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COPY



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

Regular Meeting—Wednesday, February 11, 1987

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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone.

Absent -- None.

Call to Order.

On Wednesday, February 11, 1987 at 2:23 P.M., (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Kellam, Kelley, Garcia, Gutierrez, W. Davis, D. Davis, Banks, Giles, Laurino, Natarus, Oberman, Volini, Orr, Stone -- 27.

Quorum present.

TRIBUTE TO MR. BUDDY BLACK.

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

WHEREAS, Buddy Black, 69, a longtime media veteran, died February 9, 1987 in Evanston Hospital after a short illness on Monday; and

WHEREAS, Mr. Black started working the mid-1940's as a disc jockey for radio station KCKN in Kansas City, Kansas and in 1953 he came to Chicago, where he worked for WGN Radio and Television; and

WHEREAS, Mr. Black hosted such programs as "Chicago at Night", "Riverview Funtime", and "The Buddy Black Show"; and

WHEREAS, Buddy Black founded WEBH-FM, which broadcast from the famous Edgewater Beach Hotel and Night Club on the far north side, and in 1970 he sold the station which is now known as WLAK; and

WHEREAS, Buddy, noted for his dapper appearance, for the last 6 years had been a featured reporter on Channel 7 news, where he focused on issues of concern to senior citizens; and

WHEREAS, Mr. Black is survived by his wife, Ellie; son, Chip; mother, Rose Swartz; and a brother, Bernard Swartz; and

WHEREAS, Buddy Black was described by his peers as being a consummate professional who used his expertise to augment the warmth and style of each story he reported; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled here this 11th day of February, 1987, do hereby recognize Buddy Black for all the numerous contributions he has given to the broadcasting industry, as well as citizens, young and old, in the City of Chicago; and

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

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

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

SALE OF PARCEL I-2 IN 63RD-DORCHESTER REDEVELOPMENT PROJECT TO APOSTOLIC CHURCH OF GOD.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the 63rd-Dorchester Redevelopment Project, Parcel I-2 located at the northeast corner of South Kenwood Avenue and East 64th Street.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on January 27th, 1987, 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.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan, as amended, for Project 63rd-Dorchester heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, Parcel I-2 is located at the northeast corner of South Kenwood Avenue and East 64th Street and contains 71,842.5 square feet; and

WHEREAS, The Department of Urban Renewal proposes to accept an offer to purchase said parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 87- DUR-1, adopted by the Department of Urban Renewal on January 27, 1987, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, The Redeveloper has proposed to redevelop the property for the expansion of the church and off-street parking in accordance with the 63rd- Dorchester Redevelopment Plan, as amended; and

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

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

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Project 63rd-Dorchester is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Apostolic Church of God	I-2	71,842.5	\$0.75	\$53,881.88

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest a deed of conveyance for the property described in Section 1, above.

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

Referred -- EXECUTION OF LOAN AND SECURITY AGREEMENT
AND REDEVELOPMENT AGREEMENT WITH BREWER
SEWING SUPPLIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Loan and Security Agreement in the amount of \$100,000, and a Redevelopment Agreement in the amount of \$40,000, with Brewer Sewing Supplies to expand business and job opportunities through the acquisition of land and a building located at 3800 West 42nd Street, Chicago, Illinois 60632.

Your favorable consideration of this ordinance would be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

2/11/87

COMMUNICATIONS, ETC.

39365

Referred -- REQUEST FOR BUSINESS DEVELOPMENT LOAN
TO MAYA ROMANOFF CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance which authorizes a Business Development Loan in the sum of \$150,000.00 to the Maya Romanoff Corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SUPPLEMENTAL BOND INDENTURE TO SUBSTITUTE
LA SALLE NATIONAL BANK FOR COSMOPOLITAN BANK
AS TRUSTEE FOR 811 WEST EVERGREEN
PARTNERSHIP PROJECT INDUSTRIAL
REVENUE BONDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing a supplemental bond indenture to substitute LaSalle National Bank for Cosmopolitan National Bank of

Chicago as trustee for the \$1,650,000 Industrial Revenue Bonds of the City of Chicago (811 West Evergreen Partnership Project).

Your favorable consideration of this ordinance will be appreciated.

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

***Referred -- LIMITED AGENCY AND PARTICIPATION AGREEMENT
WITH STATE OF ILLINOIS FOR CERTAIN TERMINAL
BUILDING IMPROVEMENTS AT
MIDWAY 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**

February 11, 1987.

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, transmitted herewith is a Limited Agency and Participation Agreement between the City of Chicago and the State of Illinois for certain terminal building improvements at Chicago Midway Airport.

Your favorable consideration of this ordinance would be appreciated.

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

***Referred -- ACCEPTANCE OF SECOND GENERATION PLANNING
GRANT FROM UNITED STATES DEPARTMENT OF THE
INTERIOR REGARDING WATERWAY
RECREATION STUDY.***

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

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COMMUNICATIONS, ETC.

39367

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I submit herewith an ordinance authorizing the acceptance of a Second Generation Planning Grant from the United States Department of the Interior under Title X of the Urban Park and Recreation Recovery Act of 1978, in the amount of Fifty Thousand Dollars (\$50,000), and authorizing the City of Chicago to commit matching funds from an in-kind contribution of staff time and materials amounting to Fifty Thousand Dollars (\$50,000), for the purpose of conducting a Waterway Recreation Study.

Your favorable consideration of this request is appreciated.

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

Referred --ACCEPTANCE OF SECOND GENERATION PLANNING
GRANT FROM UNITED STATES DEPARTMENT OF
THE INTERIOR REGARDING BOULEVARD
RECREATION STUDY.

Honorable Harold Washington, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Beautification and Recreation;*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I submit herewith an ordinance authorizing the acceptance of a Second Generation Planning Grant from the United States Department of the Interior under Title X of the Urban Park and Recreation Recovery Act of 1978, in the amount of Fifty Thousand Dollars (\$50,000), and authorizing the City of Chicago to commit matching funds from an in-kind contribution of staff time and materials amounting to Fifty Thousand Dollars (\$50,000), for the purpose of conducting a Boulevard Recreation Study.

Your favorable consideration of this request is appreciated.

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

Referred -- ACCEPTANCE OF GRANT FROM NATIONAL
ENDOWMENT FOR THE ARTS CONCERNING
RESTORATION OF CHICAGO'S
HISTORIC BOULEVARD
SYSTEM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I submit herewith an ordinance authorizing the acceptance of a grant of federal funds from the National Endowment for the Arts, in the amount of Forty Thousand Dollars (\$40,000), and authorizing the City of Chicago to commit matching funds from an in-kind contribution of staff time and materials amounting to Sixty-Nine Thousand Eight Hundred Sixty One Dollars (\$69,861), for the preparation of an Urban Design Plan for the restoration of the City's historic boulevard system.

Your favorable consideration of this request is appreciated.

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

Referred -- BUDGET RECOMMENDATIONS AND ORDINANCE AUTHORIZING
SUBMISSION OF FINAL STATEMENT OF OBJECTIVES AND
PROJECTED USE OF FUNDS FOR COMMUNITY
DEVELOPMENT BLOCK GRANT ENTITLEMENT
TO UNITED STATES DEPARTMENT
OF HOUSING AND URBAN
DEVELOPMENT FOR
YEAR XIII.

2/11/87

COMMUNICATIONS, ETC.

39369

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith the Budget Recommendations and Ordinance Authorizing Submission of Final Statement of Objectives and Projected Use of Funds for C.D.B.G. Entitlement to the U. S. Department of Housing and Urban Development for the Year XIII.

Your favorable consideration of the Budget Recommendations and Ordinance will be appreciated.

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

Referred -- AMENDMENT NUMBER 6 TO CHICAGO-ORLEANS
REDEVELOPMENT PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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. 6 to the Chicago-Orleans Redevelopment Plan. This Amendment provides for a change in land use to allow for the redevelopment of an approximately two- square block parcel bounded by Oak, Wells and Hill Streets and the C.T.A. right- of-way west of Franklin Street.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a regular meeting held on the 16th day of December, 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 -- AMENDMENT NUMBER 1 TO MOHAWK-NORTH
REDEVELOPMENT PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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. 1 to the Mohawk-North Redevelopment Plan. This Amendment will change the Acquisition Map and the related portion of the text of the Redevelopment Plan to delete the property at 1518 North Mohawk from the list of properties to be acquired.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at regular meeting held on the 16th day of December, 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 -- CITY COMPTROLLER AND CITY TREASURER
AUTHORIZED TO PAY FOR ACQUISITION OF
PROPERTY LOCATED AT 5800--5842
SOUTH CENTRAL AVENUE.

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

2/11/87

COMMUNICATIONS, ETC.

39371

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, transmitted herewith is an ordinance authorizing the City Comptroller and City Treasurer to pay at the direction of the Commissioner of Public Works the sum of \$425,000.00 for the acquisition for the public use of property located at 5800 to 5842 South Central Avenue. The acquisition price is to be paid from Account No. 623-8653-540-1-85.

Your favorable consideration of this matter will be greatly appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
147 BY AUTHORIZING ISSUANCE OF SPECIAL
TERM LIQUOR LICENSES TO QUALIFIED
ORGANIZATIONS LICENSED UNDER
ILLINOIS CHARITABLE
GAMES ACT.

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

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance amending Chapter 147 of the Municipal Code of Chicago by authorizing the issuance of special term liquor licenses to organizations qualified and licensed under the Illinois Charitable Games Act.

Your favorable consideration of this ordinance would be appreciated.

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

**Referred -- EXECUTION OF CONTRACT WITH ILLINOIS
RESTAURANT ASSOCIATION FOR MANAGEMENT
OF "TASTE OF CHICAGO".**

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Cultural Affairs, I transmit herewith an ordinance authorizing the production and presentation of an event to be known as "Taste of Chicago" and authorizing the execution of a contract with the Illinois Restaurant Association for the management of said event.

Your favorable consideration of this ordinance will be appreciated.

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

**Referred -- EXECUTION OF GRANT OF EASEMENT AGREEMENT
NECESSARY TO MAINTAIN RIGHT OF INGRESS AND
EGRESS FOR MIDWAY AIRPORT
LIGHT STATIONS.**

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

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

February 11, 1987.

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

2/11/87

COMMUNICATIONS, ETC.

39373

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, transmitted herewith is an ordinance authorizing the Commissioner of Aviation to execute a Grant of Easement Agreement and directing the Comptroller to pay the acquisition price from Fund No. 623-8653- 540. Said Agreement is necessary for a continuing right of ingress and egress to operate and maintain Light Stations 19+20, 20+10 and 21+00 of the Midway Airport Approach Light System.

Your favorable consideration of this matter will be greatly appreciated.

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

Referred -- EXECUTION OF GRANT OF EASEMENT AGREEMENT
NECESSARY TO MAINTAIN RIGHT OF INGRESS AND
EGRESS FOR MIDWAY AIRPORT
LIGHT STATIONS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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, transmitted herewith is an ordinance authorizing the Commissioner of Aviation to execute a Grant of Easement Agreement and directing the Comptroller to pay the acquisition price from Fund No. 623-8653- 540. Said Agreement is necessary for a continuing right of ingress and egress to operate and maintain Light Station 24+02 of the Midway Airport Approach Light System.

Your favorable consideration of this matter will be greatly appreciated.

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

Referred -- EXECUTION OF GRANT OF EASEMENT TO
METROPOLITAN SANITARY DISTRICT FOR
SEWER PURPOSES AT 111TH STREET
AND SOUTH DOTY AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Sewers, I transmit herewith an ordinance authorizing the Mayor to execute a grant of easement to the Metropolitan Sanitary District for sewer purposes at 111th Street and South Doty Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

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 February 3, 1987, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on February 11, 1987, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on February 3, 1987, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

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

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Ins. Co. (2) Marshall Robinson and Anthony Chiesa, Allen Arnold and Mattie Travis;

Barasch Philip J. and Son, Bolden John, Braden Everette, Branch Samuel;

Chessie System Railroad/Baltimore and Ohio Railroad, Coren Jamie, Crutcher Eleanor and John;

Denwoody Luvenia;

Gorski Edward;

Heiser Christopher, Her Bee Billy, Hill Dorothy;

Illinois Bell Telephone Co.;

Johnson Franklin H.;

Kraft Richard;

Lechuga Leonidas, Lee Joel;

Mody Dipesh;

Peoples Gas Light and Coke Co.;

Rogers Harry, Ruiz Robert;

Samoska Beatrice, Sloper Patrick H., State Farm Ins. Co. (4) Emanuel N'da, Marshall Valentin, Michael Bradley and Irving and Mina Bolon, State Security Ins. Co. and Irma Jean Earvin;

Thompson Ann E.;

United States Fidelity and Guaranty Co. (2) Frances Brown and Arrella Victorm;

Walker Mattie;

Zuniga Jose Alberto.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

CORPORATION COUNSEL AUTHORIZED TO EXECUTE CERTAIN
SETTLEMENT AGREEMENTS OR ENTER INTO
CONSENT DECREES.

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

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent decree in a lawsuit entitled, *Doretti v. City of Chicago*, 85L 9397 in the amount of \$200,000.00.

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent decree in a lawsuit entitled, *National Boulevard Bank, as trustee for Lawrence Patterson v. City of Chicago*, 83L 13709 in the amount of \$2,700,000.00.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

Nays -- None.

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

APPROVAL GIVEN TO APPOINTMENT OF MS. PEGGY
HILLMAN AS MEMBER OF BOARD OF
MUNICIPAL INVESTIGATION.

The Committee on Finance submitted the following report:

CHICAGO, February 11, 1987.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a communication concerning the appointment of Ms. Peggy Hillman to the Board of Municipal Investigation for a term ending April 12, 1989, to succeed Dr. James Maloney, whose term has expired, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

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

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said appointment of Ms. Peggy Hillman to the Board of Municipal Investigation was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

EXECUTION OF INTERAGENCY AGREEMENT WITH UNIVERSITY OF
ILLINOIS, NORTHWESTERN UNIVERSITY AND CHICAGO
ALLIANCE FOR NEIGHBORHOOD SAFETY FOR
IMPLEMENTATION OF PROGRAM ENTITLED
"MAPPING CRIME IN ITS COMMUNITY
SETTING".

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Mayor and Superintendent of Police to execute an interagency agreement with the University of Illinois at Chicago, Northwestern University and the Chicago Alliance for Neighborhood Safety for the implementation of a program entitled "Mapping Crime in its Community Setting".

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, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is hereby authorized and directed to execute and the City Clerk to attest and affix the Corporate Seal, subject to the approval of the Superintendent of Police and the City Comptroller and as to form and legality of the Corporation Counsel, an interagency agreement between the City of Chicago and the University of Illinois at Chicago, Northwestern University and the Chicago Alliance for Neighborhood Safety for the implementation of a program entitled "Mapping Crime in Its Community Setting" pursuant to a grant from the National Institute of Justice, said agreement to be substantially in the following form:

Inter-Agency Agreement.

This Agreement, made and entered into as of the ___ day of _____, 1986, by and between the City of Chicago, a home rule municipality and municipal corporation organized and existing under and by virtue of the Constitution and law of the State of Illinois, through its Department of Police (hereinafter referred to as the "C.P.D."), and the University of Illinois at Chicago, Northwestern University, and the Chicago Alliance for Neighborhood Safety (hereinafter referred to as "C.A.N.S.").

Witnesseth:

Whereas, the National Institute of Justice has awarded \$199,498 to the C.P.D., University of Illinois at Chicago, Northwestern University, and C.A.N.S. for the purpose of cooperatively implementing the grant program entitled "Mapping Crime in Its Community Setting" during an eighteen month period commencing November 1, 1986; and

Whereas, the City of Chicago, through its Department of Police, has the responsibility for administering and conforming to the reporting requirements of the grant; and

Whereas, the City of Chicago, through its Department of Finance has the responsibility for disbursing grant funds pursuant to established fiscal guidelines; and

Whereas, the University of Illinois at Chicago, Northwestern and C.A.N.S. are co-grantees;

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

1. This Agreement shall expire on April 1, 1988, unless extended by the National Institute of Justice.

2. Each of the co-grantees will submit a written request for an advance of grant funds to the C.P.D. on a quarterly basis. This request will estimate anticipated expenses for the upcoming quarter and will conform to the amended project budget as submitted to the National Institute of Justice.

3. Upon receipt of the written request for funds from the co-grantees, the City of Chicago will advance funds directly to each co-grantee in accordance with the terms of this agreement.

4. At the end of each quarter during which funds were advanced, each co-grantee will submit to the C.P.D. a written summary of expenditures. Accompanying the summary will be a certification by each co-grantee that all original documents and receipts related to grant expenditures are on file with the co-grantee and available for audit at the behest of the City of Chicago.

5. The City of Chicago reserves the right to withhold grant funds if the co-grantees fail to comply with the terms of this Agreement.

