANIZATIONS.

Three proposed ordinances for grants of privilege in public ways for the various organizations listed, which were *Referred to the Committee on Streets and Alleys*, as follows:

Eastgate International, Inc. -- to maintain and use vault under east-west public alley north of East Ontario Street and west of North St. Clair Street;

Harry's Cafe -- to occupy a portion of the public way adjacent to its property for use as a sidewalk cafe;

Sweetwater -- to occupy a portion of the public way adjacent to its property for use as a sidewalk cafe.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A,
CHICAGO ZONING ORDINANCE, CONCERNING PERMITTED
USES IN M1-1 TO M1-5 DISTRICTS.

Also, a proposed ordinance to amend the Chicago Zoning Ordinance, Chapter 194A, Section 10.3-1 of the Municipal Code of Chicago, to cite art galleries and art studios as permitted uses in M1-1 to M1-5 Districts, which was *Referred to the Committee on Zoning*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF
SPECIFIED STREETS FOR VARIOUS PURPOSES.

Also, three proposed orders for the granting of permission to the organizations listed to close to traffic portions of specified streets for various purposes, which were *Referred to the Committee on Beautification and Recreation*, as follows:

LaSalle Street Church -- to close to traffic West Elm Street from North LaSalle Street to the dead end, on Saturday, May 31, 1986, for the conduct of a church meeting;

James M. Kane/Alzheimer & Grey (on behalf of Rush University) -- to close to traffic North Wabash Avenue between East Ontario and East Ohio Streets on Saturday, June 14, 1986, to accommodate commencement exercises at Medinah Temple;

Maureen Schulman Public Relations, Inc. -- to close to traffic North LaSalle Street between West Ontario and West Ohio Streets on Thursday, May 29, 1986, for the conduct of an event honoring Chicago's Great Athletes.

Referred -- ISSUANCE OF PERMITS TO HOLD FESTIVALS
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders for the issuance of permits to the organizations listed, to hold festivals at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Unico National -- to hold a Festa Italiana in Olive Park from August 15 through August 17, 1986:

Pepper Waterbeds, c/o Quick Silver Marketing & Public Relations -- to conduct a Mini Neighborhood Festival on West Hubbard Street from North State Street to North Dearborn Street on July 25, 1986.

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Mages Sports, for the conduct of a sidewalk sale on North LaSalle Street (west side), between West Ontario and West Ohio Streets on Thursday, May 29, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT TO REPAIR AND MAINTAIN
SIDEWALKS AND FLOWER BOXES AT
SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to the Two East Oak Condominium Association to repair and maintain certain sidewalks and flower boxes adjacent to their property at 2 East Oak Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN ORBACH (46th Ward):

TRIBUTE TO LATE CANTOR MOSES J. SILVERMAN.

A proposed resolution reading as follows:

WHEREAS, On Friday, May 9, 1986, the City of Chicago lost one of its most distinguished Cantors with the death of Moses J. Silverman; and

WHEREAS, The lilting voice of Cantor Silverman stirred the souls of worshippers at Chicago's Anshe Emet Synagogue for 46 years; and

WHEREAS, Cantor Silverman represented the fifth generation of Cantors in his family and his masterful style was a rich blending of the old world, deeply rooted traditional manner and that of the carefully trained modern musician; and

WHEREAS, Cantor Silverman was a graduate of the Damrosch Institute of Music and had served as president of the Cantors Assembly of America and as a member of the Board of Overseers of the Jewish Theological Seminary; and

WHEREAS, A number of years ago the Cantors Assembly of America, in cooperation with the Cantors Institute of the Jewish Theological Seminary of America, established the Moses J. Silverman Scholarship in perpetuity "in deep appreciation of his heroic efforts in behalf of the sacred calling of Hazzanut; and

WHEREAS, In conjunction with the 100th Anniversary of the Anshe Emet Synagogue, which was celebrated in 1973, the congregation issued a special album of Cantor Silverman's liturgical renditions recorded from the actual services, and, in addition, the Transcontinental Music Corporation published a volume of the Cantor's compositions; and

WHEREAS, Cantor Silverman's concert renditions of folk and liturgical music have been acclaimed throughout the United States and Canada; and

WHEREAS, Cantor Silverman won great acclaim from moviegoers nationwide when he coached the entertainer Danny Thomas for his role in the motion picture "The Jazz Singer"; and

WHEREAS, Cantor Silverman is survived by his wife, Roselyn, and two sons, Dr. Daniel Silverman and David Silverman; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago observe a moment of silence in memory of Cantor Silverman and extend to his family our deepest condolences on his passing.

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, by a rising vote.

Referred -- REPROGRAMMING OF CERTAIN SALVAGE FUNDS
TO COVER LIGHTED SCHOOLHOUSE PILOT PROGRAM
IN 46TH WARD.

Also, a proposed resolution requesting the reprogramming of certain Community Development Block Grant Salvage funds in the amount of \$150,000 to fund a Lighted Schoolhouse Pilot Program in the 46th Ward, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SCHULTER (47th Ward):

HONOR AND GRATITUDE EXTENDED TO PASTOR AND MRS.
NORMAN COLLINS FOR TWENTY-FIVE YEARS OF
CHURCH MINISTRY.

A proposed resolution reading as follows:

WHEREAS, Pastor and Mrs. Norman Collins are completing twenty-five years of selfless dedication and outstanding ministry to the congregation of Cuyler Covenant Church, 1614 W. Byron Street on Chicago's great northwest side; and

WHEREAS, Pastor and Mrs. Collins have proven themselves outstanding spiritual leaders and also have been very active and influential in the grateful northwest side community in which they have so tirelessly served; and

WHEREAS, A celebration dinner will honor Pastor and Mrs. Norman Collins June 1, 1986; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of May, 1986, A.D., do hereby join the grateful members of Cuyler Covenant Church in paying tribute and expressing our gratitude to Pastor and Mrs. Norman Collins for twenty-five full and spiritually uplifting years in the ministry, and extend to them our very best wishes for happiness and fulfillment in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Pastor and Mrs. Norman Collins.

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

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

CONGRATULATIONS EXTENDED TO MI HYON CHO AND
ALDEN BRUGADA AS OUTSTANDING JOHN J.
AUDUBON ELEMENTARY SCHOOL
GRADUATES.

Also, a proposed resolution reading as follows:

WHEREAS, Mi Hyon Cho and Alden Brugada, excellent students throughout their grade school years, are being graduated from John J. Audubon Elementary School June 17, 1986, at 10:00 A.M., and

WHEREAS, Mi Hyon Cho and Alden Brugada are outstanding examples of scholarship in the youth of which the leaders of this great City of Chicago are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of May, 1986, A.D., do hereby offer our congratulations to Mi Hyon Cho and Alden Brugada, two of the outstanding graduates of John J. Audubon Elementary School, as well as our best wishes to these fine young students for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mi Hyon Cho and Alden Brugada.

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

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

CONGRATULATIONS EXTENDED TO REVEREND ROBERT
J. BURNELL ON 16TH ANNIVERSARY OF
HIS ORDINATION.

Also, a proposed resolution reading as follows:

WHEREAS, Reverend Robert J. Burnell celebrates the sixteenth anniversary of his ordination and the completion of six years as Associate Pastor of St. Benedict Parish June 1, 1986; and

WHEREAS, Father Burnell has had a long and distinguished association with St. Benedict Parish, 2201 West Irving Park Road, on Chicago's great northwest side. He has been a priest in Chicago the entirety of his career and will shortly move to St. Mary Parish in Riverside, Illinois; and

WHEREAS, The grateful parishioners of St. Benedict will join Father Robert J. Burnell for a farewell Mass Sunday, June 1, at Noon, followed by a special reception in his honor; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of May, 1986, A. D., do hereby join the parishioners of St. Benedict Parish in honoring the Reverend Robert J. Burnell on the Sixteenth Anniversary of his ordination, and extend to this fine spiritual leader our very best wishes for all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Father Robert J. Burnell.

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

CONGRATULATIONS EXTENDED TO FEDERATION OF
AMERICAN CULTURAL AND LANGUAGE
COMMUNITIES.

Also, a proposed resolution reading as follows:

WHEREAS, The Federation of American Cultural and Language Communities (F.A.C.L.C.) was created to protect and promote cultural and linguistic rights in the United States; and

WHEREAS, With national headquarters in Washington, D.C., F.A.C.L.C. has been greatly influential in preserving diverse linguistic and cultural heritages; and

WHEREAS, The Federation of American Cultural and Language Communities is holding its annual board meeting in Chicago June 14, 1986; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of May, 1986, A. D., do hereby welcome the board members of the Federation of American Cultural and Language Communities to our great City, and also extend to this fine organization our congratulations and best wishes for the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to F.A.C.L.C.

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

Referred -- ISSUANCE OF PERMIT TO HOLD STREET
CARNIVAL ON PORTION OF WEST
LELAND AVENUE.

Also, a proposed order authorizing and directing the Commissioner of Public Works to issue a permit to Our Lady of Lourdes Church for the purpose of holding a carnival on West Leland Avenue, between North Ashland Avenue and North Greenview Avenue, for the period July 28 to August 4, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN VOLINI (48th Ward):

WEEK OF JUNE 15TH - 21ST, 1986 PROCLAIMED
"SAFETY IN WORKPLACE WEEK".

A proposed resolution reading as follows:

WHEREAS, National Safety Council data show workplace accidents each year kill about 11,300 Americans and injure an additional 1.9 million workers; and

WHEREAS, These accidents cost Americans about \$33.4 billion annually; and

WHEREAS, Employers and employees in the public and private sectors must recognize the need to safeguard the workplace so that we may enjoy a productive and healthy environment; and

WHEREAS, The American Society of Safety Engineers (A.S.S.E.), is an organization dedicated to the reduction of workplace accidents and deaths since 1911; and

WHEREAS, The Associated General Contractors of America (A.G.C.) is a 67 year old organization of construction contractors stressing skill, responsibility and integrity; and

WHEREAS, Observance of National Safety in the Workplace Week is supported by the U. S. Department of Labor's Occupational Safety and Health Administration; and

WHEREAS, O.S.H.A. was created in 1971 "to assure so far as possible ... safe and healthful working conditions": and

WHEREAS, This endeavor is worthy of our support and cooperation so that we may reduce the toll of workplace injuries and deaths; now, therefore,

Be It Resolved, That the week of June 15th, through June 21, 1986 be declared "Safety In The Workplace Week": and

Be It Further Resolved, That we join the members of O.S.H.A., The State of Illinois On-Site Consultation Program, A.S.S.E. and the A.G.C. in their attempts to improve the safety and health of American workers.

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

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

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION
OF WEST BERWYN AVENUE.

A proposed ordinance to establish a bus stand on West Berwyn Avenue, along the north curb, from a point 45 feet east of the east property line of North Broadway to a point 150 feet east thereof, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY
FOR ALCON APARTMENTS,
INCORPORATED.

Also, a proposed ordinance to grant permission and authority to Alcon Apartments, Inc., a corporation, to maintain and use a six-inch tile conduit under and across public alley near the southwest corner of West Lawrence Avenue and North Clarendon Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN VOLINI (48th Ward), ALDERMAN ORR (49th Ward),
AND ALDERMAN NATARUS (42nd Ward):**

Referred -- ABATEMENT OF PORTION OF MONIES FROM
LEVY OF TAXES FOR CORPORATE PURPOSES
FOR YEAR 1986.

A proposed ordinance, presented by Aldermen Volini, Orr and Natarus, calling for a portion of monies to be abated from the taxes levied for the year 1986 for Corporate Fund purposes, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 200,
SECTION 200.10 CONCERNING AIRCRAFT FUEL TAX.

Also, a proposed ordinance to amend Chapter 200, Section 200.10 of the Chicago Municipal Code, to impose a tax per gallon on aircraft fuel, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN ORR (49th Ward):

Referred -- EXAMINATION OF ASSESSMENTS GIVEN LARGE
COMMERCIAL DEVELOPMENT PROJECTS.

A proposed resolution calling for an examination of the assessments given large commercial development projects, to see that they are assessed at their proper levels, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Restaurant Chang -- to maintain and use an existing canopy at 1525 West Howard Street;

Michael J. Harrington, d/b/a Barr Funeral Home -- to maintain and use an existing canopy at 622 North Broadway.

Presented by

ALDERMAN STONE (50th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO
LEADERSHIP AND MEMBERS OF CONGREGATION
BNEI RUVEN ON 90TH ANNIVERSARY
OF ITS FOUNDING.

A proposed resolution reading as follows:

WHEREAS, Congregation Bnei Ruven is celebrating its 90th year having been established in 1896 at 10 Frank Street; and

WHEREAS, In the 1950's the congregation moved to West Rogers Park and in 1960 held its groundbreaking ceremonies for its present building on the southwest corner of Devon and Whipple; and

WHEREAS, This magnificent structure has received awards from the Chicago Chapter of the American Institute of Architects and the Chicago Association of Commerce and Industry as the most impressive functional religious edifice; and

WHEREAS, The synagogue itself has been the center of religious, cultural, educational, philanthropic, and communal activities in the West Rogers Park area and has made vast

contributions collectively and individually through its outstanding members and spiritual leaders for the continued vitality and stability of the West Rogers Park community; and

WHEREAS, Bnei Ruven's spiritual leader, Rabbi Harold Shusterman is an outstanding, internationally acknowledged theologian, a graduate of the Lubavitcher Yeshivos and a disciple of the Lubavitcher Rebbe, and whose oratory has also graced the halls of the Council Chamber, Rabbi Shusterman by his leadership, civic contribution, philanthropic dedication and spiritual guidance to the community has demonstrated his value to a vibrant West Rogers Park community; and

WHEREAS, On June 4, 1986, the congregation will gather at a dinner to celebrate its 90th anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council assembled here this 30th day of May, 1986, do herewith extend our congratulations and best wishes to the leadership and members of the Congregation Bnei Ruven, and join them not only in celebration but in resolve to maintain the integrity of the West Rogers Park community by its continued existence; and

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

Alderman Stone moved toto permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

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

Referred -- GRANT OF PRIVILEGE TO CANDLELITE.

Also, a proposed ordinance granting permission and authority to Candlelite to occupy a portion of the public right-of-way for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- MISERICORDIA HOME EXEMPTED FROM
SEWER SERVICE CHARGE.*

Also, a proposed ordinance authorizing and directing the Commissioner of Sewers to exempt the Misericordia Home (north), 6300 North Ridge Avenue, from the first One Thousand Dollar charge for sewer services in 1984-1985, which was *Referred to the Committee on Finance*.

Presented by

**ALDERMAN STONE (50th Ward) and
ALDERMAN ROTI (1st Ward):**

**CONGRATULATIONS EXTENDED TO NEEDY BOY AND GIRL
RECIPIENTS OF SCHOLARSHIP AWARD.**

A proposed resolution reading as follows:

WHEREAS, On June 6, 1986, in memorial of David Metrick, a scholarship will be awarded to a needy boy and girl under the sponsorship of the Chicago Boys and Girls Club, George M. Eisenberg Unit; and

WHEREAS, David Metrick, a longtime Chicago resident, educated in the public schools of Chicago, having graduated from Washburne Trade School, went into his father's electrical contract business in 1949, and became president of that company in 1952 with only three or four electricians in their employ, built this corporation to a company of over 150 electricians with annual sales of \$15 million, and since his untimely death on September 8, 1985, the company continues under the leadership of David's son, Elliot Metrick; and

WHEREAS, David Metrick was a devoted family man and a major contributor to the National Arthritis Fund, United Jewish Fund, Boy Scouts, and of course, the Chicago Boys Club; and

WHEREAS, During his lifetime he devoted himself to the George M. Eisenberg Unit having at one point being directly responsible for more than 50% of the total revenue generated; now, therefore,

Be It Resolved, It is fitting and proper that we, the Mayor and members of the City Council assembled here this 30th day of May, 1986, join in congratulations to the needy boy and girl who will be the recipient of a scholarship award in memory of a great Chicago citizen, David Metrick, by the Chicago Boys and Girls Club, the George M. Eisenberg Unit; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented at the dinner, June 6, 1986.

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

**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 KOTLARZ (35th Ward):

Belmont Community Hospital, 4058 W. Melrose Street -- for construction of two driveways in public alley, for emergency vehicles only on the premises known as 4024-4030 W. Melrose Street.

BY ALDERMAN GILES (37th Ward):

St. Anne Hospital -- for construction of an intensive care unit on the premises known as 4950 W. Thomas Street.

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, Superior and Fairbanks -- for demolition of two buildings on the premises known as 206-208 E. Superior Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Home, 2916 W. 47th Street.

BY ALDERMAN ORBACH (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 N. Marine Drive.

BY ALDERMAN STONE (50th Ward):

Torah Tots, Inc., 6330 N. Whipple Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Nursery, 4600 S. McDowell Avenue -- boiler and fuel burning equipment inspections (2).

BY ALDERMAN GABINSKI (32nd Ward):

ORT Resale Shop, 3326 N. Lincoln Avenue -- sign inspection.

BY ALDERMAN NATARUS (42nd Ward):

Dr. William M. Scholl College of Podiatric Medicine, 1001 N. Dearborn Street -- mechanical ventilation inspection.

BY ALDERMAN SCHULTER (47th Ward):

Society of Danube Swabian, 4217 N. Lincoln Avenue -- public place of assembly inspection.

WATER RATE EXEMPTIONS:

BY ALDERMAN SCHULTER (47th Ward):

Lakeview United Pentecostal Church, 1710-1712 W. Cornelia Avenue.

BY ALDERMAN VOLINI (48th Ward):

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

REFUND OF FEES:

BY ALDERMAN MADRZYK (13th Ward):

Rose Milazzo, 6236 S. Knox Avenue -- Refund of overpayment in one percent vehicle use tax for the amount of \$27.28.