In Witness Whereof, the parties hereto have caused this Agreement to be duly executed by persons authorized to bind the respective parties as of the day and year first written above.

[Signature forms omitted for printing purposes.]

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

EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH
CHICAGO TRANSIT AUTHORITY CONCERNING
SPECIAL SECURITY DETAIL MANNED
BY SWORN POLICE OFFICERS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Mayor to execute an Intergovernmental Agreement with the Chicago Transit Authority which would permit the Chicago Police Department to assign sworn officers to a special security detail for the protection of Chicago Transit Authority passengers.

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, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago and the Chicago Transit Authority are both municipal corporations and separate and independent units of local government under the constitution and laws of the State of Illinois and as such have authority by statute to enter into an agreement for intergovernmental cooperation; and

WHEREAS, The security of public transit passengers, employees and property in the City of Chicago is a matter of public concern, and providing for such security is in the public interest; and

WHEREAS, The Chicago Transit Authority desires to enter into an agreement with the City of Chicago to develop a long range strategy to provide such security to Chicago Transit Authority passengers, employees, and property; now, therefore,

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

SECTION 1. On behalf of the City of Chicago, the Mayor is hereby authorized to enter into and execute, the City Clerk to attest and the Corporation Counsel to review as to form and legality, an Intergovernmental Agreement between the Chicago Transit Authority and the City of Chicago, the agreement to be in substantially the same form as the agreement attached hereto as Exhibit 1.

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

Intergovernmental Agreement attached to this ordinance reads as follows:

Intergovernmental Cooperation Agreement.

This Agreement made and entered into as of the _____ day of _____, 1987, by and between the City of Chicago, a home rule municipality and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Illinois, through its Department of Police (hereinafter referred to as the "C.P.D."), and the Chicago Transit Authority, a municipal corporation and unit of local government organized and existing under and by virtue of the Constitution and laws of the State of Illinois (hereinafter referred to as the "C.T.A. ").

Witnesseth:

Whereas, the legislature of the State of Illinois approved on April 12, 1945, the Metropolitan Transit Authority Act creating the Chicago Transit Authority as a municipal corporation, for the purpose of public ownership and operation of a transportation system in the metropolitan area of Cook County; and

Whereas, the security of C.T.A. passengers, employees, and property is a matter of public concern, and the provisions of such security is in the public interest; and

Whereas, both the C.T.A. and C.P.D. desire to develop a long range strategy for the provisions of such security to C.T.A. passengers, employees, and property; and

Whereas, the C.P.D. Voluntary Special Employment Program allows sworn officers to work for municipal corporations separate and independent from the City of Chicago; and

Whereas, the C.T.A. and City of Chicago are separate and independent municipal corporations, authorized to enter into this Agreement under the Constitution and the laws of the State of Illinois;

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

1. Existing C.P.D. Services. The existing special details of C.P.D. officers engaged in voluntary special employment for the C.T.A. dedicated to enforcing law and order on C.T.A. vehicles and properties, shall be continued and expanded under this Agreement. These special details of C.P.D. officers shall be responsible for protecting C.T.A. passengers, employees, and property.

2. C.T.A. Special Employment. This Agreement involves the C.P.D.'s Voluntary Special Employment Program (hereinafter referred to as "S.E.P.") with the C.T.A. and shall not obligate, alter or otherwise affect the C.P.D.'s ability to exercise its discretion in deploying officers to the Public Transportation Section of the C.P.D. or any other section or assignment with the C.P.D. Pursuant to this Agreement the C.P.D. agrees as follows:

- (a) The C.P.D. will facilitate the employment of C.P.D. officers on special details, on a daily basis, solely at each individual's option under the S.E.P. The C.P.D. will be responsible for accepting requests of officers who wish to participate on a special detail, maintaining a roster of officers who wish to perform such work, and selecting officers from the list.
- (b) Pursuant to this Agreement, and subject to the availability of officers and equipment under S.E.P., and subject further to the availability of funds, the C.T.A. special details will provide twenty-four (24) hour service, including weekends and holidays.
- (c) The number of officers on the C.T.A. special details may vary from time to time for reasons including, but not limited to, availability of a sufficient number of officers, radios and vehicles but generally will consist of approximately ninety-two (92) police officers, nine (9) sergeants and one (1) lieutenant each weekday and such number of police personnel for each weekend day and holiday as the parties may agree. Attached hereto for illustrative purposes is Exhibit A, which summarizes the parties understanding of various deployment levels of the C.T.A. special details.
- (d) Employment on C.T.A. special details shall continue to be separate and independent from the regular employment and assignment of C.P.D. officers in the Public Transportation Section of the C.P.D. currently serving the general public of the City of Chicago, including passengers on the C.T.A.
- (e) All C.P.D. officers participating in S.E.P. shall have had standard police officer training. The C.T.A. special details shall have full authorization to enter into or on all C.T.A. vehicles and properties with full rights to enforce law and order and to protect all C.T.A. passengers, employees and properties.
- (f) Participants in the C.T.A. special details shall be subject to the C.P.D. Special Order, Voluntary Special Employment Program or any amendment thereto or modification thereof promulgated by the Superintendent of Police, provided

that any such special order or amendment thereto or modification thereof will only permit officers to participate in the C.T.A. special details when they are on furlough, regular day off, day off due to holiday, personal day or compensatory time.

3. Operations. C.T.A. shall establish overall goals and objectives for the C.T.A. special details. The C.P.D. shall determine the locations and routes to be patrolled by the C.T.A. special details. Officers on the C.T.A. special details shall continue to be subject to the direction of the Superintendent of Police of the C.P.D. or his designees and must observe the normal standards of conduct set forth by the C.P.D. The daily performance of the C.T.A. special details shall be monitored by C.T.A. personnel designated by its Chairman or Executive Director. C.P.D. shall provide a suitable location of operation for the C.T.A. special details. In addition, the following shall govern operations of the C.T.A. special details:

- (a) The C.T.A. shall be responsible for establishing a communication system for officers on C.T.A. special details and for the hiring, compensation and continued employment of dispatchers during the term of this Agreement, and the C.P.D. shall have no responsibility or liability for said dispatchers or their actions.
- (b) The C.P.D. shall maintain daily logs and statistics on C.T.A. crimes, incidents, arrests and any activity performed by the special details relating to such incidents. The C.T.A. shall have the right, upon reasonable notice to the C.P.D., to inspect and copy the above daily logs and statistics. It will be the responsibility of the C.P.D. to forward a summary of said data to the C.T.A. on a monthly basis.
- (c) The Public Transportation Section commander of the C.P.D. shall have ongoing meetings and dialogue with C.T.A. representatives to discuss areas of concern relating to incidents that affect passengers, employees, and properties of C.T.A.

4. Radios. The C.T.A. shall furnish the C.P.D. with sufficient C.T.A. radios with batteries and chargers. These radios shall be designated for the sole use of the C.P.D. officers participating in the C.T.A. special details under this Agreement. C.T.A. shall be solely responsible for the maintenance and repair of these radios, batteries and chargers. C.T.A. will replace all lost or destroyed radios. Upon the expiration or termination of this Agreement, the radios, batteries and chargers will be promptly returned to the C.T.A. All C.T.A. property, except vehicles, may have a C.T.A. decal attached thereto.

5. Vehicles. C.T.A. shall be responsible for providing sufficient vehicles which meet C.P.D. specifications. These vehicles will be used solely by the special detail for so long as this Agreement remains in effect. The C.P.D. shall provide adequate parking for vehicles provided by the C.T.A. and will be responsible for providing fuel, maintenance and repair. In addition, the following shall apply:

- (a) C.T.A. will deliver the vehicles to the C.P.D. upon execution of this Agreement. Titles to the vehicles will be transferred to the City of Chicago no later than ninety (90) days after execution of this Agreement.

- (b) The C.T.A. will promptly replace, without cost to the City of Chicago, those vehicles which may be taken out of service permanently during the term of this Agreement, provided the C.P.D. promptly returns to the C.T.A. title and possession. Title to any replacement vehicles will be transferred to the City of Chicago upon transfer of possession, provided this Agreement has been in effect for ninety (90) days.
- (c) In the event this Agreement is not extended beyond December 31, 1987, the City of Chicago shall transfer to C.T.A. title and possession of all vehicles within sixty (60) days following termination of this Agreement. However, if this Agreement is extended beyond December 31, 1987, but not beyond December 31, 1988, the City of Chicago shall transfer title and possession of only one-half of the vehicles back to the C.T.A. on or before February 28, 1989. Title to the other half of the vehicles shall remain in the City.
- (d) Further, if this Agreement is extended from January 1, 1989 through December 31, 1989, and it remains in effect through December 31, 1989, title to all remaining vehicles shall be vested permanently in the City of Chicago upon expiration of this Agreement. If the extension does not remain in effect through December 31, 1989, title and possession to one-half the vehicles shall be transferred back to the C.T.A. on or before February 28, 1990.

6. Emergencies. Nothing contained herein shall preclude the emergency use of C.T.A. special detail officers or equipment referred to herein in any manner at the direction of the C.P.D.

7. Compensation of C.T.A. Special Detail. The officers on the C.T.A. special details shall be paid wages for their work hereunder at a rate equal to the then- current straight-time rate which they normally would receive for their regular employment with the C.P.D., except in those instances where a retroactive increase or payment of overtime and/or premium pay, if any, is provided for by the C.P.D.'s General and/or Special Orders, or where such payment, if any, is otherwise required by law. The C.P.D. shall establish procedures for the officers to receive their pay for the C.T.A. special detail through the C.P.D.'s payroll system.

8. Reimbursement by C.T.A. Provided that in no event shall C.T.A. reimburse the C.P.D. more than \$5,000,000 per annum, C.T.A. shall be responsible for reimbursing C.P.D. for all wages paid under paragraph 7 herein, including any retroactive increase, premium and/or overtime pay, if any, plus ten percent (10%) of those wages, said ten percent (10%) being deemed to cover:

- (a) Pay for court appearances relating to work on the C.T.A. special detail;
- (b) Pay for time lost and medical benefits paid due to injury while engaged in work as part of a C.T.A. special detail;
- (c) Administrative overhead.

Upon execution of this Agreement, the C.P.D. will submit an invoice to the C.T.A., which shall be promptly paid, for a sum equal to two months wages for the C.T.A. special details. Thereafter on a monthly basis, the C.P.D. will submit an invoice to the C.T.A. for reimbursement of said wages earned plus said percentage. C.T.A. will reimburse the C.P.D. within thirty (30) days of receipt of said invoices, provided that the C.T.A. shall replenish the amount originally advanced so as to maintain at all times a balance as security for payment of wages and costs hereunder, equal to the amount originally advanced. Upon expiration of the agreement, or its earlier termination, for any reason, the C.P.D. shall promptly return to the C.T.A. any excess monies held by the C.P.D. as security for such wages and costs.

9. Labor Guidelines. Under no circumstances shall C.T.A. be considered a party to the collective bargaining agreement between the City of Chicago and the Fraternal Order of Police (F.O.P.). C.T.A. understands that this Agreement is subject to General and/or Special Orders of the C.P.D. governing the Voluntary Special Employment Program, including the provisions relating to officers' compensation. The C.P.D. believes that the officers in the C.T.A. special details are not and shall not be legally entitled to any additional overtime or premium compensation for their work hereunder under any collective bargaining agreement or any federal, state or local law or judicial ruling.

10. Indemnification by C.T.A. Upon receipt of reasonable notice of a claim or suit seeking additional compensation alleged or claimed to be due to any officers employed on the special detail for overtime or premium compensation which in any manner result from, arise out of, or are connected with work performed by these officers on the C.T.A. special details, the C.T.A. shall indemnify and hold harmless the City of Chicago, the C.P.D. and each of their officers, agents and employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including costs of defense and reasonable attorneys' fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, for any additional compensation.

Any liability on the part of C.T.A. for overtime shall not include liquidated damages in excess of actual damages for overtime pay under 29 U.S.C. * 216, which in any manner results from, arises out of, or are connected with work performed on C.T.A. special details. This obligation of the C.T.A., pursuant to this paragraph, to reimburse, indemnify and hold harmless is not limited to the \$5,000,000 per annum referenced in Section 8.

11. Compensation Indemnification Procedures. In such instances where the City of Chicago, the C.P.D. and/or their officers, agents and employees are entitled to be indemnified and held harmless with respect to such overtime or premium compensation claims against them, the parties further agree as follows:

- (a) Such party(ies) shall have a right to counsel.
- (b) In grievance and arbitration proceedings, the Corporation Counsel of the City of Chicago shall act as counsel and direct the defense, or at his option, appoint outside counsel, and in the latter instance, the City of Chicago will be responsible for the payment of attorney's fees, but not the other costs of defense.

- (c) The City of Chicago, with the approval of the C.T.A. which will not be unreasonably withheld, is authorized to settle such grievance and/or arbitration proceedings, and the C.T.A. will be responsible for payment of those settlements. The service of notice of the settlement of any of the aforesaid claims shall be upon the C.T.A. by certified mail, and the failure of the C.T.A. to respond in writing within thirty (30) days from the date of receipt, shall constitute approval of the settlement by the C.T.A.
- (d) Except as otherwise provided above, in all other matters, counsel shall be selected by the C.T.A. in consultation with the Corporation Counsel of the City of Chicago, and the C.T.A. will also direct the defense of the claim in consultation with the Corporation Counsel of the City of Chicago.
- (e) If any claim against the City of Chicago or any of its officers, agents, or employees is made for overtime or premium compensation wherein liquidated damages are sought pursuant to 29 U.S.C. § 216, and where the claim results from, arises out of or is connected with work performed by officers on C.T.A. special details, the Corporation Counsel of the City of Chicago, at the expense of the City of Chicago, may appoint counsel and direct the defense of said claim for liquidated damages. This will not affect the C.T.A.'s obligation to assume the representation and/or defense of claims for actual damages and to pay for settlements or awards based on said claims.

In any instance where the office of the Corporation Counsel of the City of Chicago is designated to defend the claim pursuant to the above provisions, the C.T.A. will assume the costs and expenses of defending the litigation, but will not reimburse the City of Chicago for time spent by the Corporation Counsel's office in defending the claim.

12. Indemnification by City of Chicago. Upon receipt of reasonable notice of a claim or suit, based on the theory of *respondeat superior* for the action of C.P.D. officers while performing duties on the C.T.A. special detail as part of the C.P.D.'s S.E.P., the City of Chicago shall indemnify and hold harmless the C.T.A. and any of its officers, agents, or employees from, for, and against, and agrees to defend same from and against, any and all suits, claims, grievances, damages, costs, expenses, judgments and/or liabilities, including cost of defense and reasonable attorney's fees, and further agrees to pay any settlement entered into or on behalf of, or judgment entered against, the foregoing individuals and/or entities, excluding punitive damages. The City of Chicago shall not assume the representation nor the defense of claims based on any theory other than *respondeat superior*, and shall not pay any settlements or awards based on such claims.

13. *Respondeat Superior* Indemnification Procedures. In such instances where the C.T.A. or any of its officers, agents and employees are entitled to be indemnified, and held harmless with respect to *respondeat superior* claims against them, the parties further agree as follows:

- (a) Such party(ies) shall have a right to counsel.
- (b) Such counsel shall be selected by the Corporation Counsel of the City of Chicago, who will also be responsible for directing the defense of the claim.

The C.T.A., its officers, agents and employees are obligated to cooperate with the City of Chicago during the course of the investigation, administration and/or litigation of any tort or civil rights claim. Failure to cooperate with the City of Chicago during the course of the investigation, administration or litigation of claims extinguishes any obligation of the City of Chicago hereunder to represent and/or defend against the claim or to pay for any settlement or award based on such claim with regard to the C.T.A. and/or the non-cooperating officer, agent or employee.

14. Claims Against Special Detail. The City of Chicago, upon receipt of reasonable notice of a claim or suit, shall be responsible for, hold officers harmless from, and pay for damages or monies which may be adjudged, assessed, or otherwise levied against any officer working on a C.T.A. special detail pursuant to the C.P.D.'s S.E.P., subject to the conditions set forth herein and excluding punitive damages. These officers shall have legal representation by the City of Chicago in any civil cause of action brought against an officer resulting from or arising out of the performance of duties on a C.T.A. special detail. The City of Chicago will provide the protections set forth above so long as the officer is acting within the scope of his/her employment on the C.T.A. special detail and the officer cooperates with the City of Chicago during the course of the investigation, administration and/or litigation of the claim.

The City of Chicago shall not assume the representation and/or defense of any of the aforementioned claims if it is determined by the City of Chicago that the officer alleged to have committed the tortuous act or violation of civil rights was acting outside the scope of his/her employment on the special detail, was not acting in the performance of duties of the special detail, or is deemed to have acted in a wilful and wanton manner, nor shall the City of Chicago pay any settlements or awards based on such claims. The City of Chicago shall have the sole right to determine whether or not the officer was working within the scope of his/her employment or performance of duty on the C.T.A. special detail or acted in a wilful and wanton manner.