Anne K. Talchik, 3500 W. 76th Place -- Refund of overpayment in one percent vehicle use tax for the amount of \$122.54.

BY ALDERMAN OBERMAN (43rd Ward):

DePaul University, 2345 N. Clifton Avenue -- Refund of Permit No. 690516- 690517 for electrical installations in the amount of \$2,385.00.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (May 14, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on May 14, 1986, at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus moved to *Correct* said printed Official Journal as follows:

Page 29977 -- by deleting in their entirety the fourth and fifth lines, as counted from the bottom of the page.

The motion *Prevailed*.

Alderman Burke moved to *Approve, as Corrected* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AUTHORIZATION FOR FILING OF APPLICATIONS FOR ILLINOIS DEVELOPMENT ACTION GRANTS FOR VARIOUS PROJECTS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of May 14, 1986, pages 29765 -- 29767, recommending that the City Council pass a proposed ordinance authorizing application to the Illinois Development Finance Authority for eight Illinois Development Action Grants in specified amounts for 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, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

Said ordinance, as passed, reads as follows:

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

SECTION 1. The Mayor is hereby authorized to submit to the Illinois Development Finance Authority on behalf of the City of Chicago eight (8) applications for Illinois Development Action Grants for the following projects in the following amounts:

- A. Playskool Industrial Park Phase II, located at a site between Augusta Boulevard, Chicago Avenue, Kilbourn Avenue and Chicago-Northwestern Railroad tracks.

Amount: \$1,000,000

- B. Studio Network, Inc., located at 1032-1058 West Washington Boulevard.

Amount: \$1,000,000

- C. Kedzie Plaza South Project, located at Kedzie Avenue and 47th Street.

Amount: \$200,000

- D. 87th Street Development Project, to be located at 1111 East 87th Street.

Amount: \$400,000

- E. Pilsen Townhouse Project, to be located at scattered sites between 19th Place and Cullerton Avenue.

Amount: \$500,000

- F. Paul Stewart Apartment Project, to be located at 41st Street and Vincennes Avenue.

Amount: \$900,000

- G. Guyon Apartment Project, to be located at 116 North Pulaski Road.

Amount: \$1,000,000

- H. Uptown Theater Project, to be located at 4816 North Broadway.

Amount: \$1,000,000

SECTION 2. The Mayor, or his designee, is authorized to act in connection with these applications to give what assurances are necessary and to provide such additional information as may be required by the Illinois Development Finance Authority.

SECTION 3. In the event any of these applications are approved, the Mayor, or his designee, is hereby authorized to enter into and execute on behalf of the City of Chicago, an Illinois Development Action Grant Agreement or such other documentation as may be required by the Illinois Development Finance Authority.

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

AUTHORITY GRANTED FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH VENTURA
INCORPORATED FOR PROJECT
LOCATED AT 3100 WEST
GRAND AVENUE.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of May 14, 1986, pages 29768 -- 29779, recommending that the City Council pass a proposed ordinance authorizing the execution of a Loan and Security Agreement with Ventura, Incorporated, in the amount of \$100,000, for the expansion of business and job opportunities located at 3100 West Grand 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, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

Said ordinance, as passed, reads as follows:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

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

WHEREAS, Ventura Incorporated, an Illinois corporation, has made application to the Department of Economic Development to borrow \$100,000 for purposes of purchasing land and a building which will result, among other things, in the creation of an estimated 43 new, permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Ventura Incorporated; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Ventura Incorporated, pursuant to which the City will loan \$100,000 to Ventura Incorporated to assist Ventura Incorporated to expand its operations, operations which consist of manufacturing specialty advertising products, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

Exhibit A (Loan and Security Agreement) attached to this ordinance reads as follows:

Loan and Security Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602 and Ventura Incorporated, an Illinois corporation, with principal offices at 5691 North Ridge Avenue, Chicago, Illinois 60660 ("Borrower").

Recitals:

Whereas, D.E.D. was established on 10 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 Community Development Block Grant Program of the United States Department of Housing and Urban Development in the amount of \$1,500,000 to be used to make low interest loans to start up and expand businesses; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$100,000 ("Loan") for the purpose of purchasing land and a building which will result, among other things, in the creation of an estimated 43 new, permanent job opportunities for low and moderate income persons residing in the City.

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

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

Section 2. Definitions.

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

2.2 "Charges" shall mean all national, federal, state, county, city, municipal and/or other governmental (or any instrumentality, division, agency, body or department thereof), taxes, levies, assessments, charges, liens, claims or encumbrances upon and/or relating to

the "Collateral" (hereinafter defined), Borrower's Liabilities, Borrower's business, Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

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

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

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

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

2.7 "Property" shall mean the leasehold interest in real estate located at 3100 West Grand Avenue, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.9 "Senior Lender" shall mean Ford City Bank, located at 7601 South Cicero, Chicago, Illinois 60652.

Section 3. Loan.

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

3.1 The principal sum of the Loan shall be \$100,000.

3.2 The term of the Loan shall be 10 years.

3.3 The rate of interest charged on the Loan shall be 75% of prime on the principal balance outstanding from time to time.

3.4 Repayment of the Loan shall be in 120 equal monthly installments of principal and interest pursuant to Paragraph 3.03 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower.

3.5 Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes of acquiring and building only; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or

curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a second position on facility located at 3100 West Grand Avenue:

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

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

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

4.4 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$100,000.

4.5 Borrower agrees that Ronald M. Chatter shall personally guaranty the Loan.

Section 5. Conditions Precedent.

The following shall be required of Borrower as Conditions Precedent to disbursement of loan proceeds:

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

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

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

5.4 Personal Guarantee of repayment of the Loan;

5.5 Consent of Senior Lender to D.E.D.'s Loan and Borrower's grant of security interest as security therefore.

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

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

6.2 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the state of its incorporation as represented at the beginning of this Agreement, and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's (Articles of Incorporation or By-laws), or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral, (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as permitted pursuant to Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as may be set forth in Borrower's application for the Loan), which might result in any material and adverse change to Borrower's financial

condition, or materially affect Borrower's assets or the Collateral as of the date of this Agreement; (g) Borrower has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business as previously conducted by it and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Borrower is not in default with respect to any indenture, loan agreement, mortgage, deed or other similar agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

6.3 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence Borrower's compliance with this Paragraph 6.3.

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

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

6.6 Borrower shall maintain financial records prepared not less frequently than annually, in accordance with generally accepted accounting principles consistently applied by a certified public accountant and certified to by the chief executive officer of Borrower.

Within 90 days following the close of each fiscal year of Borrower, Borrower shall provide a copy of the aforesaid annual financial statement(s) to Lender. In addition, upon request by D.E.D. Borrower shall submit to D.E.D. no more frequently than once per calendar quarter, statements of Borrower's employment profile and financial condition prepared in accordance with generally accepted accounting principles consistently applied.

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

Section 7. Maintaining Records/Right to Inspect.

7.1 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or (the State of Illinois ("State")) necessary to reflect and disclose fully the amount and disposition of the Loan proceeds, the total cost of the activities paid for, in whole or in part, with Loan proceeds, and the nature of all activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Borrower for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Lender and (State).

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

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

Section 8. Jobs.

8.1 Borrower shall use its best efforts to create approximately 24 new, permanent jobs within 36 months after execution of this Agreement.

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

8.3 As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for interest paid on the City Loan as follows:

(a) If Borrower achieves its employment levels pursuant to Section 3.2 of this Agreement, it shall accrue credit for interest paid from initial disbursement date of the Loan through the end of the calendar year in which the aforesaid employment level is met.

(b) For each calendar year up to 4 years after achieving its employment levels, Borrower maintains said levels, Borrower shall accrue one year's credit on interest paid in that year, on the City Loan.

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

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

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

Section 9. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely: (a) default in the payment or performance of any obligations or of any covenants or liabilities contained or referred to herein which default shall continue for a period of ten (10) days following notice thereof to Borrower; (b) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement; (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower and for (b) through (d) of this Section 9, continuing for a period of sixty (60) days after notice thereof to Borrower; or (e) any default to the Senior Lender which would permit Senior Lender, after the expiration of any applicable cure period thereunder, to accelerate its loans.

Section 10. Remedies

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Illinois Revised Statutes, Chapter 110, Section 15-101 et seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower

to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 11. No Waiver by Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

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

Section 12. Prepayment.

This loan may be prepaid at anytime without premium or penalty.

Section 13. Equal Employment.

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

13.1 Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex or national origin. Borrower will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: (a) employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

Section 14. Disclaimer of Relationship.

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

Section 15. Conflict of Interest.

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

Section 16. Limitation of Liability.

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

Section 17. Non-Assignability.

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

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

Section 18. Additional Provisions.

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

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

If to Lender:

Department of Economic Development

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

If to Borrower:

Ventura Incorporated
5691 North Ridge Avenue
Chicago, Illinois 60660
Attention: Ronald M. Chattler

With copies to:

Corporation Counsel of the City of
Chicago
Room 511, City Hall
121 North LaSalle Street
Chicago, Illinois 60602

Mr. Jerrold V. Hobfoll
Borek, Hobfoll & Goldberg
5255 West Golf Road, Suite 100
Skokie, Illinois 60077

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

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

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

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH VENTURA INCORPORATED
AND MORTON AND JEANETTE STONE
TO ASSIST IN ACQUISITION OF
CERTAIN PROPERTY.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of May 14,

1986, pages 29779--29786, recommending that the City Council pass a proposed ordinance authorizing the execution of a Redevelopment Agreement with Ventura Incorporated, and Morton and Jeanette Stone in the amount of \$22,500 to assist in the acquisition of property located at 3100 West Grand 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, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 47.

Nays -- None.

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

Said ordinance, as passed, reads as follows:

WHEREAS, The Chicago Plan for Economic Development 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 use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated January 14, 1986, has approved a redevelopment project which obligates the City of Chicago to assist Ventura Incorporated in the acquisition of certain real estate; and

WHEREAS, Ventura Incorporated has executed a contract of sale with Morton and Jeanette Stone, to acquire certain property located at 3100 West Grand Avenue, Chicago, Illinois, as part of its business expansion plans which is expected to result in the additional employment of approximately 43 persons within 36 months after the acquisition; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, and subject to the approval of the United States Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to assist Ventura Incorporated with the acquisition of a parcel of land located at 3100 West Grand Avenue, in the City of Chicago, said Agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement.

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

Exhibit A (Redevelopment Agreement) attached to this ordinance reads as follows:

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."), Ventura Incorporated, with offices presently at 5691 North Ridge Avenue, Chicago, Illinois 60660 ("Purchaser"), and Morton and Jeanette Stone with offices at 3100 West Grand Avenue, Chicago, Illinois 60622 ("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 October 8, 1985 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 3100 W. Grand Avenue ("Property") for the total amount of \$170,000 which Purchaser will manufacture specialty advertising items ("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 January 14, 1986, approved Purchaser's request; and

Whereas, the Project will result in the retention of 55 permanent jobs, and create an estimated 43 new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

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

Section II. Consideration.

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

Section III. Redevelopment Plan.

Purchaser shall improve Property by necessary rehabilitation to the existing improvements. All plans and specifications for the expansion shall be in conformity with all applicable state and local laws and regulations. The Property shall be used in accordance with applicable zoning laws. The completion date for the aforesaid expansion shall be no later than March 31, 1987.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately 98 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 April 30, 1986.

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

Section VI. Evidence of Financing.

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

Section VII. Completion of Improvements.

The improvements described in Section III shall be completed no later than March 31, 1987.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

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

Section X. Transfer or Abandonment of Property.

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

(b) Purchaser shall not close or abandon the Property for a period of five years after disbursement of funds under this Agreement.

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 relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

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

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

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

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

Section XVI. Survival of Agreement.

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

Section XVII. Default.

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

Section XVIII. Remedies.

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

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

(c) Upon default under Section X only, the City may at its sole option demand Purchaser immediately remit to the City an amount equal to the funds advanced by the City pursuant to Section II of this Agreement, plus interest from the date of disbursement of said grant funds at the rate of 10% per annum.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

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

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

or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

Section XXI. Miscellaneous.

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

(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 United States 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
Room 2800
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser:

Ventura Incorporated
5691 North Ridge Avenue
Chicago, IL 60660

If to Seller:

Morton and Jeanette Stone
3100 West Grand Avenue
Chicago, IL 60622

(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.

(e) This Agreement shall be recorded by the City at the Office of the Cook County Recorder of Deeds.

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.]

DESIGNATION OF DEPOSITORY INSTITUTIONS FOR
YEAR 1986 CITY AND SCHOOL FUNDS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of December 30, 1985, pages 25957-25958 recommending that the City Council pass a proposed ordinance authorizing the designation of depository institutions for City and School Funds for the year 1986.

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, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

Said ordinance, as passed, reads as follows:

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

SECTION 1. That the following regularly established national and state banks and savings and loan associations pursuant to an advertisement required by the Municipal Code of the City of Chicago have submitted bids for the payment of interest on certificates of deposit and/or time deposits of City and school funds and that each said depository has satisfactorily filed with the City Comptroller the information required by Chapter 7, Sections 7-33, 7-34 and 7-34.1 of the Municipal Code of the City of Chicago:

Commercial Banks

Amalgamated Trust & Savings
American National Bank
Chicago Bank of Commerce
Chicago City Bank and Trust Company
Commercial National Bank
Continental Illinois National Bank
Drexel National Bank
Drovers National Bank
East Side Bank & Trust Company
Exchange National Bank
First Commercial Bank
First National Bank of Chicago
Harris Trust & Savings
Hyde Park Bank
Lakeside Bank
LaSalle National Bank
Seaway National Bank

SECTION 2. The depository institutions listed in Section 1 are hereby designated as legal depositories for City and school funds for the year of 1986 and the City Comptroller and the City Treasurer may deposit monies received by him in any of these institutions.

SECTION 3. That during the ensuing days of the year of 1986, qualified depository institutions, as defined in Chapter 7 of the Municipal Code of the City of Chicago, that in the judgment of the City Comptroller have completed and submitted bid forms to him will be designated as qualified upon approval of the City Council.

SECTION 4. This ordinance shall be effective from and after its passage.

Failed to Pass -- ASSIGNMENT OF ALDERMAN TILLMAN
(3rd Ward) TO VARIOUS STANDING COMMITTEES.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Committees and Rules, deferred and published in the Journal of the Proceedings of May 15, 1985, pages 16156-16157, recommending that the City Council adopt, as amended, a proposed resolution concerning five committee appointments to the Alderman of the Third Ward to certain standing committees.

Alderman Burke then moved to *Do Not Concur* in the recommendation of said committee report. The clerk called the roll and the appointments recommended by said committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Carter, Langford, Streeter, Kelley Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini -- 22.

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

Said proposed resolution, which failed to pass, reads as follows:

WHEREAS, Dorothy Tillman was appointed Alderman of the Third Ward on May 18, 1984 and elected as Alderman of the Third Ward on February 26, 1985 and to date has not been appointed or assigned to any of the City Council's standing committees: now, therefore,

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

That Dorothy Tillman be assigned to all of the Standing Committees heretofore assigned to the former Alderman of the Third Ward on or about May 2, 1983.

Re-Referred -- VARIOUS DEFERRED AND PUBLISHED MATTERS.

On motion of Alderman Burke, the City Council took up for consideration the following described deferred and published matters:

<i>Meeting Date</i>	<i>Page Numbers</i>	<i>Committee</i>	<i>Referred Matter</i>
5/15/85	16202	Land Acquisition and Disposition	Ordinance approving an easement from Lake Shore Drive to Streeter Drive;
2/13/85	13538	Land Acquisition and Disposition	Authority to accept bid for sale of parcel of City-owned property at 540 West Washington Boulevard;
5/30/84	6779-6780	Finance	Proposed ordinance authorizing acceptance of grant of funds from Chicago Community Trust concerning establishment of liaison between City and Committee for Regional Partnership;
1/20/84	4629-4630	Finance	Proposed ordinance amending 1984 Annual Appropriation Ordinance to provide energy assistance to low income Chicagoans;
12/27/83	4314-4316	Finance	Proposed ordinance amending

5/30/86

UNFINISHED BUSINESS

30507

			Municipal Code by adding new Chapter 7.4, entitled Chicago Commission on Women's Affairs;
12/27/83	4318-4320	Finance	Proposed ordinance amending Municipal Code by adding new Chapter 7.5, entitled Latino Affairs Commission;
8/31/83	1742-1743	Land Acquisition and Disposition	Proposed ordinance granting authority to advertise for sale parcels of City-owned property at 4201-4243 South Drexel Boulevard/ 909-915 East 42nd Street;
3/25/83	16707	Finance	Proposed ordinance granting authority to advertise for sale Board of Education property held in trust by City located at 6751 West 63rd Place (formerly Blair School);
12/8/82	13950	Finance	Ordinance granting authority to advertise for sale property held in trust for the use of schools located at 2554 West 113th Street;
7/15/82	11714	Police	Ordinance amending Chapter 193, 193-30 of the Municipal Code by adding a provision banning the ownership, etc. of handgun ammunition with capability of piercing 18 layers of Kevlar-type materials;
5/5/82	10581	Finance	Ordinance granting authority to advertise for sale property held in trust for the use of schools located at southwest corner of West 19th Street and California Avenue;
5/5/82	10583	Finance	Ordinance granting authority to advertise for sale City-owned property located at 6531 South Yale.

On motion of Alderman Burke, said matters were re-referred to the appropriate committees by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 22.