15. Consents. Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent, or approval shall not be unreasonably withheld.

16. Notices. Notice to the C.T.A. of pending claims as provided for in Paragraph 10 shall be addressed to:

General Attorney
Chicago Transit Authority
440 Merchandise Mart Plaza
Chicago, Illinois 60654

Notice to the City of Chicago of pending claims as provided for in Paragraphs 12 and 14 shall be addressed to:

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

All notices shall be sent, at a minimum, by first class mail, postage prepaid.

17. No Waivers. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the C.T.A. and City of Chicago as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City of Chicago or the C.T.A. shall not operate or be construed as a waiver of any rights, claims or actions they may have against the other, including but not limited to any claims resulting from the providing of officers to the C.T.A. pursuant to the C.P.D. S.E.P. prior to the execution of this Agreement.

18. Term and Extension. This Agreement shall expire on December 31, 1987. This Agreement may be extended by execution of a written Agreement for extension, or execution of a written Agreement substantially similar to this Agreement. In no event can this Agreement be extended without written consent of the parties, and no extension may arise out of performance of the terms of this Agreement after expiration, if any, the parties agreeing that in such event the performance shall be deemed a mere accommodation in the interest of public safety.

19. Termination. It is the intent of each party to this Agreement that its commitments made hereunder be conditioned upon satisfactory performance of the commitments made by the other party hereto. Each party shall have the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Otherwise, this Agreement may be terminated by either party upon the giving of ninety (90) days written notice. Upon termination of this Agreement, the C.P.D. shall have no obligation to continue to provide officers for, or otherwise administer the special C.T.A. detail provided for herein, or provide any services which were previously performed by those C.T.A. special details.

20. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

22. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and cannot be modified or amended except by mutual written agreement of the parties.

Exhibits:

A. C.P.D. -- Special Employment Proposals

In Witness Whereof, the City of Chicago has caused this Agreement to be signed by its Superintendent of Police, approved by the Mayor of the City of Chicago and the City Council and its seal to be hereto affixed and duly attested by its Clerk, and the Chicago Transit Authority has caused the same to be executed by the Chairman of the Chicago

Transit Board, approved by the Chicago Transit Board and duly attested to by its Secretary as of the date and year first above written.

[Signature forms omitted for printing purposes.]

Exhibit A attached to this agreement reads as follows:

Exhibit A.

C.T.A. Special Employment Proposal -- 1.

C.T.A. Special Employment (15 Year Rate)

Weekdays (256)		Lt.	Sgt.	P. O.
1st Watch	2200-0630		2	18
2nd Watch	0600-1430		2	26
3rd Watch	1400-2230		3	20
Power Watch	1130-2000	1	2	28
		<u>1</u>	<u>9</u>	<u>92</u>

Weekends and Holidays (109)		Lt.	Sgt.	P. O.
1st Watch	2200-0630		1	8
2nd Watch	0600-1430	1	2	18
3rd Watch	1400-2230		2	18
		<u>1</u>	<u>5</u>	<u>44</u>

C.T.A. Special Employment Proposal -- 2.

C.T.A. Special Employment (15 Year Rate)

Weekdays (256)		Lt.	Sgt.	P. O.
1st Watch	2200-0630		2	18
2nd Watch	0600-1430		3	28
3rd Watch	1400-2230		3	22

Power Watch	1130-2000	1	2	28
		<u>1</u>	<u>10</u>	<u>96</u>

Weekends and Holidays (109)		Lt.	Sgt.	P. O.
1st Watch	2200-0630		1	8
2nd Watch	0600-1430	1	2	18
3rd Watch	1400-2230		2	18
		<u>1</u>	<u>5</u>	<u>44</u>

C.T.A. Special Employment Proposal -- 3.

C.T.A. Special Employment (15 Year Rate)

Weekdays (256)		Lt.	Sgt.	P.O.
1st Watch	2200-0630		2	14
2nd Watch	0600-1430		2	24
3rd Watch	1400-2230		3	30
Power Watch	1130-2000	1	2	22
		<u>1</u>	<u>9</u>	<u>90</u>

Weekends and Holidays (109)		Lt.	Sgt.	P.O.
1st Watch	2200-0630		1	10
2nd Watch	0600-1430	1	3	30
3rd Watch	1400-2230		2	20
		<u>1</u>	<u>6</u>	<u>60</u>

C.T.A. Special Employment Proposal -- 4.

C.T.A. Special Employment (15 Year Rate)

Weekdays (256)		Lt.	Sgt.	P.O.
1st Watch	2200-0630		2	18
2nd Watch	0600-1430		2	26
3rd Watch	1400-2230		3	20
Power Watch	1130-2000	1	2	28
		<u>1</u>	<u>9</u>	<u>92</u>

Weekends and Holidays (109)		Lt.	Sgt.	P.O.
1st Watch	2200-0630		1	10
2nd Watch	0600-1430	1	3	30
3rd Watch	1400-2230		2	20
		<u>1</u>	<u>6</u>	<u>60</u>

EXECUTION OF LOAN AND SECURITY AGREEMENT TO
FINANCE ACQUISITION OF PROPERTY LOCATED
AT 413 NORTH CARPENTER STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a loan and security agreement with James L. Flemming and Patricia R. Flemming whereby Community Development Block Grant Funds in the amount of \$100,000 will be loaned to assist in the purchase of property located at 413 North Carpenter Street, whereupon the property will then be leased to A.B.M. Incorporated, for use as an office supply distributorship, and Ansley Management Company, for use as an office machine repair center.

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, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, On July 9, 1985 the City Council of the City adopted an ordinance authorizing the submission of a final statement of objectives and projected use of funds for Community Development Block Grant Entitlement Year XI ("Appropriation Ordinance"); and

WHEREAS, Pursuant to the Appropriation Ordinance, \$2,500,000 was appropriated for the Department of Economic Development ("D.E.D") Business Development Loan Program; and

WHEREAS, Pursuant to D.E.D.'s Business Development Loan Program, the James L. Flemming and Patricia R. Flemming have made application for a loan from the City to purchase approximately 19,000 square feet of property located at 413 North Carpenter Street, Chicago, Illinois, of which they will, through a land trust, lease certain space to A.B.M. Inc., an Illinois corporation for use as an office supply distributorship and lease certain space to Ansley Management Company, an Illinois corporation for use as an office machine repair center ("Project"); after making certain renovations from financial sources other than from the loan to be made hereunder; and

WHEREAS, On November 13, 1986, the Revolving Loan Fund/Joint Venture Screening Committee of the Economic Development Commission of the City approved a Business Development Loan in the amount of One Hundred Thousand Dollars (\$100,000.00) for the purposes aforesaid; and

WHEREAS, The Project will result in the creation of an estimated 14 new permanent job opportunities persons residing in the City within 5 years after completion of the Project; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago ("Commissioner"), is authorized to enter into and execute on behalf of the City of Chicago a Business Development Loan Agreement ("Loan Agreement"), substantially in the form attached hereto and hereby approved, or with such changes therein as may be approved by the Commissioner, his execution thereof to constitute the conclusive evidence of his approval of any and all changes or revisions in the form of the Loan Agreement which may be necessary, proper or useful to effectuate its terms and conditions.

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary, proper or useful to effectuate the terms and conditions of the Loan Agreement.

SECTION 3. The Commissioner is further authorized to require, as a condition precedent to disbursement, that the Borrower and beneficiaries of the Loan, provide all documentation, financial or otherwise, information, assurances, guarantees, security and other items reasonably required for the disbursement and repayment of the proceeds of the loan, and the fulfillment of any requirements under the Loan Agreement.

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

Business Development Loan Agreement attached to this ordinance reads as follows:

Business Development Loan Agreement.

This Agreement is entered into and executed as of the _____ day of _____, 1987 by and between the City of Chicago, Illinois ("Lender" or "City") an Illinois home rule unit and municipal corporation, by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602, and LaSalle National Bank, ("Borrower") an Illinois corporation with principal offices in Chicago, Illinois, not individually but solely as trustee under a trust agreement dated December 24, 1986 and known as Trust No. 111789 ("Trust"), and Ansley Management Company, Inc. ("Ansley"), an Illinois corporation with offices at 413 North Carpenter Street, Chicago, Illinois, the sole beneficiary of the Trust, and A.B.M., Inc., ("A.B.M.") an Illinois corporation with offices at 413 North Carpenter Street, Chicago, Illinois, and James R. Flemming, an individual, and Patricia L. Flemming, an individual (collectively "Guarantors" or "Flemming") both residing at 5N463 Hanson, St. Charles, Illinois. (All of the aforesaid, except the Lender are sometimes referred to herein as the "Obligors").

Whereas, on July 9, 1985 the City Council of the City adopted an ordinance authorizing the submission of a final statement of objectives and projected use of funds for Community Development Block Grant Entitlement Year XI ("Appropriation Ordinance"); and

Whereas, pursuant to the Appropriation Ordinance, \$2,500,000 was appropriated for the Department of Economic Development Business Development Loan Program; and

Whereas, pursuant to D.E.D.'s Business Development Loan Program, the Borrower has made application for a loan from the Lender to purchase approximately 19,000 square feet of property located at 413 North Carpenter Street, Chicago, Illinois, upon which Borrower intends to lease to A.B.M. for use as an office supply distributorship and lease to Ansley for use as a machine repair center ("Project"); after making certain renovations from financial sources other than from the loan to be made hereunder; and

Whereas, on November 13, 1986, the Revolving Loan Fund/Joint Venture Screening Committee of the Economic Development Commission of the City approved a Business Development Loan in the amount of One Hundred Thousand Dollars (\$100,000.00) for the purposes aforesaid; and

Whereas, the Project will result in the creation of an estimated 14 new permanent job opportunities persons residing in the City within 5 years after completion of the Project; and

Whereas, A.B.M. and Ansley will benefit from the loan from the Lender to the Borrower through an expansion of its current operations; and

Whereas, Guarantors have a substantial business interest in the Project and will benefit from the loan from the Lender to the Borrower;

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

Section 1. Incorporation Of Recitals.

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

Section 2. Definitions.

In addition to the words and terms elsewhere defined in this Loan Agreement, the following words and terms used in this Loan Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" shall mean this Loan Agreement, as from time to time amended and supplemented.

"Assignment of Rents and Leases" shall mean the assignment to the Lender of the lease of the Property between A.B.M. and Borrower (or its designate) and between Ansley and Borrower (or its designate) and all other leases and rents, said assignment of even date with this Agreement.

"Collateral" shall mean all security given or to be given to the Lender under Section 4 of this Agreement or pursuant to any of the Loan Documents.

"Equity" shall mean the sum of \$0.

"Flemming" shall mean James R. Flemming and Patricia L. Flemming as Mortgagor under the St. Charles Mortgage and Sycamore Mortgage.

"Guaranty" shall mean those guarantees executed as of the date of this agreement in accordance with Section 4.05 of this Agreement, including but not limited to the Individual Guaranty of James R. Flemming and Patricia L. Flemming, jointly and severally.

"Loan" shall mean the loan to be made by Lender to Borrower pursuant to the terms and conditions of this Agreement.

"Loan Closing" shall mean the date as of which this Agreement is executed, as written at the beginning of page one of this Agreement.

"Loan Documents" shall mean this Agreement, the Mortgage, the Note, the Guaranty, the Assignment of Rents and Leases, Assignment of Beneficial Interest, and the Uniform

Commercial Code Financing Statements, and such other documents as Lender may require pursuant to Section 5 and 7 hereof.

"Mortgage" shall mean the following three mortgages all of even date herewith: (1) That certain Junior Mortgage and Security Agreement made by Borrower unto Lender of the property located at 413 North Carpenter Street, Chicago, Illinois, ("sometimes referred to herein as the "Carpenter Mortgage") (which mortgage position Lender may agree to share with the Senior Lender through an intercreditor agreement) and (2) that certain Junior Mortgage made by Guarantor unto Lender on property located at 5N463 Hanson Street, St. Charles, Illinois, (sometimes referred to herein as the "St. Charles Mortgage") and (3) that certain Junior Mortgage and Security Agreement made by the Guarantor unto the Lender on property located at 521 West State, Sycamore, Illinois (sometimes referred to herein as the "Sycamore Mortgage"); all of the aforesaid of even date with this Agreement.

"Note" shall mean that certain Promissory Note in the principal amount of One Hundred Thousand Dollars (\$100,000.00) made unto to Lender by the Borrower in consideration of the Loan made or to be made pursuant to this Agreement.

"Prime Rate" shall mean the Prime Rate of the Senior Lender or such other lender as is acceptable to the City.

"Project" shall mean the acquisition of the Property, which facility Borrower shall lease to A.B.M. and Ansley as Tenants, and which facility Tenant will lease from Borrower for the operation of an office supply distributorship by A.B.M. and as an office machine repair center by Ansley.

"Property" shall mean the land, building and fixtures located at 413 North Carpenter Street, Chicago, Illinois, and as more particularly described in Exhibit A to the Carpenter Mortgage.

"Senior Lender" shall mean Chrysler First Business Credit Corporation, with principal offices in Chicago, Illinois, or such other lender as shall be acceptable to the City.

"Senior Loan" shall mean the loan of the Senior Lender, in an amount of approximately \$326,000, which amount shall be reduced to \$276,000 on or about the date of the Loan closing, when \$50,000 of the Loan is applied to the principal balance of the promissory note made under the Senior Loan, as described in Section 3 of this Agreement.

Section 3. Loan.

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

3.01 Principal. The principal sum of the Loan shall be One Hundred Thousand Dollars (\$100,000.00).

3.02 Interest. The interest rate shall be seventy-five percent (75%) of the Prime Rate, adjusted quarterly.

3.03 Term. The term of the Loan shall be fifteen (15) years, commencing on the first day of the second month following the Loan Closing.

3.04 Repayment. The loan shall be repaid in 180 monthly installments of Principal and Interest, commencing on the first day of the second month following the Loan Closing, and ending 179 months thereafter, or until the loan is repaid.

3.05 Prepayment. The Loan may be prepaid at any time.

3.06 Purpose. The proceeds of the Loan shall be used by Borrower to reimburse Borrower (as further described below) for acquiring the Property, for use by A.B.M. as an office supply distributorship and by Ansley as an office machine repair center and for no other purpose.

3.07 Application of Loan Proceeds. Borrower shall apply 50% of the Loan proceeds to the prepayment of the promissory note which evidences the Senior Loan made to, in part, acquire the Property, and the remainder as reimbursement the Borrower for its costs in acquiring the Property.

Section 4. Security.

To secure the prompt repayment of the Loan, and to secure the prompt, full and faithful performance by Borrower of the covenants, duties, and obligations contained in this Agreement, Borrower and where applicable Flemming, grant to City, and the Loan shall be secured by a security interest in and to the following property, whether now owned or hereafter acquired, or created plus any and all additions, accessions, replacements, substitutions, and proceeds therefor or thereof:

4.01 Real Estate. Junior mortgages and where applicable security interests on the Property and on the other property, as provided in the Mortgage.

4.02 Other Collateral. All other items of collateral as provided herein, or in any of the other Loan Documents.

4.03 Assignment of Rents and Leases. An assignment of the rents and leases of the Property as provided in the Assignment of Rents and Leases.

4.04 Recording of Security Instruments. Borrower (and where applicable Guarantor, Ansley and/or A.B.M.) shall execute a mortgage and such financing statements and security agreements as Lender may request to assure that Lender's security interest in the Collateral is perfected, which shall be filed, at Borrower's cost, at such locations as Lender may demand, to perfect its security interest in the Collateral.

4.05 Guaranty. The repayment of the Loan shall be guaranteed as follows:

personal guarantees of James R. Flemming and Patricia L. Flemming, jointly and severally.

Section 5. Conditions Precedent To Disbursement Of Loan Proceeds.

The following, some of which may have already been accomplished prior to the date of this Agreement shall be required of Borrower, as conditions precedent to disbursement of loan proceeds:

5.01 Execution of Loan Documents. Borrower shall have executed, and Lender shall have accepted the Loan Documents.

5.02 Equity Commitment. Borrower shall certify that it has on hand or in escrow and immediately available the required Equity.

5.03 Senior Loan. Borrower shall furnish to Lender in a form satisfactory to Lender, evidence that the Senior Loan has been closed, and that the Senior Lender has consented to this Loan.

5.04 Title Policy. Borrower shall furnish the Lender with a Lender's A.L.T.A. Title Policy, for the Property from a Lender-approved title company, insuring the full amount of the loan.

5.05 Insurance. Borrower shall name the City as an additional insured party for any and all insurance that Borrower procures (or causes to be procured) for the Property and shall cause the appropriate parties to name the City as an additional insured party for any and all insurance procured on the mortgaged property as described in the Mortgage. Borrower shall furnish Lender with copies of all insurance policies required hereunder.

5.06 Other Documentation. Borrower shall have delivered (and where appropriate, executed) and Lender shall have accepted all other documentation which Lender may reasonably require.