CHICAGO ZONING ORDINANCE AMENDED TO
RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of Proceedings of May 14, 1986 pages 29900 -- 29923, recommending that the City Council pass proposed ordinances to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

On motion of Alderman Gabinski, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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

Reclassification of Area Shown on Map No. 1-E.

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 B7-6 General Central Business District symbols and indications as shown on Map No. 1-E in the area bounded by

West Chicago Avenue; North Rush Street; the alley next South of and parallel to West Chicago Avenue; and the alley next West of and parallel to North Rush 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 30511 through 30517 of this Journal.]

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

Reclassification of Area Shown on Map No. 1-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 M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

a line 109.11 feet north of and parallel to West Hubbard Street; the alley next East of and parallel to North Wells Street; a line 81 feet North of and parallel to West Hubbard Street; and North Wells Street,

to those of a C3-5 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development No. 308 symbols and indications as shown on Map No. 2-F in the area bounded by

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

to the designation of Business Planned Development No. 308, as amended, 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 hereof and to no others.

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. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

a line 331.80 feet north of and parallel to West Wrightwood Avenue; North Lakewood Avenue; a line 139.80 feet north of and parallel to West Wrightwood Avenue; and the alley next west of and parallel to North Lakewood Avenue,

to those of an MI-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing and R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

West Wrightwood Avenue; a line 187.0 feet east of and parallel to North Greenview Avenue; public alley next south of and parallel to West Wrightwood Avenue; public alley next east of and parallel to North Greenview Avenue; a line 24.0 feet north of and parallel to West Lill Street; and North Greenview Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-J.

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

(Continued on page 30518)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
STATEMENTS

1. The area delineated hereon as "Residential-Business Planned Development" is owned or controlled by Lake Shore National Bank as Trustee under Trust Nos. 1193 and 2072, 605 North Michigan Avenue, Chicago, Illinois.
2. All applicable official reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees or grantees.
3. Use of land will consist of dwelling units, business uses, related recreational uses, together with off-street parking.
4. Any dedication or vacation of streets or alleys, or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning. There shall be no advertising signs permitted.
8. The height restriction of any building or any appurtenance attached thereto shall be subject to:
 - a. height limitations as certified on form FAA-117, successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, and approved by the City Council.

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9. The following information sets forth data concerning the property included in said development and a generalized Land Use Plan (Site Plan) illustrating the development of said property.
10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of the Department of Planning.

· APPLICANT: MURRAY WOLBACH, III

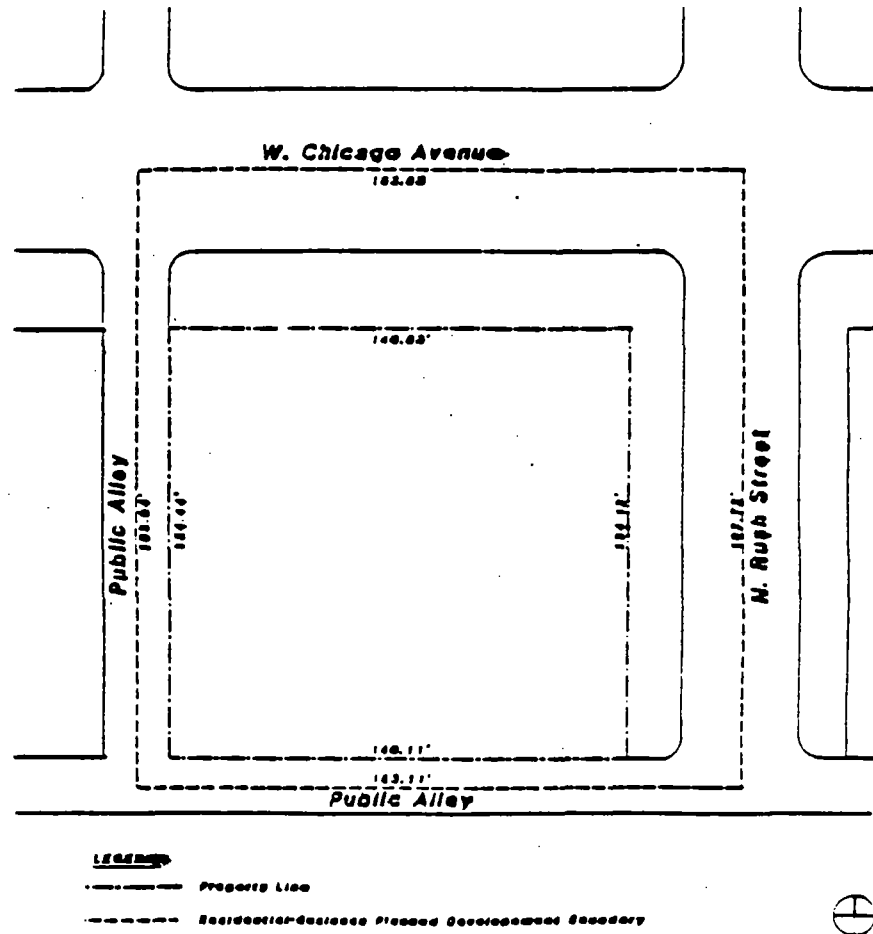
DATE: March 11, 1986

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UNFINISHED BUSINESS

30513

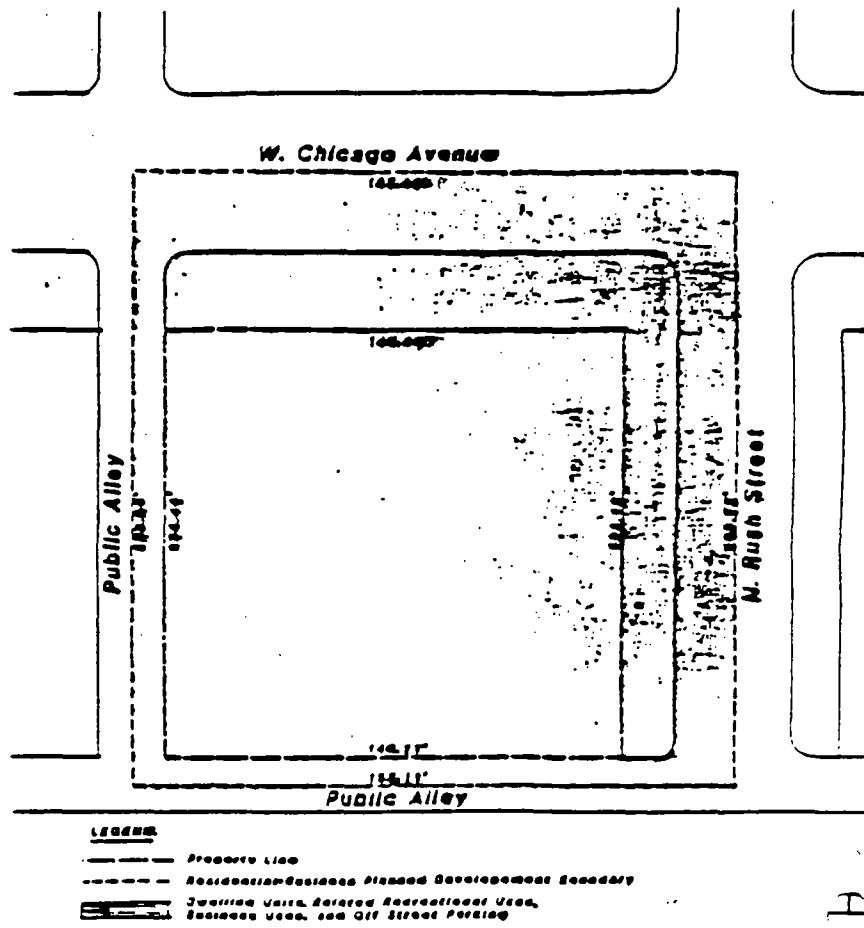
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



APPLICANT: MURRAY WOLBACH, III

DATE: March 11, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



APPLICANT: MURRAY WOLBACH, III

DATE: March 11, 1986

5/30/86

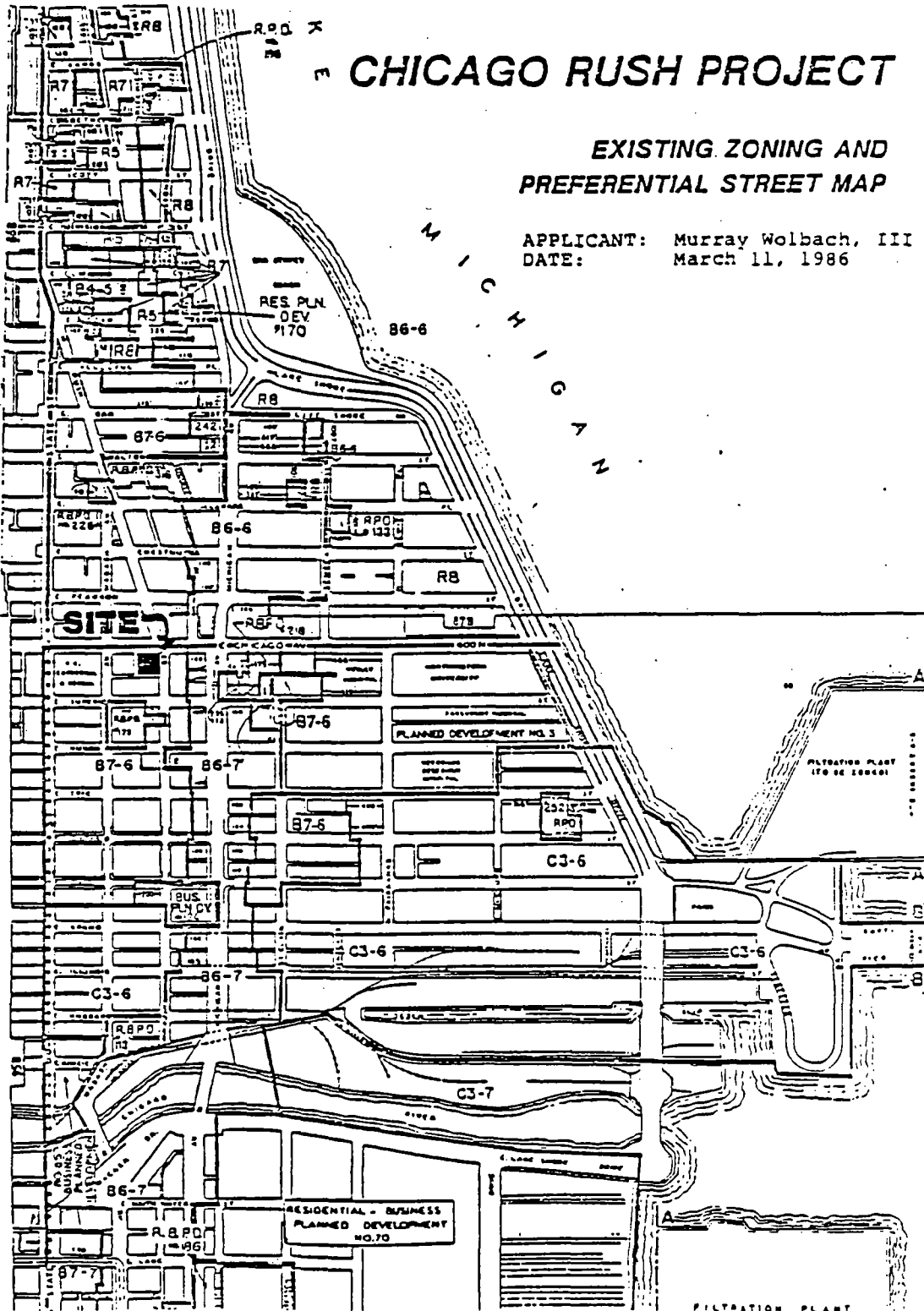
UNFINISHED BUSINESS

30515

CHICAGO RUSH PROJECT

**EXISTING ZONING AND
PREFERENTIAL STREET MAP**

APPLICANT: Murray Wolbach, III
DATE: March 11, 1986



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE & BYLAW REGULATIONS & DATA

NET SITE AREA	GENERAL DESCRIPTION OF LAND USE	MAX. NO. OF DWELLING UNITS	MAX FLOOR AREA RATIO	MAX PERCENTAGE OF LAND COVERED
18,816 sq. ft. or .432 acres	Dwelling units, related recreational uses, including a swimming pool, business uses, (including an earth station receiving dish) and off-street parking	221	14.0	99% at grade; 42% at 90 feet above grade

NET SITE AREA

18,816 sq. ft.

GROSS SITE AREA = (net site area + area of public streets and alleys)

18,816 sq. ft. net site area + 16,531 sq. ft. public streets and alleys = 35,347 sq. ft. gross site area

MAXIMUM F.A.R. FOR NET SITE AREA

14.0

MAXIMUM NUMBER OF DWELLING UNITS

221 including a maximum of 22.6% efficiency units

MAXIMUM AREA DEVOTED TO BUSINESS USES

13,670 sq. ft.

PERCENTAGE OF LAND COVERED

99% at grade; 42% at 90 feet above grade

MINIMUM NUMBER OF OFF-STREET PARKING SPACES

164

5/30/86

UNFINISHED BUSINESS

30517

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MINIMUM NUMBER OF OFF-STREET LOADING BERTHS

2

MINIMUM SETBACKS

0

APPLICANT: MURRAY WOLBACH, III

DATE: March 11, 1986

(Continued from page 30510)

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. 7-J in area bounded by

West Barry Avenue; the alley next east of and parallel to North Pulaski Road; the alley next south of and parallel to West Barry Avenue; the alley northwest of and parallel to North Davlin Court; the alley next north of and parallel to West Wellington Avenue; and North Pulaski Road,

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 force and effect from and after its passage and due publication.

*Reclassification of Area Shown on Map No. 9-H.
(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 B3-2 General Retail District symbols and indications as shown on Map No. 9-H in the area 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,

to those of a B3-4 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 10-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 M2-2 General Manufacturing District symbols and indications as shown on Map No. 10-J in area bounded by

a line 256.43 feet north of and parallel to West 44th Street; a line 569.23 east of and parallel to South Pulaski Road; West 44th Street; and South Pulaski Road,

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. 12-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 R2 Single-Family Residence District symbols and indications as shown on Map No. 12-K in the area bounded by

a line 130.93 feet south of and parallel to West 51st Street; South Knox Avenue; the alley next north of South Archer Avenue; and the alley next west of South Knox Avenue,

to those of a B4-1 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. 13-H.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 13-H to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the roof and on the same lot as the existing office building located at 5547 North Ravenswood Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

Reclassification of Area Shown on Map No. 17-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 17-H in the area bounded by:

an east-west line 373.48 feet south of the intersection of North Damen Avenue and North Ridge Boulevard; North Ridge Boulevard; an east-west line 1100 feet south of the intersection of North Damen Avenue and North Ridge Boulevard; and North Damen Avenue,

to the designation of a 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.

[Business Planned Development printed on pages
30521 through 30526 of this Journal.]

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

Reclassification of Area Shown on Map No. 24-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 B2-1 Restricted Retail District symbols and indications as shown on Map No. 24-G in area bounded by

West 95th Street; North Halsted Street; a line 178.80 feet south of and parallel to West 95th Street; and the alley next west of and parallel to North Halsted Street,

to those of a B4-1 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.

BUSINESS PLANNED DEVELOPMENT NO. _____

STATEMENTS

1. The total area delineated herein as a "Business Planned Development" is owned by the following: Dominick's Finer Foods, Inc., a Delaware corporation, 555 N. Northwest Avenue, Northlake, Illinois 60164; Midwest Bank and Trust Company, TUT# 83-034049, Harlem & North Avenues, Elmwood Park, Illinois 60635; the beneficiary of that trust is Duk Y. Kim, 6666 N. Ridge Boulevard, Chicago, Illinois 60626; Shah Rizvi, 6713 N. Ridge Boulevard, Chicago, Illinois 60626; and, William G. Freudenberg, Jr., and Nancy Freudenberg, as joint tenants, 6618 N. Ridge Boulevard, Chicago, Illinois 60626.

Control over all of said property has been designated to the applicant, DOMINICK'S FINER FOODS, INC., in accordance with the terms of certain real estate purchase agreements, copies of which have been submitted as part of this application.

2. All applicant official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.
3. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights-of-way or consolidation or resub-division of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
4. The following uses shall be permitted within the area delineated herein as Business Planned Development: a grocery store (super-market) including the sale of package liquor, retail drugs and other goods and services customarily located in such facilities.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Public Works and the approval of the Department of Planning.
6. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for

APPLICANT: Dominick's Finer Foods, Inc.

ADDRESS : 6616-6730 N. Ridge Blvd., 16615-6731 N. Damen Ave.

DATE : January 23, 1986

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motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

7. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 0.40.
8. Identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
9. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
10. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

- A. Property line map and right-of-way adjustments;
 - B. Existing zoning and preferential street system map;
 - C. Generalized land use plan; and
 - D. Planned Development Use and Bulk Regulations and Data Chart.
11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

APPLICANT: Dominick's Finer Foods, Inc.