5.07 Cost. All costs incurred in fulfilling the obligation of this Section 5, shall be borne by the Borrower.

Section 6. Covenants, Warranties And Representations.

Obligors represents covenants, and warrants to City as follows:

6.01 Obligors shall be governed by, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as may be in effect from time to time during the term of this Agreement.

6.02 (a) Obligors are now qualified or licensed to do business in the State of Illinois and in any and all other states in which the laws thereof require Obligors to be so qualified and/or licensed; (b) Obligors have 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 Obligors 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 any instrument or document to which Obligors are now a party or by which it is bound; (d) Borrower or where applicable Flemming has good, indefeasible and merchantable title to and ownership of the Collateral free and clear of all liens, claims,

security interests and encumbrances except those of the City, or as otherwise permitted in this Agreement, and exceptions to title as approved by the City; (e) Obligors are now solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened (except as disclosed in Flemming's application for the Loan); which might result in any material and adverse change of Obligors' financial conditions, or materially affected Obligors' assets or the collateral as of the date of this Agreement; (g) Obligors have and are in good standing with respect to, all government permits, certificates, consents (including, without limitation, appropriate environmental clearances and approvals) and approval necessary to continue to conduct its business, and to own or lease and operate its properties (including but not limited to the Property) as now owned or leased by it; (h) Obligors are not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement relating to the borrowing of monies to which it is a party or by which it is bound; (i) the financial information contained in or given to the Lender in connection with Flemming's application for this Loan, ("Financials") fairly and accurately present the assets, liabilities and financial conditions and results of operations of A.B.M., Ansley and Flemming as of the dates of the Financials; and (j) there has been no material and/or adverse change in the assets, liabilities or financial condition of A.B.M., Ansley and Flemming since the dates of the aforesaid Financials other than as a result of the Loan and the Senior Loan.

6.03 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that the City occupies no less than a second lien position on the collateral referred to in Section 4 of the Agreement unless otherwise agreed to by Lender. Borrower shall furnish the City documents satisfactory to the City which evidence Borrower's compliance with this Paragraph 6.03 prior to disbursement of Loan proceeds.

6.04 Borrower and where applicable Flemming shall not, without the City's prior written consent thereto, which the City may or may not give in its sole discretion, concurrently or hereafter, except as permitted herein, (a) permit, grant or suffer a security interest in any of the Collateral to any person, or permit, grant, or suffer a lien, claim or encumbrance upon any of the Collateral; (b) permit, grant or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction which materially and adversely affects Borrower's ability to repay its obligations and liabilities to Lender, whether primary, secondary, direct, contingent, fixed or otherwise heretofore, now and/or from time to time hereafter owing, due or payable, however created, incurred, acquired or owing and however evidenced.

6.05 Borrower and where applicable, Flemming shall pay promptly when due, all to the changes, taxes, levies, assessments, liens, claims and/or encumbrances of all national, federal, state, county, city municipal, and/or other governmental entity (or any instrumentality, division, agency, body or department thereof), or non-governmental claims or liens relating to the Collateral, ("Charges"). In the event Borrower and where applicable Flemming, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise the City thereof in writing, at which time the City may, without waiving or releasing any obligation or liability of Borrower or Flemming 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 the City deems advisable. All sums so paid by the City and any expenses, including reasonable

attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower or Flemming, as the case may be, to the City. Notwithstanding anything herein to the contrary, Borrower and Flemming may permit or suffer Charges to attach to its assets directly relating to the Mortgaged Property, and may dispute the same without prior payment thereof, provided the Borrower, in good faith shall be contesting said Charges in an appropriate proceeding, and further provided that if said Charges are in excess of \$5,000, Borrower or Flemming shall insure over any such Charges, or give to the City such additional collateral and/or assurances as the City in its reasonable discretion, deems necessary under the circumstances.

6.06 Borrower shall immediately notify City of any and all events or actions which may materially affect Borrower's ability to carry out the Project, conduct its business, or perform any and all of its obligations under this Agreement, the Loan Documents, or any other agreements which relate to this Loan.

6.07 Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally and accepted accounting principles consistently applied, not less frequently than annually, and certified to by the chief executive officer of the Borrower with respect to the Project. Upon request of the Lender, and within 90 days following the close of each fiscal year, Borrower shall provide a copy of the aforesaid annual financial statement(s) to the City. 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 Borrower's financial condition.

6.08 Continuation of Representations and Warranties. All representations and warranties of Obligors, contained in this Agreement shall be true at the time of its execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto, and shall remain true and correct so long as any part of the Loan shall remain outstanding.

Section 7. Inspection And Review.

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

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

7.03 Duration of Inspection Rights. The rights of access and inspection provided in this Section 7 shall continue until the Loan is paid in full and final settlement and conclusion of all matters arising therefrom.

Section 8. Events Of Defaults.

Any of the following events shall constitute an Event of Default under this Agreement:

8.01 If Borrower shall default in the payment of any sum, including principal, interest or other amount, due under the terms of any of the Loan Documents, including without limitation this Agreement, or any other agreement now or at any time hereafter existing between Lender and Borrower, when the same shall become due and payable, and if such default shall continue for ten (10) days following written notice thereof to Borrower from the Lender;

8.02 If Borrower shall default in the performance or observance of any term, covenant, agreement or condition contained in this Agreement;

8.03 If Borrower shall default in the performance or observance of any other term, covenant, agreement or condition required to be performed or observed by Borrower under the terms of any of the Loan Documents, including, without limitation, this Agreement, and any other agreement now, or at any time hereafter existing, between Lender and Borrower and if such default shall continue for twenty (20) days following written notice thereof from Lender;

8.04 If Obligors shall: (i) file a petition seeking relief for itself under Title 11 of the United States Code, as now constituted or hereafter amended, or file an answer consenting to, admitting the material allegations of or otherwise not contraverting, or fail timely to contravert, a petition filed against it seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended; or (ii) file such petition or answer with respect to relief under the provisions of any other now existing or future applicable bankruptcy, insolvency, or other similar law of the United States of America, or any State thereof, or of any other country or jurisdiction providing for the reorganization, winding up or liquidation of corporations or an arrangement, composition, extension or adjustment with creditors;

8.05 If an order for relief shall be entered against the Obligors under Title 11 of the United States Code, as now constituted or hereafter amended, which order is not stayed; or upon the entry of an order, judgment or decree by operation of law or by a court having jurisdiction in the premises which is not stayed adjudging it bankrupt or insolvent under, or ordering relief against it under, or approving as properly filed a petition seeking relief against it under the provisions of any now existing or future applicable bankruptcy, insolvency or other similar law of the United States of America or any State thereof or of any other country or jurisdiction providing for the reorganization, winding up or liquidation of corporations, partnerships or other business associations, or any arrangement, composition, extension or adjustment with creditors, or appointing a receiver, liquidator, assignee, trustee or custodian of the Obligors (including any Guarantor) or of any substantial part of its property, or ordering the reorganization, winding-up, or liquidation of its affairs, or upon the expiration of sixty (60) days after the filing of any involuntary petition against it seeking any other relief specified in Section 8.04, or this Section 8.05, without the petition being dismissed prior to that time;

(f) If Obligors shall make a general assignment for the benefit of creditors; or consent to the appointment of or taking possession by receiver, liquidator, sequestrator, trustee or custodian of Obligors or all or any substantial part of its property; or admit its insolvency or inability to pay its debts generally as such debts become due; or fail generally to pay its debts generally as such debts become due; or take any action (including action by directors or stockholders or partners) looking to the liquidation or dissolution of Borrower or Tenant;

(g) If any action shall be commenced to enforce any lien or encumbrance upon any of the security for the Loan, which lien or encumbrance is either superior or inferior to the interest of the Lender, and such action shall not be dismissed within sixty (60) days after its commencement;

(h) If for any reason any lien or other security interest of Lender under any of the Loan Documents, or any of the security for the Loan, shall be declared unenforceable by a court of competent jurisdiction;

(i) If any representation, warranty, statement, report, or certificate made herein or in any other Loan Document by Obligors heretofore made to Lender shall not be accurate in any material respect as of the date of which same is made, and if same is not rendered accurate as soon as reasonably possible after the date as of which it was made;

(j) If any tax, assessment, levy or other charge or imposition of any taxing body or other governmental authority assessed, levied or imposed upon Borrower or Guarantor or any of the earnings, operations, stock or any property or asset of either of them, shall not be paid when same is due and payable;

(k) If any default shall occur under the terms or conditions of any other indebtedness owing to Lender by Obligors.

Section 9. Remedies.

Upon the occurrence of any Event of Default, unless such Event of Default is subsequently waived in a writing signed by the Commission of D.E.D. of Lender, Lender shall be entitled, at Lender's option, to exercise any one or more of the following rights and remedies:

(a) Lender may (but shall not be obligated to) perform any of the obligations, covenants and/or agreements, or to make any of the payments (including those due to Lender), with respect to which the Event of Default has occurred and any amount incurred or expended by Lender in so doing, plus interest thereon at the rate then payable upon the Loan, shall be secured by all of the security for the Loan and shall be due and payable to Lender upon demand.

(b) Lender may declare the entire principal amount of the Loan, and all other amounts payable under the Loan Documents, to be immediately due and payable, together with accrued interest on such amounts, without further notice to or demand on Borrower. Lender may also declare all said amounts due and payable, with interest as aforesaid, upon

the occurrence of any event or circumstance allowing Lender so to do, pursuant to any provision of the Note or any other Loan Document.

(c) Lender may exercise any or all other remedies available to Lender in law or in equity under the terms of the Loan Documents or otherwise.

(d) The remedies and rights of Lender hereunder are cumulative and are not mutually exclusive. Lender shall be entitled to resort to any one or more or all of said remedies and rights, in any order of priority, neither to the limit or exclusion of any others.

(e) The waiver by Lender of any breach, default or non-compliance by any other party hereto under the terms of this Loan Agreement or any other Loan Document, shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach, default, or non-compliance on the part of such party.

(f) No course of dealing on the part of Lender, or any failure by Lender to exercise, or any delay in its exercising, any right, power or remedy shall operate as a waiver thereof or otherwise prejudice Lender's rights, powers and remedies; nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 10. Jobs.

10.01 Borrower shall use its best efforts to create approximately 14 additional permanent jobs within 60 months after execution of this Agreement.

10.02 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 11. Equal Employment.

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

11.01 Obligor will not discriminate against any employee or applicant for employment on account of race, religion, color, sex, age or physical handicap. Obligor will take affirmative action to ensure that job applicants will be considered for employment and that employees will be treated during employment without regard to race, color, religion, sex, age or physical handicap. 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. Obligor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

11.02 Obligor will in all solicitations of, or advertisements for, employees placed by or on its behalf, state that all qualified job applicants will receive consideration for employment without regard to race, religion, color, sex, age or physical handicap.

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

Section 12. Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the Obligor 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 Obligor other than that expressly created by the making of this Loan.

Section 13. Limitation Of Liability.

Obligor expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Obligor, its successors or assigns for any actions, acts, or omission under, pursuant to, in connection with, or in furtherance of this Agreement.

Section 14. Assignment.

14.01 Obligor may not sell, assign or transfer this Agreement without the prior written consent of Lender.

14.02 Obligor 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 15. Attorney Fees.

If at any time, Lender shall employ counsel to represent Lender in any claim or litigation with respect to or involving Obligors arising out of, or in connection with, any of the transactions contemplated by this Agreement, or in any way relating to any of the Collateral, or to enforce any right of Lender against any person, firm or entity including Obligors arising out of, in connection with, or relating in any way to this Loan Agreement, the Loan Documents or any term, covenant, condition, agreement, warranty or provision therein, or to advise Lender of its rights and responsibilities under any Loan Documents, then all of the reasonable attorneys' fees, costs and expenses arising from such matters and incurred or paid by Lender, shall constitute additional obligations of Borrower and Guarantor to Lender payable upon demand and with interest at the rate then payable upon the Loan.

Section 16. Security Agreement.

This Loan Agreement shall constitute a Security Agreement for all purposes of the Uniform Commercial Code of the State of Illinois. Upon any default under this Loan Agreement or any of the other Loan Documents, or upon the maturity of any of the obligations hereunder or thereunder, by acceleration or otherwise, the Lender shall have, in addition to any rights and remedies under the Loan Documents or pursuant to applicable law, the rights and remedies of a Secured Party under the Illinois Uniform Commercial Code, including the right to dispose of any collateral then held in accordance with the

provisions of said Code. The requirement of reasonable notice shall be met if such notice is given in accordance with the provisions of Section 17.2 hereof.

Section 17. Additional Provisions.

17.01 Time is of the essence of this Agreement.

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

Obligors (except Borrower):

As applicable, to A.B.M., Ansley,
Flemming, and Guarantor addressed
to the full name of the aforesaid as
contained in the definition section,
at 413 N. Carpenter Street
Chicago, Illinois 606____
Attention: President

If to Borrower:

LaSalle National Bank

With copies to:

City of Chicago
c/o Department of Law
City Hall--Room 511
Chicago, Illinois 60602
Attention: Corporation Counsel

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

17.03 Severability. 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.

17.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to the conflicts of law principals of that State.

17.05 Prior Agreements. This Agreement and the other Loan Documents, and any other documents or instruments executed pursuant thereto or contemplated thereby, shall represent the entire, integrated agreement between the parties hereto with respect to construction and equipping of the Project not yet in place, and shall supersede all prior negotiations, representations, or agreements pertaining thereto, either oral or written. This Agreement and any provision hereof shall not be modified, amended, waived or discharged in any manner other than by a written amendment executed by all parties to this Agreement. The Borrower and City may have previously entered into a Commitment Letter regarding the Loan. That Commitment Letter shall terminate upon the execution of this Agreement by Borrower.

17.06 Disclaimer by City. City shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with construction of the Project. City shall not be liable for any debts or claims accruing in favor of any such parties against Borrower or against the Property. None of the Obligors are or shall be an agent of City for any purposes, and City is not a venture partner with any of the Obligors in any manner whatsoever. City shall not be deemed to be in privity of contract with any contractor, subcontractor or provider of services be deemed to create any third party beneficiary status or recognition of same by City unless and until City expressly assumes such status in writing. Approvals granted by City for any manner covered under this Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or if not in writing such approvals shall be solely for the benefit of Borrower.

17.07 Indemnification. To the fullest extent permitted by law, Obligors hereby agree to protect, indemnify, defend and save harmless, City and its officers, agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by City, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim or damage is caused solely by any act, omission or willful malfeasance of City, its officers, agents and authorized employees. This indemnity is not intended to excuse City from performing hereunder. This obligation on the part of Borrower shall survive the closing of the Loan, the repayment thereof and any cancellation of this Agreement.

17.08 Gender and Number. Any word herein which is expressed in the masculine or neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural number shall be deemed, whenever appropriate in the context, to include the singular and the plural.

17.09 Headings. All articles, sections, subsections and other descriptive headings or provisions in this Agreement are inserted for convenience only, and shall not be considered part of this Loan Agreement nor affect the construction or interpretation thereof.

17.10 Effect of Agreement. The submission of this Agreement and the Loan Documents to Borrower for examination does not constitute a commitment or an offer by City to make a commitment to lend money to Borrower; this Agreement shall become effective only upon execution and delivery hereof by City to Borrower.

17.11 Trustee's exculpatory clause [to be inserted].

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

[Signature forms omitted for printing purposes.]

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH
AZTEC METAL POLISHING, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan and security agreement with Aztec Metal Polishing, Inc., whereby Community Development Block Grant Funds in the amount of \$95,900.00 will be loaned to assist in the purchase of inventory for use in the facility located at 253 West Root Street.

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, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

WHEREAS, The United States Department of Housing and Urban Development has made available to the City of Chicago, through the federal Community Development Block Grant Program, a grant in the amount of \$2,500,000 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Aztec Metal Polishing, Inc., an Illinois corporation, has made application to the Department of Economic Development to borrow \$95,900 for purposes of purchasing machinery and equipment; and

WHEREAS, The Economic Development Commission has approved the application of Aztec Metal Polishing, Inc.; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute a Loan and Security Agreement with Aztec Metal Polishing, Inc., pursuant to which the City will loan \$95,900 to Aztec Metal Polishing, Inc., to assist Aztec Metal Polishing, Inc. to expand its metal polishing operation, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

SECTION 3. This ordinance shall be effective from and after 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 Aztec Metal Polishing, Inc. an Illinois corporation with principal offices at 243 West Root, Chicago, Illinois, ("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 through 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, Borrower desires to borrow and Lender desires to lend the sum of Ninety-five Thousand, Nine Hundred and 00/100 Dollars (\$95,900) to provide working capital to be used for the purchase of inventory;

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

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

Section 2. Definitions.

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

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

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

2.04 "Financials" shall mean those financial statements provided to 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.

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

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

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

2.08 "Senior Lender" shall mean Steel City Bank, Chicago, Illinois.

2.09 "Property" shall mean that certain real estate located at 243 West Root, Chicago, Illinois and all buildings, facilities, and structures now existing or hereafter created thereon.

Section 3. Loan.

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

3.01 The principal sum of the Loan shall be \$95,900.00.

3.02 The term of the Loan shall be 10 years.

3.03 The rate of interest charged on the Loan, per annum, shall be seventy- five percent (75%) of that rate of interest charged by the First National Bank of Chicago to its most creditworthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"), payable in equal monthly installments in the amount set forth on Lender statement(s) provided 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 this Agreement is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be due on _____, 19____.

3.04 Repayment of the Loan shall be in 120 equal monthly installments of principal together with interest thereon at the rate set forth in Paragraph 3.03 above. Payments shall be made on or before the first day of the month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower.

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

Section 4. Grant Of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower hereby grants, or causes to be granted, to Lender a security interest in and to all of the following:

4.01 That certain real estate located at 243 West Root, Chicago, Illinois;

4.02 That certain real estate located at 11501 Avenue L, Chicago, Illinois;

4.03 All of Borrower's now-owned or hereafter acquired goods, machinery, equipment, inventory, vehicles, fixtures and other business assets at 243 West Root, Chicago, Illinois, 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.

4.04 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.

4.05 Borrower shall execute such financing statements and security agreements as Lender may request, which statements and agreements shall be recorded at such locations as Lender designates to perfect its security interest in the Collateral.

4.06 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, 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 \$135,990 plus additional amounts actually advanced by the Senior Lender needed to complete the Project or upon Borrower's failure to perform its obligations under the Senior Lender's loan.

4.06 Borrower agrees that Mr. Robert Ramirez and Sylvia Ramirez shall personally, jointly and severally guarantee 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 disbursements of Loan proceeds:

5.01 Borrower shall certify to Lender 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.

5.02 Borrower shall have furnished to Lender duly executed financing statements to be filed at Borrower's expense, by the Lender at such locations as the Lender designates.

5.03 Borrower shall have furnished to Lender 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

business assets in similar businesses. Said policy or policies shall be duly endorsed indentifying the Lender as a loss payee, as its interests appear.

5.04 Personal Guarantee Of Repayment Of The Loan.

5.05 Consent of the Steel City Bank to grant to Lender second secured lien position on the building and on all business assets located at 243 West Root, Chicago, Illinois, and on the building located at 11501 Avenue L, Chicago, Illinois.

Section 6. Warranties, Representations And Covenants.

Borrower warrants and represents and covenants to Lender as follows:

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

6.02 Borrower shall be subject to, obey and adhere to any and all federal, state, and local laws, statutes, ordinances, rules and regulations, and executive orders as are now or may be in effect during the term of the Loan.

6.03 Except as disclosed in the Financials, (a) Borrower now and at all times hereafter, an Illinois corporation, duly organized and existing and in good standing under the laws of the Illinois 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 otherwise permitted under 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.

6.04 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 its compliance with this Paragraph 7.04.

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

6.06 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 \$1,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, 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 Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

6.07 Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied not less frequently than annually, 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 Lender's request, Borrower shall submit to Lender no more frequently than once per calendar quarter, statements of Borrower's employment profile and Borrower's financial

condition prepared in accordance with generally accepted accounting principles consistently applied.

6.08 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. Jobs.

7.01 Borrower shall use its best efforts to retain nine present full-time jobs; and shall use its best efforts to create seven permanent jobs within 36 months after execution of this Agreement.

7.02 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 8. Maintaining Records/Right To Inspect.

8.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and 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.

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

8.03 The rights of access and inspection provided in this Section 8 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 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:

(i) default in the payment of interest on this Note when the same is due in accordance with the terms hereof; or

(ii) default in the payment of the principal of this Note when due in accordance with the terms hereof; or

(iii) default in the performance or observance of any other covenant or agreement of the Borrower contained herein, which default shall remain unremedied for thirty (30) days after written notice thereof shall have been given by the City to the Borrower;

provided, however, if such correction, by its nature, cannot be performed within said 30-day period, then, if the Borrower commences such correction within said 30-day period and diligently pursues such correction, the time period within which such correction must be performed shall end ninety (90) days following the written notice from the Lender; or

(iv) the occurrence of an Event of Default under any of the Security Documents or under any agreement or document relating to the loan of the Senior Lender which default is not timely cured pursuant, to any applicable cure period as set forth in the Security Documents or the Senior Lender Loan;

(v) 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;

(vi) 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;

(vii) Borrower's sale, partial sale, transfer or voluntary disposition of its business;

(viii) 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.

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 Ill. Rev. Stat., Chapter 110, Section 15-101 *et seq.*), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least ten (10) 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 ten (10) 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:

13.01 Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex, handicap 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, handicap 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.

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

13.03 Discrimination as used herein shall be interpreted in accordance with the Constitution and applicable federal laws. 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. Assignment.

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

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

Section 18. Additional Provisions.

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

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

If To Lender:

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

With Copies To:

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

If To Borrower:

Aztec Metal Polishing, Inc.
243 West Root
Chicago, Illinois
Attention: Robert Ramirez

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

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

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

18.05 In all instances where the Lender's consent or approval is required, Lender agrees not to unreasonably, arbitrarily or capriciously withhold such consent or approval.

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

[Signature forms omitted for printing purposes.]

**EXECUTION OF LOAN AND SECURITY AGREEMENT WITH
BABBIT AUTO PARTS CORPORATION.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Economic Development to enter into a loan and security agreement with Babbit Auto Parts Corporation, whereby Community Development Block Grant Funds in the amount of \$150,000.00 will be loaned to assist in the construction of a new facility to be located at 2656 West Chicago 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, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

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

WHEREAS, Babbit Auto Parts Corporation, an Illinois corporation has made application to the Department of Economic Development to borrow \$150,000 for purposes of acquiring land and constructing a new building to be located at 2656 West Chicago Avenue, Chicago, Illinois 60622, which will result, among other things, in the creation of an estimated 12 new permanent jobs and 1 new part-time job opportunity for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Babbit Auto Parts Corporation; 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 Babbit Auto Parts Corporation pursuant to which the City will loan \$150,000 to Babbit Auto Parts Corporation to assist Babbit Auto Parts Corporation in the expansion of its 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 _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois company ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602 and Babbit Auto Parts Corporation, an Illinois corporation, with principal offices at 2833 West Chicago Avenue, Chicago, Illinois 60622 ("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 through the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development in the amount of \$1,500,000; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$150,000 ("Loan") for the purpose of acquiring land and the construction of a new building for 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.

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

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

Borrower's ownership and/or use of any of its assets, and/or Borrower's income and/or gross receipts.

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

2.04 "Financials" shall mean those financial statements provided to 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.

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

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

2.07 "Property" shall mean the real estate located at 2656 West Chicago Avenue, Chicago, Illinois 60622, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.09 "Senior Lender" shall mean Citizens Bank and Trust, 1 South Northwest Highway, Park Ridge, Illinois 60068.

Section 3. Loan.

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

3.01 The principal sum of the Loan shall be \$150,000.

3.02 The term of the Loan shall be 15 years.

3.03 The rate of interest charged on the Loan, per annum, shall be 75% of that rate of interest charged by First National Bank of Chicago as its base commercial loan rate publicly announced, from time to time as its "prime rate" ("Prime Rate"), payable in equal monthly installments in the amount set forth on Lender's 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 this Agreement is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be _____, 1987.

3.04 Repayment of the Loan shall be in 180 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.

3.05 Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes of acquiring land and the construction of a new building to be located at 2656 West Chicago Avenue only.

Section 4. Grant Of Security Interest.

To secure the prompt payment of, and the prompt, full and faithful performance of Borrower's Liabilities to Lender, Borrower hereby grants to Lender a security interest in and to all Borrower's now owned or hereafter acquired:

4.01 The Property, as defined in paragraph 2.07, subordinated to the Senior Lender.

4.02 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.

4.03 Borrower, at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender, plus, in the case of the Property, an A.L.T.A. Lender's Title Policy in the amount of Lender's loan. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

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

4.05 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that

the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$150,000.

4.06 Borrower agrees that Nicholas R. Conforti shall personally guaranty the Loan.

Section 5. Conditions Precedent.

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

5.01 Borrower shall certify to Lender 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.

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

5.03 Borrower shall have furnished to Lender 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 Lender as a loss payee, as its interests appear.

5.04 Personal Guarantee of repayment of the Loan.

5.05 Consent of Senior Lender to D.E.D.'s Loan and Borrower's grant of security interest as security therefor.

5.06 Subordination Agreement of Borrower's officers subordinating their loans to the Loan.

Section 6. Warranties, Representations And Covenants.

Borrower warrants and represents to Lender, as follows:

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

6.02 Borrower shall be governed by, adhere to and obey any and all applicable federal, state and local laws, statutes, ordinances, rules and regulations in effect during the term of the Loan.

6.03 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 Illinois as represented at the beginning of this Agreement, and is 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.

6.04 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 its compliance with this Paragraph 6.04.

6.05 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).

6.06 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 \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

6.07 Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied not less frequently than annually, 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 Lender's request, Borrower shall submit to Lender 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.

6.08 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.

7.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and/or 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.

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

7.03 The rights of access and inspection provided in this Section 7 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.

8.01 Borrower shall use its best efforts to create approximately 12 new full-time permanent jobs and 1 new part-time job within 24 months after execution of this Agreement.

8.02 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 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 due hereunder; (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 10, continuing for a period of 60 days after notice thereof to Borrower; or (h) 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") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 *et seq.*), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if

such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 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:

13.01 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.

13.02 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.

13.03 Discrimination as used herein shall be interpreted in accordance with the Constitution and applicable federal laws. This covenant may be enforced solely by the Lender 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 for any actions under this Agreement.

Section 17. Assignment.

17.01 Borrower may not sell, assign or transferred this Agreement without the prior written consent of Lender.

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

Section 18. Additional Provisions.

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

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

If To Lender:

Department of Economic Development
of the City of Chicago
Room 2800

20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If To Borrower:

Babbit Auto Parts Corporation
2656 West Chicago
Chicago, Illinois 60622
Attention: Nicholas R. Conforti

With Copies To:

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

The parties shall give notice if there are any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

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

18.04 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.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named officer of Babbit Auto Parts Corporation (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as Officer of the Company and as the own free and voluntary act of the Company for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this _____ day of _____,
198__.

Notary Public

My Commission Expires _____

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH
UNIVERSAL SCRAP METALS, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Economic Development to enter into a loan and security agreement with Universal Scrap Metals, Inc., whereby Community Development Block Grant funds in the amount of \$350,000.00 will be loaned to assist in the purchase of an industrial building at 2201 West Fulton Street.

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, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development of the City of Chicago has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of economic development activity in the City; and

WHEREAS, The U.S. Department of Housing and Urban Development has made available to the City of Chicago, through the Federal Community Services 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, Universal Scrap Metals, Inc., has made an application to the Department of Economic Development to borrow \$350,000 for purposes of purchasing land and a building which will result among other things in the creation of an estimated 38 new permanent job opportunities for low and moderate income individuals residing in the City of Chicago; and

WHEREAS, The Economic Development Commission has approved the application of Universal Scrap Metals, Inc.; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Universal Scrap Metals, Inc., pursuant to which the City will loan \$350,000 to Universal Scrap Metals, Inc., to assist the Universal Scrap Metals, Inc. to

expand its operation, which consist of scrap metal wholesaling said Loan and Security Agreement to be substantially in the form attached hereto, with the changes that may be authorized by the Commissioner of Economic Development.

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

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

Loan and Security Agreement attached to this ordinance reads as follows:

Loan and Security Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 1987, by and between the City of Chicago, 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 Universal Scrap Metals, Inc., an Illinois corporation, with principal offices at 1334 West Webster Street, Chicago, Illinois ("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, Borrower desires to borrow and Lender desires to lend the sum of \$350,000 through the Business Development Loan Program, (referred to hereinafter as "Loan") for the purposes of business expansion and for the purchase of new facilities at 2201 West Fulton, Chicago, Illinois.

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

Section 1. The Above Recitals Are Incorporated Herein And Made A Part Hereof By Reference.

Section 2. Definitions.

2.01 "Additional Security" shall mean those assets of any entity or individual, other than Borrower's, now owned or hereafter acquired in which Lender has been granted or will be granted a security interest as security for repayment of the Loan, as set forth in Sections 4.07 and 4.08 of this Agreement.

2.02 "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).

2.03 "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 "Additional Security" or 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.

2.04 "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.

2.05 "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.

2.06 "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.

2.07 "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.

2.08 "Property" shall mean that certain real estate located at 2201 West Fulton, Chicago, Illinois and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.010 "Senior Lender" shall mean Franklin Park Bank, 3044 Rose, Franklin Park, Illinois.

Section 3. Loan.

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

3.01 The principal sum of the Loan shall be \$350,000.

3.02 The term of the Loan shall be 5 years.

3.03 The rate of interest charged on the Loan, per annum, shall be seventy-five percent (75%) of that rate of interest charged by the First National Bank of Chicago to its most creditworthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"). 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 (interest rate adjustment dates). The first such interest adjustment shall be _____, _____. The initial interest rate as provided above shall be _____%.

3.04 The loan shall be paid in 60 monthly installments of principal together with interest on the unpaid balance thereon at the interest rate as provided above on Lender schedule of payments provided to Borrower as amended from time to time. The monthly payments of principal shall be computed as if the principal amount of this loan were to be amortized over a 15 year period. Payments shall be made on or before the 1st day of the month commencing on _____ 1987. The principal and interest shall be recalculated on the interest rate adjustment dates based upon an amortization with the new interest rates so established over the remaining 15 years amortization period. A final balloon installment equal to the entire remaining unpaid balance of principal and accrued interest thereon will be due on _____ 1992.

3.05 To the extent that the Senior Lender extends its financing for a period longer than 5 years, the City agrees to extend the loan after the date that the balloon installment is due, coterminous with the Senior Lender financing, but in no event for any time longer than two additional 5 year periods.

3.06 Borrower expressly agrees that Business Development Loan proceeds shall be used only for the purchase of the "Property".

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 hereby grants, or causes to be granted, to Lender a security interest in and to all of the following:

4.01 The Property; and

4.02 Inventory, raw materials and goods in process; and

4.03 Goods (other than inventory), equipment, machinery, vehicles and fixtures, and other tangible business assets located at the Property 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.

4.04 Borrower at its sole cost and expense, shall keep and maintain the Collateral and shall cause the Additional Security to be 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.

4.05 Borrower shall execute such financing statements and security agreements as Lender may request, which statements and agreements shall be recorded at such locations as the Lender designates to perfect its security interest in the Collateral.

4.06 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 liens and/or security of the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender, except as provided in §§4.07 and 4.08, in an amount not to exceed \$350,000 plus additional amounts actually advanced by the Senior Lender upon Borrower's failure to perform its obligations under the Senior Financing.

4.07 Borrower agrees that it shall cause Barry R. Riback to grant the City of Chicago a second mortgage and security interest subject only to the mortgage of _____ in the amount of \$_____, on that certain parcel of real estate located at 951 Forestway Drive, Glencoe, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

4.08 Borrower agrees that it shall cause Philip L. Zeid to grant the City of Chicago a first mortgage and security interest on that certain parcel of real estate located at 1334 West Webster, Chicago, Illinois. Borrower warrants that said lien will have first priority and will not be subject to any prior lien. The Mortgagor under this 4.07 will be entitled to obtain a release from the lien to be granted by him on the above mentioned premises located at 1334 West Webster, Chicago, Illinois subject to and after the following conditions are met:

- a. There shall be no default under this loan and security agreement or mortgages, notes, guarantees or any other document executed as a result of this transaction, and

- b. Mortgagor shall have entered into a contract for sale of the premises, and
- c. Mortgagor shall have executed a deed conveying the premises to the purchaser pursuant to the said sales contract, and
- d. Additional payment by Borrower, at the closing of the sale, of \$75,000.00 to be applied toward reducing the unpaid balance of the loan, or
- e. At closing of said sale, Borrower shall grant to Lender or shall cause to be granted to Lender, a mortgage or security interest, or both, in tangible assets acceptable to Lender in its sole discretion, appraised at no less than \$150,000.00 ("substitute collateral"), so that Lender will have a first secured position on the substitute collateral subject to no other prior lien.

4.09 Borrower agrees that Barry R. Riback and Philip L. Zeid individually, jointly and severally shall personally guarantee 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:

5.01 Borrower shall certify to Lender 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.

5.02 Borrower shall have furnished to Lender duly executed financing statements to be filed at Borrower's expense, by the Lender at such locations as the Lender designates.

5.03 Borrower shall have furnished to Lender insurance policies indicating that Borrower, at its sole cost and expense, shall keep and maintain the Collateral and shall cause the Additional Security to be 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 business assets in similar businesses. Said policy or policies shall be duly endorsed identifying the Lender as a loss payee, as its interests appear.