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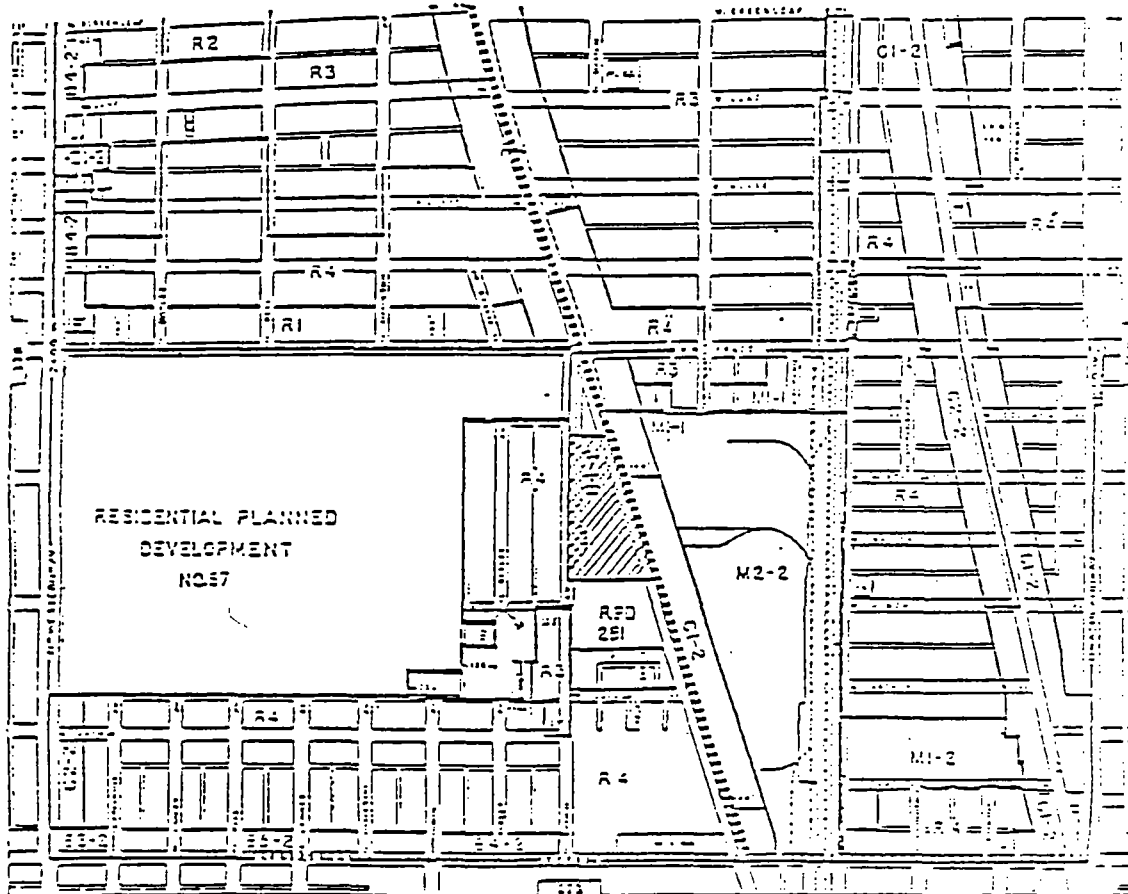
AMENDED : March 13, 1986

5/30/86

UNFINISHED BUSINESS

30523

BUSINESS PLANNED DEVELOPMENT
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



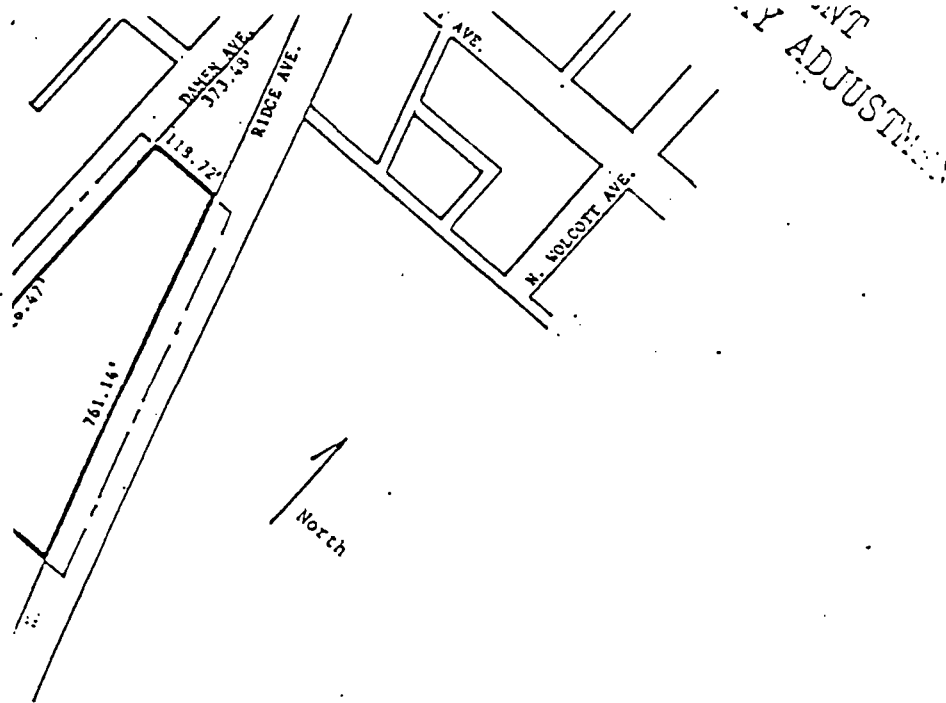
Business Planned Development

----- Preferential Street

APPLICANT: Dominick's Finer Foods, Inc.

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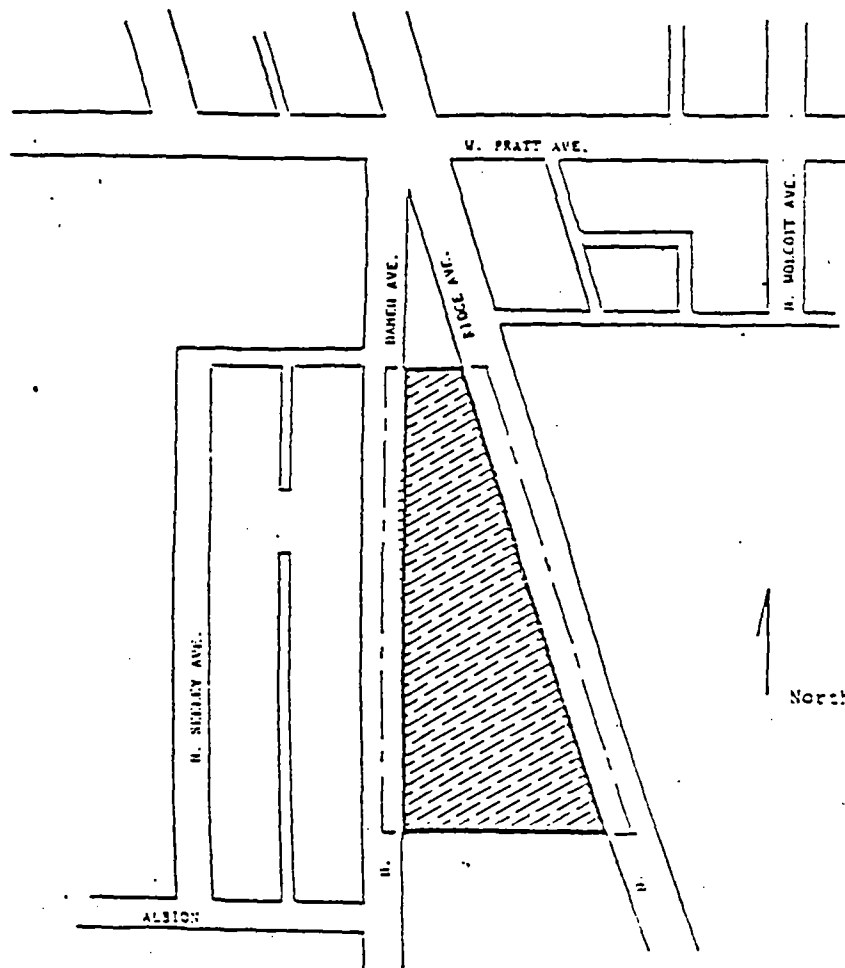
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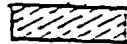
UNFINISHED BUSINESS

30525

BUSINESS PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



----- Planned Development Boundary



a grocery store (supermarket) including the sale of
package liquor, retail drugs and other goods and
services customarily located in such facilities.

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BUSINESS PLANNED DEVELOPMENT NO. _____

USE AND BULK REGULATIONS AND DATA

<u>NET SITE AREA</u>	<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>FAR</u>	<u>% OF LAND COVERAGE</u>
Sq. Ft. Acres			
169,731 3.90	A grocery store (supermarket) including the sale of package liquor, retail drugs, and other goods and services customarily located in such facilities	0.4	40%

GROSS SITE AREA

Net Site Area of 3.90 acres plus Public Right-of-Way area of 1.25 acres = 5.15 acres.

NUMBER OF OFF-STREET LOADING SPACES

Per requirements of B5 General Service Districts.

MINIMUM NUMBER OF PARKING SPACES

201

PERIPHERY SETBACKS AT PROPERTY LINES

West Property Line along North Damen.....	0 feet
North Property Line.....	0 feet
East Property Line along North Ridge Avenue.....	0 feet
South Property Line.....	0 feet

APPLICANT: Dominick's Finer Foods, Inc. ..

ADDRESS: 6616-6730 N. Ridge Blvd./6615-6731 N. Damen Ave.