5.04 Personal Guarantee of Barry R. Riback and Philip L. Zeid for repayment of the Loan.

5.05 Consent of Senior Lender to D.E.D.'s Loan and Borrower's grant of security interest as security therefor.

5.06 Borrower shall have caused to be granted to Lender duly executed mortgages in the "Additional Security" as provided in §§4.06 and 4.07.

5.07 Borrower shall have provided an opinion of counsel acceptable to the City to the effect that the mortgage granted by Borrower to Lender in the "Property" is a good, proper

and valid mortgage granting the City a security interest in the Property subject only to the lien of the Senior Lender.

5.08 Insurance to Lender of a mortgage title insurance policy covering the property located at 1334 West Webster, Chicago, Illinois showing the Mortgagor of said property to have good fee simple, marketable title to the property, free and clear of all lien and encumbrances and subject only to the general real estate taxes for the year 1986 and 1987, due in 1987 and 1988 respectively, and such other exceptions as are acceptable to Lender. The policy shall include one endorsement insuring Lender against claim or demands on account of labor performed or material furnished to said premises.

Section 6. Conditions Subsequent.

Within _____ following disbursement of loan proceeds, Borrower shall have completed the redevelopment and rehabilitation of the Property to adapt it to its needs and shall have moved its operations to the Property and shall be conducting all of its business activities from the Property, and Borrower shall furnish to Lender copies acceptable to Lender of duly executed waiver of mechanics, vendors and materialmen liens and contractors sworn statement of work completed.

Section 7. Warranties, Representations And Covenants.

Borrower warrants, represents and covenants to Lender as follows:

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

7.02 Borrower shall be subject to, obey and adhere to any and all federal, state, and local laws, statutes, ordinances, rules and regulations, and executive orders as are now or may be in effect during the term of the Loan.

7.03 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 Illinois 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 otherwise permitted under 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.

7.04 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 and a first or second position in the Additional Security as provided in §§4.07 and 4.08. Borrower shall furnish Lender documents satisfactory to Lender which evidence its compliance with this Paragraph 7.04.

7.05 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, or permit a grant of a security interest in, assignment, sale or transfer of any of the Additional Security, except as permitted herein, to any person, or permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Collateral or the Additional Security; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral or the Additional Security; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the Financials).

7.06 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 Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

7.07 Borrower shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied not less frequently than annually, 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 Lender's request, Borrower shall submit to Lender no more frequently than once per calendar quarter, statements of Borrower's employment profile and Borrower's financial condition prepared in accordance with generally accepted accounting principles consistently applied.

7.08 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 hereinafter entered into by Borrower so long as any of Borrower's Liabilities remain unsatisfied.

Section 8. Jobs.

8.01 Borrower shall use its best efforts to retain approximately 15 present full-time jobs; and shall use its best efforts to create approximately 35 new, permanent jobs within 36 months after execution of this Agreement.

8.02 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:

- (i) default in the payment of interest on this Note when the same is due in accordance with the terms hereof; or
- (ii) default in the payment of the principal of this Note when due in accordance with the terms hereof; or
- (iii) default in the performance or observance of the covenants and agreements contained in 4.07; or
- (iv) default in the performance or observance of any conditions or any other covenant or agreement of the Borrower contained, which default shall remain unremedied for thirty (30) days after written notice thereof shall have been given by the City to the Borrower; provided, however, if such correction, by its nature, cannot be performed within said 30-day period, then, if the Borrower commences such correction within said 30-day period and diligently pursues such correction, the time period within which such correction must be performed shall be ninety (90) days following the written notice from the Lender; or

- (v) the occurrence of an Event of Default under any of the Security Documents or under any agreement or document relating to the loan of the Franklin Park Bank, Franklin Park, Illinois ("Senior Lender") which default is not timely cured pursuant to any applicable cure period as set forth in the Security Documents or the Senior Lender Loan;
- (vi) 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;
- (vii) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral and of the Additional Security, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement;
- (viii) Borrower's sale, partial sale, transfer or voluntary disposition of its business;
- (ix) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, 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 of surety of Borrower.

Section 10. Remedies.

10.01 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 of Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 *et seq.*), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least ten (10) 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 ten (10) 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.

10.02 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.

11.01 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.

11.02 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:

13.01 Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex, handicap 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, handicap 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.

13.02 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, handicap or national origin.

13.03 Discrimination as used herein shall be interpreted in accordance with the Constitution and applicable federal laws. 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. Assignment.

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

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

Section 18. Additional Provisions.

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

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

If To Lender:

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

With Copies To:

Office of the Corporation Counsel

Room 511--City Hall
121 North LaSalle Street
Chicago, Illinois 60602

If To Borrower:

Universal Scrap Metals, Inc.
1334 West Webster
Chicago, Illinois
Attention: Barry Riback

Copy To:

Universal Scrap Metals, Inc.
2201 West Fulton
Chicago, Illinois
Attention: Barry Riback

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

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

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

18.05 In all instances where the Lender's consent or approval is required, Lender agrees not to unreasonably, arbitrarily or capriciously withhold such consent or approval.

Section 19: Maintaining Records/Right To Inspect.

19.01 Borrower shall keep and maintain such books, records and other documents as shall be required by Lender and 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.

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

19.03 The rights of access and inspection provided in this Section 7 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.

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.]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named officers of Universal Scrap Metals, Inc. (the "Borrower") personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth:

GIVEN under my hand and Notarial Seal this _____ day of _____ 198

Notary Public

My Commission Expires _____

*AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS, CANCELLATION OF
WATER RATES AND REFUND OF VARIOUS
FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.*

The Committee on Finance to which had been referred September 12, October 6, 27, 30, 31, November 13, December 10 and 18, 1986 and February 3, 1987 sundry proposed ordinances and order transmitted therewith, authorizing the issuance of free permits, license fee exemptions, cancellation of water rates and refund of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

Nays -- None.

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

FREE PERMITS.

*Catholic Bishop Of Chicago/Maternity Of Blessed
Virgin Mary School And Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Bishop of Chicago/Maternity of the Blessed Virgin Mary School and Church (work to be done by the Block Electric Co., Inc., 7107 North Milwaukee Avenue, Chicago 60648) for the installation of a fire alarm box on the premises known as 3647 West North Avenue.

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.

*Claretian Fathers
(Catholic Bishop Of Chicago).*

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 Claretian Fathers (Catholic Bishop of Chicago) (work to be done by J. P. Guardian Electric Company, Inc., 1074 Weldon Lane, Crete, Illinois), for electrical installations on the 7th, 8th, 9th and 10th floors on the premises known as 205 West Monroe Street.

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

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

Eighteenth Street Development Corporation.

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 Eighteenth Street Development Corporation, for removal of two existing water lines to accommodate installation of a new 2-inch water service on the premises known as 1839--1843 South Carpenter Street.

Said building shall be used exclusively for low income housing 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.

Gateway To Learning School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Gateway to Learning School, 4925 North Lincoln Avenue, for fee for running a line from the Gateway to Learning Center to the Chicago Fire Department for fire alarm system on the premises known as 4925 North Lincoln Avenue.

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

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

Hyde Park Union Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Hyde Park Union Church, for the construction of steps at the entrance on East 56th Street and extending approximately twenty-four inches beyond the property line on the premises known as 5600 South Woodlawn Avenue.

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

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

LaRabida 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 LaRabida Children's Hospital and Research Center, East 65th Street at Lake Michigan, for electrical work to repair or correct Code deficiencies on the premises known as LaRabida Children's Hospital and Research Center.

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.

Northeastern Illinois University.

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 Northeastern Illinois University, for electrical installations on the premises known as 5500 North St. Louis Avenue.

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

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

Provident Apostolic 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 Provident Apostolic Church, 7810--7814 South Ashland Avenue, for remodeling on the premises known as 7810--7814 South Ashland Avenue.

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

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

Saint Patrick Church--Parish Cooperative.

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 Patrick Church--Parish Cooperative, 9511 South Commercial Avenue, for interior remodeling and electrical work on the premises known as 9511 South Commercial Avenue.

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

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

Saints Peter And Paul Church And School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saints Peter and Paul Church and School, 9041 South Exchange Avenue, for interior remodeling of both school and church on the premises known as 9041 South Exchange Avenue.

Said building shall be used exclusively for religious and educational purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Saint Monica 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 Saint Monica Church, 5143 North Mont Clare Avenue, for construction of a new church, attached garage and driveway on the premises known as 5143 North Mont Clare Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Homes.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following homes are hereby exempted from payment of the annual license fee provided in Section 136-4, for the current license period 1987:

The Admiral (The Old People's Home of the City of Chicago),
909 West Foster Avenue.

Association of Jewish Blind of Chicago,
3525 West Foster Avenue.

Augustana Center, Lutheran Social Services of Illinois,
7464 North Sheridan Road.

Bethany Methodist Home,
4950 North Ashland Avenue.

Bohemian Home for the Aged,
5061 North Pulaski Road.

Casa Central,
1401 North California Avenue.

Church Home,
5445 South Ingleside Avenue.

Covenant Home of Chicago,
2725 West Foster Avenue.

Danish Home,
5656 North Newcastle Avenue.

Grace Convalescent Home,
2800 West Grace Street.

Jewish Peoples Convalescent Home,
6512 North California Avenue.

Little Sisters of the Poor,
2325 North Lakewood Avenue.

Misericordia Heart of Mercy,
6300 North Ridge Avenue.

Northwest Home for the Aged,
6300 North California Avenue.

Norwegian Lutheran Bethesda Home Association,
2833 North Nordica Avenue.

Norwood Park Home,
6016 North Nina Avenue.

St. Mary's Square Living Center of Chicago, Inc.,
7270 South South Shore Drive.

St. Paul's House,
3831 North Mozart Street.

Selfhelp Home for the Aged, Inc.,
908 West Argyle Street.

United Methodist Homes and Services,
1415 West Foster Avenue.

Warren N. Barr Pavilion,
Illinois Masonic Medical Center,
86 West Oak Street.

Washington and Jane Smith Home, Inc.,
2340 West 113th Street.

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

CANCELLATION OF EXISTING WATER RATE.

Moody Institute.

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

SECTION 1. Pursuant to Section 184-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rate in the total amount of \$418.29, assessed against the Moody Institute, 1610--1630 North Clark Street.

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

REFUND OF FEE.

Kingdom Baptist Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$115.00 to the Kingdom Baptist Church, 301 North Central Avenue, representing payment of Warrant No. P1-600647 Fund 100 Boiler Inspection for the 1986 year.

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

The Committee on Finance to which had been referred on February 3, 1987, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institutions, as follows:

Name and Address	Warrant Number and Type of Inspection	Amount
Action Community Coalition Child Care Center, 5221 West North Avenue	F4-622031 (Mech. Vent.)	\$19.00
Cook County Hospital Governing Commission, 1900 West Polk Street	D4-695287 (Sign)	110.00
Copernicus Foundation 5216 West Lawrence Avenue	B3-603112	34.00
	B3-603113	34.00
	B3-603114	34.00
	(Pub. Place of Assemb.)	
	C2-638236 (Refrig.)	60.00
Virginia Frank Child Development Center, 3033 West Touhy Avenue	F4-631632 (Mech. Vent.)	19.00
Northwestern Memorial Hospital (sundry locations)	B1-619370 (Bldg.)	23.00
	B2-660461 (Canopy)	23.00
	B3-602959	34.00
	B3-602958	34.00
	(Pub. Place of Assemb.)	
	P1-604375 (Fuel Burn. Equip.)	131.00
Northwestern University (sundry locations)	A1-605047	245.00
	A1-605127	159.00
	A1-605129	165.00
	A1-605185 (Elev.)	150.00

Name and Address	Warrant Number and Type of Inspection	Amount
	B1-611842	\$80.50
	B1-612094	23.00
	B1-617135	207.00
	B1-620205	46.00
	B1-620734 (Bldg.)	368.00
	B3-603191 (Pub. Place of Assemb.)	34.00
	R1-614027 (Drwy.)	50.00
	B2-660311 (Canopy)	102.00
Moody Memorial Church 1609 North LaSalle Street	P1-607369 (Fuel Burn. Equip.)	129.00.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL
LICENSE FEES FOR SPECIAL POLICEMEN
EMPLOYED BY CERTAIN NOT-FOR-
PROFIT INSTITUTIONS.

The Committee on Finance to which had been referred (February 3, 1987), sundry proposed ordinances transmitted therewith, authorizing a reduction in the annual license fee required for special policemen employed by specified not-for-profit institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

Nays -- None.

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

Mercy Hospital And Medical Center.

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

SECTION 1. Pursuant to Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs thirty-five Special Police and shall pay a fee of \$10.00 per license for the year 1987:

Mercy Hospital and Medical Center
Stevenson Expressway at King Drive.

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

Northwestern Memorial Hospital.

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

SECTION 1. Pursuant to Section 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs twenty-five Special Police and shall pay a fee of \$10.00 per license for the year 1987:

Northwestern Memorial Hospital
Superior Street and Fairbanks Court.

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

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY
LIGHTS AT SPECIFIED LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an "alley light" at the rear of 1776 West Winnemac Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an "alley light" at the rear of 6657 West Gregory Street.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Streeter, Kellam, Sheahan, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Bitoy, Banks, Giles, Cullerton, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

Nays -- None.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 39454 through 39463 of this Journal.]

and

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

[Third party order printed on pages 39464 through 39466 of this Journal.]

**Action Deferred -- ISSUANCE AND SALE OF MULTI-FAMILY
HOUSING REVENUE REFUNDING BONDS FOR
PRESIDENTIAL TOWERS PROJECT.**

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

(Continued on page 39467)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABBATE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/03/86	76.50
ABRASEVIC	POLICE OFFICER	THIRTEENTH DISTRICT	6/14/86	61.00
ADAMS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/09/86	1571.00
ADAMS	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/85	25.00
ADAMS JR	POLICE OFFICER	FIFTEENTH DISTRICT	6/11/86	129.70
ALDIRI A	POLICE OFFICER	FOURTH DISTRICT	7/13/86	203.50
ALFORD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/19/86	120.00
ALM	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/19/85	514.00
ALVARADO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	7/26/85	40.00
ALVIANI	POLICE OFFICER	FOURTEENTH DISTRICT	3/13/86	26.00
AMARI JR	POLICE OFFICER	FOURTH DISTRICT	3/22/86	210.00
AMBEIZ	POLICE OFFICER	ELEVENTH DISTRICT	3/15/86	40.00
ANDERSON	POLICE OFFICER	RECRUIT TRAINING	8/11/86	25.75
ANDERSON	POLICE OFFICER	ELEVENTH DISTRICT	6/09/86	128.00
ANDREWS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	5/31/86	14.00
ARNOLD	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/11/86	55238.48
AUGUST	POLICE OFFICER	SEVENTH DISTRICT	6/14/86	50.00
AYERS	POLICE OFFICER	FIFTH DISTRICT	3/30/86	370.00
BAIO	POLICE OFFICER	FIFTH DISTRICT	8/08/86	105.72
BAKER	POLICE OFFICER	ELEVENTH DISTRICT	6/09/86	461.00
BANASH	POLICE OFFICER	ELEVENTH DISTRICT	3/31/81	489.00
BANASZKIEWICZ	POLICE OFFICER	TENTH DISTRICT	1/17/86	50.00
BATKA	POLICE OFFICER	FIFTEENTH DISTRICT	9/04/85	877.00
BATTLE	POLICE OFFICER	SECOND DISTRICT	5/30/85	145.00
BERRY	POLICE OFFICER	FOURTH DISTRICT	5/09/81	30.00
BEVAN	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/85	450.00
BOSKY	POLICE OFFICER	FIRST DISTRICT	8/26/78	160.00
BOWDEN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	11/30/84	643.15
BRADSHAW	POLICE OFFICER	SEVENTH DISTRICT	6/21/86	139.70
BRODERDORF	POLICE OFFICER	EIGHTH DISTRICT	5/28/86	862.00
BROGAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/11/86	120.00
BRUGER	POLICE OFFICER	SIXTEENTH DISTRICT	3/04/85	196.00
BRUMFIELD	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/29/86	504.00
BRUNKELLA	POLICE OFFICER	SIXTEENTH DISTRICT	8/11/86	66.00
BRYANT	POLICE OFFICER	THIRTEENTH DISTRICT	6/10/86	352.00
BURKART	POLICE OFFICER	CRIME LABORATORY DIVISION	5/04/86	272.00
BURKART	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/22/86	26303.20
BURKART	POLICE OFFICER	CANINE UNIT	6/07/86	972.00
BURKART	POLICE OFFICER	EIGHTH DISTRICT	7/04/86	565.00
BURKART	POLICE OFFICER	YOUTH DIVISION AREA SIX	5/12/86	574.70
BURKART	POLICE OFFICER	NINTH DISTRICT	8/09/86	44.00
BURKART	POLICE OFFICER	SECOND DISTRICT	10/09/70	49.95
BURKART	POLICE OFFICER	FIFTEENTH DISTRICT	6/12/85	105.00
BURKART	POLICE OFFICER	FIFTEENTH DISTRICT	8/28/86	85.80
BUTZEN	POLICE OFFICER	FIFTEENTH DISTRICT	9/05/86	174.00
BUTZEN	POLICE OFFICER	NINETEENTH DISTRICT	7/07/86	60.00
BUZEK	POLICE OFFICER	SIXTEENTH DISTRICT	7/18/85	205.00
CALDERONE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/23/85	58.00
CAFFITELLI	POLICE OFFICER	ELEVENTH DISTRICT	7/20/86	45.00
CARLI				

2/11/87

REPORTS OF COMMITTEES

39455

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CARR	PHILLIP	POLICE OFFICER	6/27/86	240.00
CARSTELLANO	EDWARD B	POLICE OFFICER	8/12/86	432.70
CEJA	MICHAEL J	POLICE OFFICER	6/18/86	1855.50
CELOVSKY	JOSEPH R	POLICE OFFICER	3/20/86	208.00
CEPHAS	JAMES H	POLICE OFFICER	4/17/86	97.50
CHAMBLISS	CHARLES	POLICE OFFICER	5/19/86	38.00
CHORVATH	KENNETH	POLICE OFFICER	7/13/86	318.00
CIANGI	LEONARD F	POLICE OFFICER	9/23/86	251.25
CLANCY	GERARD	POLICE OFFICER	6/22/86	4913.00
CLEMONS	HOSIE L	POLICE OFFICER	12/26/86	175.00
CLOONAN	JAMES	POLICE OFFICER	9/02/85	41.00
COLEMAN	RONALD	POLICE OFFICER	8/12/86	345.75
COLUCCI	ROCCO	POLICE OFFICER	8/26/86	150.00
COLVIN	PATRICK	POLICE OFFICER	3/18/86	3481.00
CONNER	PATRICK M	POLICE OFFICER	4/25/86	81.00
CONONE	RALPH	POLICE OFFICER	7/19/86	180.00
COREY	LAWRENCE	POLICE OFFICER	9/27/86	94.00
CORFIELD	KURT T	POLICE OFFICER	7/21/86	35.00
CORTEZ	MARSHALL JR	POLICE OFFICER	8/07/86	205.90
COSTANZO	RALPH JR.	POLICE OFFICER	6/30/86	125.00
CREDDON	JOHN F	POLICE OFFICER	3/03/85	1295.00
CROSSLEY	HOSEA H	POLICE OFFICER	9/03/85	45.00
CUNNINGHAM	EDWARD	POLICE OFFICER	6/21/86	34.75
CUNNINGHAM	MICHAEL F	POLICE OFFICER	9/08/85	24.00
DAGOSTINO	JAMES	POLICE OFFICER	6/24/86	6401.35
DAHLBERG	GERALD	POLICE OFFICER	9/14/83	50.00
DALTO	ALYCE M	POLICE OFFICER	2/24/85	35.00
DARCY	CHRISTINA M	POLICE OFFICER	8/05/86	936.00
DAVIS	HENRY JR	POLICE OFFICER	6/23/86	579.55
DAVIS	SIDNEY	POLICE OFFICER	6/18/86	32.00
DEFELICE	RICHARD J	POLICE OFFICER	5/15/86	11.00
DEGNAN	DAVID	POLICE OFFICER	8/23/85	726.00
DELUCA	SALVATORE	POLICE OFFICER	9/14/85	14.00
DEPILLARS	LILLIAN I	POLICE OFFICER	6/28/85	668.00
DIAZ	JOSEPH	POLICE OFFICER	9/30/86	202.00
DIX III	LAWRENCE	POLICE OFFICER	8/05/86	12.75
DIXON	CONNIE H	POLICE OFFICER	8/23/86	245.00
DOMBROWSKI	LEONARD F	POLICE OFFICER	4/01/86	100.00
UKAPIEWSKI	JOHN F	POLICE OFFICER	4/30/86	20.00
DUCKHORN	PATRICK	POLICE OFFICER	6/27/86	865.00
DVORAK	ROBERT	POLICE OFFICER	5/30/86	25.00
EAGLIN	PAUL R	POLICE OFFICER	4/10/86	2580.50
EGAN	MICHAEL P	POLICE OFFICER	11/02/83	175.00
ELAM	ROBERT	POLICE OFFICER	2/05/86	49.00
ELLERSON	BRENDA F	POLICE OFFICER	5/19/86	3.00
ELMER	ROGER A	POLICE OFFICER	7/08/85	55.00
ERKIN	ROBERT E	POLICE OFFICER	8/11/86	105.00
FABINO	TERRENCE E	POLICE OFFICER	7/17/86	408.00
FELDMAN	MARSHA	POLICE OFFICER	8/20/86	198.25

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FELIX	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	7/29/86	125.75
FERET	POLICE OFFICER	CANINE UNIT	8/18/86	184.50
FINE	POLICE OFFICER	FIFTH DISTRICT	8/10/86	165.75
FINOCCHIO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/03/85	35.00
FLANNERY	POLICE OFFICER	FIFTEENTH DISTRICT	7/01/86	203.20
FLETCHER	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/05/86	110.00
FLORES	POLICE OFFICER	ENFORCEMENT SECTION	7/15/86	120.00
FLORES	POLICE OFFICER	ELEVENTH DISTRICT	7/02/86	283.00
FRANCIS-WICKLAND	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/14/85	242.00
FRENCH	POLICE OFFICER	SIXTEENTH DISTRICT	4/13/86	3030.75
FRENCH	POLICE OFFICER	SECOND DISTRICT	8/19/86	167.00
FROST	POLICE OFFICER	RECRUIT TRAINING	8/07/86	56.00
FROST	POLICE OFFICER	TRAINING DIVISION	10/17/85	2453.00
FULLER	POLICE OFFICER	EIGHTEENTH DISTRICT	3/11/86	366.00
GAHAGAN	POLICE OFFICER	CRIME LABORATORY DIVISION	9/16/86	77.00
GALBRETH-MODICA	POLICE OFFICER	NINETEENTH DISTRICT	12/13/84	50.00
GAMBOA	POLICE OFFICER	TWELFTH DISTRICT	7/11/83	314.00
GARCIA	POLICE OFFICER	SEVENTH DISTRICT	11/23/85	47.00
GARDNER	POLICE OFFICER	BOMB AND ARSON SECTION	6/28/86	341.00
GARTH	POLICE OFFICER	THIRD DISTRICT	6/23/84	50.00
GASKI	POLICE OFFICER	NINETEENTH DISTRICT	2/06/86	875.00
GATZ	POLICE OFFICER	TENTH DISTRICT	9/09/86	52.00
GAUDIO	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	9/05/86	60.00
GENOVESE	POLICE OFFICER	THIRTEENTH DISTRICT	6/10/86	922.00
GINKEL	POLICE OFFICER	EIGHTH DISTRICT	7/07/86	89.00
GLYNN	POLICE OFFICER	EIGHTH DISTRICT	10/24/84	13.00
GODINEZ	POLICE OFFICER	TWELFTH DISTRICT	6/24/86	302.00
GOODSON	POLICE OFFICER	NINETEENTH DISTRICT	9/07/86	141.00
GORNIAK	POLICE OFFICER	MOUNTED UNIT	6/15/86	70.00
GORSKI	POLICE OFFICER	FOURTEENTH DISTRICT	9/01/86	145.00
GOYTIA	POLICE OFFICER	FOURTEENTH DISTRICT	2/15/86	196.00
GRABINGER	POLICE OFFICER	FOURTEENTH DISTRICT	5/17/85	175.00
GRAF	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/11/86	93.70
GRAFFIS	POLICE OFFICER	SIXTH DISTRICT	7/25/86	213.75
GRASSER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/04/86	172.15
GREENWICH	POLICE OFFICER	FOURTEENTH DISTRICT	12/26/82	488.00
GRUBBS	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/19/86	100.00
GRUBER	POLICE OFFICER	THIRD DISTRICT	4/08/86	322.00
GUERRA	POLICE OFFICER	THIRTEENTH DISTRICT	9/28/86	133.00
GUINAN	POLICE OFFICER	EIGHTEENTH DISTRICT	1/10/85	126.75
GURTATOWSKI	POLICE OFFICER	FOURTH DISTRICT	8/29/86	83.80
HARRIS	POLICE OFFICER	TWENTIETH DISTRICT	11/17/85	417.50
HARRIS	POLICE OFFICER	THIRD DISTRICT	6/11/86	481.00
HARRIS JR	POLICE OFFICER	FIFTH DISTRICT	4/17/86	252.00
HATZEL	POLICE OFFICER	NINETEENTH DISTRICT	6/26/86	332.70
HEIDEMANN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/05/86	1257.40
HENEHAN	POLICE OFFICER	EIGHTH DISTRICT	6/18/86	137.00
HICKEY	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/14/86	99.55
HIGGINS	POLICE OFFICER	THIRTEENTH DISTRICT	6/17/86	30.00

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JACKSON	POLICE OFFICER	RECRUIT TRAINING	1/24/86	1552.00
JACKSON SR	POLICE OFFICER	THIRD DISTRICT	8/18/85	35.00
JANNICK	POLICE OFFICER	THIRTEENTH DISTRICT	9/16/85	1900.00
JARMUSZ	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/20/85	30.00
JENKINS	POLICE OFFICER	THIRD DISTRICT	4/30/86	47.00
JENKINS	POLICE OFFICER	THIRD DISTRICT	9/28/86	17.70
JOHNSON	POLICE OFFICER	RECRUIT TRAINING	8/01/86	142.75
JUSINO	POLICE OFFICER	THIRTEENTH DISTRICT	7/10/86	172.85
KALAS	POLICE OFFICER	SIXTEENTH DISTRICT	8/11/86	121.00
KARAVIOTOU	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/86	24.00
KELLY	POLICE OFFICER	EIGHTH DISTRICT	8/03/86	78.00
KIEDUK	POLICE OFFICER	FOURTEENTH DISTRICT	3/26/86	700.60
KIERAS	POLICE OFFICER	CHARE SECURITY	6/13/83	719.40
KING	POLICE OFFICER	ELEVENTH DISTRICT	4/08/86	20.00
KIBELUS	POLICE OFFICER	TWELFTH DISTRICT	3/23/85	144.00
KLARK	POLICE OFFICER	TRAFFIC COURT SECTION	12/20/83	788.24
KUHN	POLICE OFFICER	NINETEENTH DISTRICT	7/05/86	611.50
KUMIEDA	POLICE OFFICER	THIRD DISTRICT	1/16/86	221.00
LARSON	POLICE OFFICER	THIRTEENTH DISTRICT	11/20/85	1500.75
LAU	POLICE OFFICER	SEVENTH DISTRICT	8/06/86	90.00
LAVORATA	POLICE OFFICER	SEVENTY-FIFTH DISTRICT	8/01/86	565.00
LESNIEWSKI	POLICE OFFICER	SEVENTH DISTRICT	8/19/86	303.00
LEWIS	POLICE OFFICER	FOURTEENTH DISTRICT	2/17/86	540.00
LIGURDIS	POLICE OFFICER	ENFORCEMENT SECTION	7/16/83	249.00
LILLY	POLICE OFFICER	SIXTH DISTRICT	8/19/86	302.10
LINN	POLICE OFFICER	SEVENTEENTH DISTRICT	8/21/86	167.00
LOV	POLICE OFFICER	YOUTH DIVISION AREA FOUR	8/28/86	85.00
LUCAS	POLICE OFFICER	TWENTIETH DISTRICT	6/04/86	40.00
LYNCH	POLICE OFFICER	FIFTH DISTRICT	8/04/86	99.51
LYNN	POLICE OFFICER	FIFTEENTH DISTRICT	9/26/86	100.00
MALACHESIN	POLICE OFFICER	SEVENTH DISTRICT	8/23/86	110.00
MALCOTTE	SERGEANT	THIRTEENTH DISTRICT	11/22/84	1254.00
MALES	POLICE OFFICER	ELEVENTH DISTRICT	8/22/86	271.75
MAKOWSKI	POLICE OFFICER	FOURTH DISTRICT	4/14/89	271.70
MALLON	POLICE OFFICER	NINTH DISTRICT	4/14/86	80.00
MALONEY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/14/86	424.00
MALONEY	POLICE OFFICER	ENFORCEMENT SECTION	8/08/86	660.25
MANNING	POLICE OFFICER	FOURTH DISTRICT	5/04/83	160.00
MANUEL	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	4/30/86	65.00
MAKAS	POLICE OFFICER	NINTH DISTRICT	10/28/77	250.00
MARBACK	POLICE OFFICER	EIGHTH DISTRICT	6/21/86	44.00
MARCHEWSKI	POLICE OFFICER	ELEVENTH DISTRICT	5/08/86	519.00
MARCUS	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/10/86	64.50
MARKS	POLICE OFFICER	NINETEENTH DISTRICT	6/21/86	73.50
MARTINEZ	POLICE OFFICER	RECRUIT TRAINING	7/02/86	457.00
MARTINEZ	POLICE OFFICER	TWENTIETH DISTRICT	8/11/86	144.15
MATKOWSKYJ	POLICE OFFICER	SEVENTEENTH DISTRICT	5/13/86	35.00
MAY	POLICE OFFICER	TENTH DISTRICT	9/03/86	78.40
			4/16/86	211.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MAZUR	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/85	120.00
MAZUR	POLICE OFFICER	EIGHTEENTH DISTRICT	9/10/85	35.00
MCCARTHY	POLICE OFFICER	SIXTH DISTRICT	11/27/84	16.00
MCNIELS	POLICE OFFICER	SEVENTH DISTRICT	5/19/86	38.00
MCGRATH	POLICE OFFICER	NINTH DISTRICT	6/21/85	505.00
MCKENNA	POLICE OFFICER	OHARE LAW ENFORCEMENT	2/06/86	35.00
MCKINLEY	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	8/19/86	684.80
MCLAUGHLIN	POLICE OFFICER	SECOND DISTRICT	6/18/86	235.00
MELONE	POLICE OFFICER	NINTH DISTRICT	4/13/86	58.00
MESBINA	POLICE OFFICER	FOURTEENTH DISTRICT	9/30/85	17.00
MEZIERE	POLICE OFFICER	FIFTEENTH DISTRICT	8/06/86	541.95
MICKELBOROUGH	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	3/24/82	95.00
MILLER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/13/86	145.75
MINET	POLICE OFFICER	EIGHTH DISTRICT	8/09/86	109.00
MINNICK	POLICE OFFICER	EIGHTH DISTRICT	12/28/85	30.00
MINDQUE	POLICE OFFICER	THIRD DISTRICT	11/24/85	36.00
MITCHELL	POLICE OFFICER	FIFTH DISTRICT	4/30/86	278.00
MITCHELL	POLICE OFFICER	FOURTH DISTRICT	1/22/86	65.00
MITHEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/25/86	199.00
MITSUUCHI	POLICE OFFICER	FOURTEENTH DISTRICT	7/10/83	170.00
MONTEDORE	POLICE OFFICER	FIFTEENTH DISTRICT	11/14/85	40.00
MONTEDORE	POLICE OFFICER	FIFTEENTH DISTRICT	6/04/86	72.00
MOONAN	POLICE OFFICER	EIGHTH DISTRICT	7/14/86	491.00
MOORE	POLICE OFFICER	RECRUIT TRAINING	9/20/85	54.00
MOORE	POLICE OFFICER	NINTH DISTRICT	5/03/86	607.92
MOORE	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/07/86	645.00
MOORE JR	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/13/86	48.00
MORAHAN	POLICE OFFICER	NINETEENTH DISTRICT	3/30/86	75.00
MORICI	POLICE OFFICER	MOUNTED UNIT	8/02/86	234.80
MORTIMORE	POLICE OFFICER	RECRUIT TRAINING	8/25/86	344.65
MURPHY	POLICE OFFICER	EIGHTH DISTRICT	8/01/86	65.00
MURPHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/86	5983.07
MYERS	POLICE OFFICER	THIRTEENTH DISTRICT	6/13/86	30.00
NEAL	POLICE OFFICER	FIFTH DISTRICT	8/17/86	87.00
NEWIK	POLICE OFFICER	FIFTEENTH DISTRICT	6/14/86	6885.07
NOHLIN	POLICE OFFICER	ELEVENTH DISTRICT	6/08/86	176.00
NYKAZA	POLICE OFFICER	NINETEENTH DISTRICT	4/27/86	135.00
OBRIEN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/16/86	775.85
ODONNELL	POLICE OFFICER	EIGHTEENTH DISTRICT	7/24/85	100.00
OMALLEY	POLICE OFFICER	FIFTEENTH DISTRICT	3/19/86	597.50
OPASINEKY	POLICE OFFICER	ENFORCEMENT SECTION	8/17/85	625.00
ORTIZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/15/86	100.00
PANAGAS	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/31/86	28.50
PARKER	POLICE OFFICER	FOURTH DISTRICT	3/29/86	2437.50
PATTERSON	POLICE OFFICER	RECRUIT TRAINING	8/09/86	90.00
PECA	POLICE OFFICER	INTELLIGENCE SECTION	1/28/86	551.00
PECHULIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/03/86	98.10
PERRY	POLICE OFFICER	FIRST DISTRICT	9/14/86	137.00
PERRY	POLICE OFFICER	FIFTEENTH DISTRICT	12/30/85	50.00