DATE: January 23, 1986

AMENDED: March 13, 1986

CHAPTER 194A, SECTION 7.10-1 OF MUNICIPAL
CODE AMENDED CONCERNING REGULATION
OF COMMERCIAL ADVERTISING SIGNS
IN RESIDENTIAL DISTRICTS.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of May 14, 1986, pages 29917 and 29924--29925, recommending that the City Council pass a proposed ordinance amending Chapter 194A, Section 7.10-1 of the Municipal Code concerning the regulation of commercial advertising signs in residential districts.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The nature and character of residential areas of the City of Chicago should be preserved; and

WHEREAS, Residential communities have been inundated with commercial advertising signs of various colors, shapes and sizes; and

WHEREAS, The placement of outdoor commercial advertising signs and displays in residential districts constitutes a traffic hazard because those signs create a distraction to drivers of vehicles, diverting their attention from the road, primarily because such signs are unexpected in residential communities; and

WHEREAS, Such commercial advertising signs and displays also constitute a definite detraction and are aesthetically unacceptable to the appearance of residential communities; now, therefore,

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

SECTION 1. That Chapter 194A, "The Chicago Zoning Ordinance", Section 7.10-1, is hereby amended by the addition thereto of the following language in italics below:

7.10-1. Permitted Signs -- R1 Single-Family Residence District

...
C. A "Non-illuminated Commercial Advertising Sign" is hereby defined to mean any display advertising for sale on site a product, service or property, either real or personal, having financial gain or profit as an object.

In R1 Single-Family Residence Districts, non-illuminated commercial advertising signs shall be permitted subject to the following:

(1) Commercial advertising signs shall not exceed the dimensions of eighteen (18) inches in height by eighteen (18) inches in width;

(2) Lettering on all such commercial advertising signs shall consist of not more than two (2) colors including background;

(3) Contents upon commercial advertising signs shall be limited to a description of the article for sale, an address, and a telephone number for inquiry as to information regarding such sale;

(4) Where an improvement exists on a parcel of realty, commercial advertising signs must be affixed to said improvement; however, where no improvement exists on realty, such signs may be displayed on the unimproved parcel.

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

MISCELLANEOUS BUSINESS.

Referred-- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Ronald D. Picur, City Comptroller, under date of May 29, 1986, which read as follows:

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 845 North Ashland Avenue/1553-1559 West Pearson Street, which was authorized by ordinance passed June 26, 1985 pages 18353-18354, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 378 North Avers Avenue, which was authorized by ordinance passed June 26, 1985 page 18354, Council Journal.

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 860 North Elston Avenue, which was authorized by ordinance passed November 6, 1985 pages 21720-21721, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1322-1324 South Fairfield Avenue, which was authorized by ordinance passed June 26, 1985 pages 18356- 18357, Council Journal.

Transmitted herewith 5 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 2614 North Greenview Avenue, which was authorized by ordinance passed October 1, 1984 page 9851, Council Journal.

Transmitted herewith 3 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 4521 South Indiana Avenue, which was authorized by ordinance passed June 26, 1985 page 18357, Council Journal.

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1754-1758 North Marshfield Avenue, which was authorized by ordinance passed June 26, 1985 pages 18358- 18359, Council Journal.

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1174 North Milwaukee Avenue, which was authorized by ordinance passed February 15, 1984 pages 5070-5071, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1657-1659 West Monroe Street/105 South Paulina Street, which was authorized by ordinance passed November 6, 1985 page 21723, Council Journal.

Transmitted herewith 3 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 3122 South Morgan Street, which was authorized by ordinance passed June 26, 1985 pages 18359-18360, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 4408 South Vincennes Avenue, which was authorized by ordinance passed June 26, 1985 page 18361, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1314-1316 West 79th Street, which was authorized by ordinance passed September 11, 1985 pages 19888- 19889, Council Journal.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition and Disposition*.

The following is a summary of said bids:

845 North Ashland Avenue/1553-1559 West Pearson Street.

Israel and Cruz Mesta, 2841 West 25th Street, Chicago, Illinois 60608: Amount bid \$3,100.00, deposit check \$310.00 (cashier's check);

378 North Avers Avenue.

Krel Laboratories, Inc., 388 North Avers Avenue, Chicago, Illinois 60624: Amount bid \$2,050.00, deposit check \$205.00 (cashier's check);

860 North Elston Avenue.

Jeff Bowles, 833 North Milwaukee Avenue, Chicago, Illinois 60622: Amount bid \$2,810.00, deposit check \$281.00 (certified check);

James E. Wells, 442 West Wellington Avenue, Chicago, Illinois 60657: Amount bid \$4,610.00, deposit check \$461.00 (cashier's check);

1322-1324 South Fairfield Avenue.

Healing Temple Church of God in Christ, 1330 South Fairfield Avenue, Chicago, Illinois 60608: Amount bid \$3,000.00, deposit check \$300.00 (cashier's check);

2614 North Greenvview Avenue.

Jeff Bowles, 833 North Milwaukee Avenue, Chicago, Illinois 60622: Amount bid \$15,200.00, deposit check \$1,520.00 (certified check);

Angelo P. Pierucci, Donald P. Pierucci, Mark C. and Esther C. Nichol, 2618 North Greenvview Avenue, Chicago, Illinois 60614: Amount bid \$26,011.00, deposit check \$2,602.00 (cashier's check);

Robert B. Karr, 1963 North Burling Street, Chicago, Illinois 60614: Amount bid \$10,100.00, deposit check \$1,010.00 (cashier's check);

Brian M. Walsh, 7628 West Catalpa Avenue, Chicago, Illinois 60656: Amount bid \$9,600.00, deposit check \$960.00 (certified check);

Dan V. and Erika K. Crowe, 741 West Melrose Street, Chicago, Illinois 60657: Amount bid \$10,105.50, deposit check \$1,010.55 (certified check);

4521 South Indiana Avenue.

Kinnard and Gladys Holcomb, 4541 South Indiana Avenue, Chicago, Illinois 60653: Amount bid \$2,500.00, deposit check \$250.00 (cashier's check);

Jay M. Shavin, 1640 East 55th Street, Chicago, Illinois 60615: Amount bid \$2,295.00, deposit check \$229.50 (cashier's check);

Stanley McEwen, 1351 East 90th Street, Chicago, Illinois 60619: Amount bid \$4,100.00, deposit check \$410.00 (personal money order);

1754-1758 North Marshfield Avenue.

Robert E. Derham, c/o Mediatech, Inc., 110 West Hubbard Street, Chicago, Illinois 60610: Amount bid \$12,000.00, deposit check \$1,200.00 (certified check);

1757 Partners, an Illinois Limited Partnership, 1757 North Paulina Street, Chicago, Illinois 60622: Amount bid \$12,010.00, deposit check \$1,201.00 (certified check);

1174 North Milwaukee Avenue.

James E. Wells, 442 West Wellington Avenue, Chicago, Illinois 60657: Amount bid \$8,010.00, deposit check \$801.00 (cashier's check);

Yeon H. Lee, 1201 North Milwaukee Avenue, Chicago, Illinois 60622: Amount bid \$7,800.00, deposit check \$780.00 (money order);

1657-1659 West Monroe Street/105 South Paulina Street.

Basil N. Brunetti, c/o Avenue Metal Manufacturing Company, 1640 West Ogden Avenue, Chicago, Illinois 60612: Amount bid \$24,500.00, deposit check \$2,450.00 (cashier's check);

3122 South Morgan Street.

Frank Cacciatore, 527 South Wells Street, 6th Floor, Chicago, Illinois 60607: Amount bid \$3,381.00, deposit check \$338.10 (cashier's check)

Ronald C. Marasso, 2907 South Canal Street, Chicago, Illinois 60616: Amount bid \$3,002.00, deposit check \$300.20 (cashier's check);

Mary and Frank Ricobene, 3012 South Emerald Avenue, Chicago, Illinois 60616: Amount bid \$5,000.00, deposit check \$500.00 (cashier's check);

4408 South Vincennes Avenue.

Luther Green, 4406 South Vincennes Avenue, Chicago, Illinois 60653: Amount bid \$550.00, deposit check \$55.00 (certified check);

1314-1316 West 79th Street.

Arthur L. Hunter, 121 E. 87th Street, Chicago, Illinois 60619 and Lillie Monday Dixon, 7326 South Woodlawn Avenue, Chicago, Illinois 60619: Amount bid \$12,000.00, deposit check \$120.00 (bank check).

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

15 students from Julian High School, Social Studies class, accompanied by Carl Williamson;

students from Washington Irving School, 2nd and 3rd grade classes;

students from Horace Mann School, "Pearls of Pride" presented Honorable Harold Washington, Mayor, with a poem called "The First", accompanied by Katherine Williams, teacher;

Mrs. Gertrude Jordan, Regional Administrator of H.U.D.

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 regular meeting held on Friday, the thirtieth (30th) day of May, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the sixth (6th) day of June, 1986, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 47.

Nays -- None.

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

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 Friday, June 6, 1986, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.