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CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PERUSICH-GROELLER	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/21/85	480.00
FERRS	POLICE OFFICER	ELEVENTH DISTRICT	8/14/86	63.50
FETRIZZI	POLICE OFFICER	IDENTIFICATION SECTION	11/16/83	427.50
FIETRZAK	POLICE OFFICER	SEVENTH DISTRICT	5/26/86	32.00
FISANO	POLICE OFFICER	NINTH DISTRICT	11/27/85	915.00
FOSILOVICH	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	10/03/85	91.00
FOTURALKSKI	POLICE OFFICER	FOURTH DISTRICT	7/04/85	265.00
FBICHALINDS	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/08/86	517.00
QUINN	POLICE OFFICER	NINTH DISTRICT	8/03/85	10.00
KATNEY	POLICE OFFICER	SEVENTH DISTRICT	12/09/87	175.00
REYES	POLICE OFFICER	TENTH DISTRICT	4/06/82	193.00
KINKUS	POLICE OFFICER	FIRST DISTRICT	8/28/85	396.00
ROBERTS JR	POLICE OFFICER	SECOND DISTRICT	9/03/86	44.00
ROBINSON	POLICE OFFICER	FIRST DISTRICT	5/03/86	150.00
ROSAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/28/86	75.00
ROURKE	POLICE OFFICER	TENTH DISTRICT	5/01/86	47.00
ROYSTER	POLICE OFFICER	SIXTH DISTRICT	10/23/87	2522.55
RUIZ	POLICE OFFICER	TWENTIETH DISTRICT	9/28/84	185.00
RUSZKOWSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/29/86	60.00
RYAN	POLICE OFFICER	FIRST DISTRICT	4/18/86	70.00
RYAN	POLICE OFFICER	FIRST DISTRICT	9/15/86	58.00
SACCO	POLICE OFFICER	THIRTEENTH DISTRICT	12/27/85	50.00
SALMASSI	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/26/85	355.00
SALVI	POLICE OFFICER	TWENTIETH DISTRICT	12/15/85	2050.00
SARFALIUS	POLICE OFFICER	YOUTH DIVISION AREA FIVE	8/29/86	89.50
SARTORI	POLICE OFFICER	ELEVENTH DISTRICT	8/29/86	115.00
SASSO	POLICE OFFICER	SIXTH DISTRICT	7/09/86	267.25
SCALA	POLICE OFFICER	EIGHTEENTH DISTRICT	9/03/86	239.10
SCALISE	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/25/86	154.25
SCHMIDT	POLICE OFFICER	FOURTEENTH DISTRICT	7/25/86	347.00
SCHMIDT	POLICE OFFICER	SEVENTH DISTRICT	7/24/86	100.00
SCHMITT	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	3/13/86	110.00
SCHMITZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/15/86	1255.00
SCHUCK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/11/86	137.00
SCHULD	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/30/85	55.00
SCOTT	POLICE OFFICER	ELEVENTH DISTRICT	12/13/81	232.50
SEFULVEDA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/15/85	132.00
SERPE	POLICE OFFICER	TENTH DISTRICT	7/15/86	222.00
SEYFERT	POLICE OFFICER	THIRTEENTH DISTRICT	7/03/86	131.40
SEYTON	POLICE OFFICER	FOURTH DISTRICT	7/22/86	97.00
SHADER	POLICE OFFICER	SEVENTH DISTRICT	6/29/86	35.00
SHARIF	POLICE OFFICER	SIXTH DISTRICT	5/11/86	52.00
SIECZKOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	7/23/86	99.45
SIMMONS	POLICE OFFICER	FIFTH DISTRICT	2/24/86	298.00
SIMMONS	POLICE OFFICER	SEVENTH DISTRICT	7/26/82	75.00
SINON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/19/86	37.00
SMALL	POLICE OFFICER	SEVENTH DISTRICT	7/19/86	110.95
SMITH	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	5/26/86	32.00
			7/03/85	115.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
SOFIA	POLICE OFFICER	THIRTEENTH DISTRICT	10/30/84	872.50
SOFIA	POLICE OFFICER	THIRTEENTH DISTRICT	4/30/86	30.00
SOREGHEM	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	5/11/86	30.00
STARMACH	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/08/81	90.00
STARZYNSKI	POLICE OFFICER	SIXTEENTH DISTRICT	10/17/81	150.00
STEEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/21/86	376.15
STEHLIK	POLICE OFFICER	YOUTH DIVISION AREA ONE	7/13/84	611.00
STEVENS	POLICE OFFICER	FIFTEENTH DISTRICT	8/11/86	207.20
STEVENS	POLICE OFFICER	TRAINING DIVISION	10/22/85	161.00
STONER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/14/86	1746.95
STRAZA	POLICE OFFICER	RESEARCH AND DEVELOPMENT DIVIS	5/26/85	31.00
STUBBS	POLICE OFFICER	FIRST DISTRICT	5/24/86	213.50
SUCHARSKI	POLICE OFFICER	FIFTH DISTRICT	1/17/86	101.57
SUN JEHUS	POLICE OFFICER	RECRUIT TRAINING	7/02/86	95.25
SWAIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/10/85	50.00
SWANIGAN	POLICE OFFICER	TWENTIETH DISTRICT	6/02/85	75.00
SWEENEY	POLICE OFFICER	ELEVENTH DISTRICT	1/25/86	118.00
SWICK	POLICE OFFICER	NINTH DISTRICT	2/04/85	8056.70
TANDARIC	POLICE OFFICER	FOURTH DISTRICT	11/19/84	100.00
TAVEGGIA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/20/85	87.00
TENCZA	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	1/17/86	14.00
TERRAZAS	POLICE OFFICER	NINTH DISTRICT	3/31/86	550.00
TIEMELL	POLICE OFFICER	TWELFTH DISTRICT	12/04/85	42.25
TONALA	POLICE OFFICER	FIRST DISTRICT	7/17/86	87.70
TOMASIK	POLICE OFFICER	TENTH DISTRICT	8/29/86	117.00
TORKES	POLICE OFFICER	THIRD DISTRICT	8/23/85	851.00
TUDRON	POLICE OFFICER	TWELFTH DISTRICT	12/08/84	138.25
TURNER	POLICE OFFICER	SEVENTH DISTRICT	9/11/85	30.00
UDINO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/03/86	51.00
URBAN	POLICE OFFICER	TENTH DISTRICT	6/26/86	92.20
VITTORINI	POLICE OFFICER	FIFTEENTH DISTRICT	8/06/86	113.50
WALKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/85	77.00
WALSH	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/09/85	1476.15
WASHINGTON	POLICE OFFICER	EIGHTEENTH DISTRICT	7/01/86	137.00
WESNER	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/08/85	295.00
WESTFHAL	POLICE OFFICER	TENTH DISTRICT	6/23/86	68.93
WILBOURN	POLICE OFFICER	NINTH DISTRICT	9/25/86	71.00
WILLIAMS	POLICE OFFICER	ELEVENTH DISTRICT	7/02/86	48.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	2/24/86	333.00
WISNIEWSKI	POLICE OFFICER	SECOND DISTRICT	9/29/86	65.00
WOFFORD	POLICE OFFICER	TENTH DISTRICT	9/03/86	90.00
WORTMAN	POLICE OFFICER	EIGHTH DISTRICT	5/10/86	877.00
WOZNY	LIEUTENANT	TWENTY-THIRD DISTRICT	6/06/86	251.00
YUCAITIS	POLICE OFFICER	ENFORCEMENT SECTION	11/23/83	7483.47
ZALOSCHIAN	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/09/82	41.70
ZITO	POLICE OFFICER	SIXTEENTH DISTRICT	11/28/85	182.75
ANDERSON	POLICE OFFICER	NINETEENTH DISTRICT	5/23/86	50.00
	PARAMEDIC	AMBULANCE 4	4/20/86	13704.30
			11/21/85	109.50

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BARNELL JOHN	FIREFIGHTER	ENGINE COMPANY 54	1/10/86	45.00
BARABASZ GARY	PARAMEDIC	AMBULANCE 47	4/02/86	25.00
BASILE STEVEN C	PARAMEDIC	AMBULANCE 25	12/24/85	64.00
BATES GEORGE	LIEUTENANT	DISTRICT RELIEF 4	3/29/86	183.20
BEARY GEORGE	FIREFIGHTER	TRUCK 3	2/15/86	120.00
BERTUCCI JAMES	FIREFIGHTER	TRUCK 23	2/03/86	187.50
BILLISH EARL	LIEUTENANT	ENGINE COMPANY 99	8/23/82	231.00
BILLUPS DAVID	FIREFIGHTER	ENGINE COMPANY 47	6/29/86	7327.64
BLAKE PATRICK	FIREFIGHTER	ENGINE COMPANY 38	3/21/86	210.80
BOZEMAN PHILLIP	FIREFIGHTER	ENGINE COMPANY 93	4/01/86	299.10
BRADY JAMES	FIREFIGHTER	TRUCK 44	3/20/86	2565.90
BRANNIGAN KEVIN	FIREFIGHTER	ENGINE COMPANY 120	2/16/86	310.25
BRESNAHAN PHILIP	ENGINEER	ENGINE COMPANY 23	1/07/86	8093.23
BUCHANAN GEORGE	PARAMEDIC	AMBULANCE 7	3/13/86	35.00
BUGAJ DEBRA	PARAMEDIC	AMBULANCE 47	4/07/86	241.50
CASEY JERRY	FIREFIGHTER	ENGINE COMPANY 126	2/21/86	344.50
CAMBRIA FRANCIS	FIREFIGHTER	ENGINE COMPANY 102	1/26/86	108.25
CHRISTENSEN JOSEPH	FIREFIGHTER	ENGINE COMPANY 99	3/23/86	143.00
CLAY RANDY	FIREFIGHTER	TRUCK 13	8/05/85	14.00
COFFEY KEVIN	FIREFIGHTER	TRUCK 26	5/14/86	901.65
COFFEY KEVIN	FIREFIGHTER	TRUCK 26	2/13/86	207.15
COSCO LOUIS	FIREFIGHTER	ENGINE COMPANY 126	4/29/86	434.00
COTTINI RAYMOND	LIEUTENANT	ENGINE COMPANY 14	1/16/86	218.75
CUMMINGS PATRICK	FIREFIGHTER	ENGINE COMPANY 47	2/21/86	240.00
CUNNINGHAM THOMAS	FIREFIGHTER	ENGINE COMPANY 45	3/04/86	40.00
DADE WILLIAM	FIREFIGHTER	ENGINE COMPANY 81	3/19/85	76.00
DALY ROBERT	FIREFIGHTER	ENGINE COMPANY 84	9/20/85	113.35
DELANA TIMOTHY F	PARAMEDIC	DISTRICT RELIEF 4	4/28/85	215.50
DIETZ KEVIN	FIREFIGHTER	ENGINE COMPANY 124	3/19/86	57.50
DILL MICHAEL	FIREFIGHTER	ENGINE COMPANY 83	10/21/85	77.00
DIFINTO LOUIS	LIEUTENANT	ENGINE COMPANY 76	3/08/86	218.00
DIVIS ROBERT A	CAPTAIN	TRUCK 58	2/20/86	154.25
DORRAN JAMES	FIREFIGHTER	TRUCK 51	11/02/85	216.00
DORY RICHARD	FIREFIGHTER	TRUCK 32	3/30/86	103.00
DOTY ROBERT F	PARAMEDIC	DISTRICT RELIEF 4	4/04/86	82.50
DOYLES DANIEL	FIREFIGHTER	ENGINE COMPANY 8	2/12/86	83.00
DOYLE JAMES	FIREFIGHTER	TRUCK 3	5/31/86	304.50
DUNCAN LORRAINE	PARAMEDIC	AMBULANCE 14	9/04/85	84.00
DURHAM CHARLES	FIREFIGHTER	ENGINE COMPANY 107	2/07/86	257.95
ELLITCH RAYMOND	FIREFIGHTER	TRUCK 8	3/18/86	66.10
ENELDER PAUL	ENGINEER	ENGINE COMPANY 57	2/09/86	1229.00
FAHEY LAWRENCE	FIREFIGHTER	ENGINE COMPANY 39	4/14/86	44.00
FALLEN SCOTT	FIREFIGHTER	ENGINE COMPANY 22	4/23/86	192.50
FALLS RICHARD	PARAMEDIC	AMBULANCE 35	2/05/86	201.00
FLEISCHACKER JOHN	FIREFIGHTER	ENGINE COMPANY 124	6/25/86	568.09
FRANK STEVEN	PARAMEDIC	DISTRICT RELIEF 1	3/24/86	155.00
GAINER FRANCIS E	LIEUTENANT	ENGINE COMPANY 126	2/24/86	161.00
GALVIN JAMES	FIREFIGHTER	ENGINE COMPANY 5	4/30/86	1635.80
GILMARTIN JOHN	FIREFIGHTER	ENGINE COMPANY 43	4/06/86	109.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
GOEWEY	FIREFIGHTER	TRUCK 26	4/22/86	571.15
GRAHAM	FIREFIGHTER	TRUCK 12	4/24/86	2371.20
GREEN	FIREFIGHTER	TRUCK 42	2/07/86	153.60
GRUSZKA	FIREFIGHTER	ENGINE COMPANY 60	12/02/85	349.00
GUSS	PARAMEDIC	DISTRICT RELIEF 2	12/11/85	292.00
GUSS	PARAMEDIC	DISTRICT RELIEF 2	5/19/85	480.00
GUTTILLO	FIREFIGHTER	TRUCK 4	1/11/86	325.57
HAMBURG	FIREFIGHTER	ENGINE COMPANY 14	3/06/86	175.25
HANKS	PARAMEDIC	AMBULANCE 23	1/08/86	175.95
HARLAND	PARAMEDIC	DISTRICT RELIEF 6	3/17/86	68.50
HERMAN	FIREFIGHTER	TRUCK 20	3/08/86	165.00
HUEHN	LIEUTENANT	ENGINE COMPANY 57	4/13/86	2092.00
HOFFELT	PARAMEDIC	AMBULANCE 7	3/13/86	35.00
HOFFMEISTER	LIEUTENANT	DISTRICT RELIEF 6	2/25/86	404.85
JOHNSON	ENGINEER	ENGINE COMPANY 7	12/11/85	296.20
KEHOE	ENGINEER	ENGINE COMPANY 99	7/21/85	400.00
KIRBY	LIEUTENANT	ENGINE COMPANY 50	12/04/85	371.00
KNAPEREK	FIREFIGHTER	ENGINE COMPANY 32	4/03/86	144.00
KUSMOSKI	PARAMEDIC	AMBULANCE 3	4/07/86	157.00
KRAVITZ	PARAMEDIC	DISTRICT RELIEF 3	11/17/85	121.00
LAMA	FIREFIGHTER	ENGINE COMPANY 91	1/11/86	152.07
LASCO	FIREFIGHTER	TRUCK 58	2/01/85	447.72
LORENZ	FIREFIGHTER	TRUCK 58	2/19/86	198.00
MARTIN	PARAMEDIC	AMBULANCE 33	1/17/86	2060.25
MCKILLOP	PARAMEDIC	DISTRICT RELIEF 1	6/25/86	213.00
MCMAHON	LIEUTENANT	TRUCK 59	2/23/82	100.00
MEDINA	PARAMEDIC	AMBULANCE 6	1/15/86	86.00
MULLI	PARAMEDIC	AMBULANCE 15	6/03/85	415.75
MULCAHY	LIEUTENANT	TRUCK 16	11/10/85	230.00
MUNDY	PARAMEDIC	AMBULANCE 22	8/12/85	493.50
NELSON	FIREFIGHTER	ENGINE COMPANY 126	12/04/85	533.00
NORRIS	FIREFIGHTER	TRUCK 7	9/25/85	110.00
OLEARY	PARAMEDIC	AMBULANCE 13	2/11/86	532.00
OLSON	BATTALION CHIEF	BATTALION 17	11/04/82	35.00
ORTIZ	FIREFIGHTER	ENGINE COMPANY 22	1/23/85	85.00
OSHEA	FIREFIGHTER	DISTRICT RELIEF 1	9/16/85	105.00
PALLISTER	FIREFIGHTER	ENGINE COMPANY 96	3/26/86	75.00
PARADORE	LIEUTENANT	DISTRICT RELIEF 4	3/30/86	283.00
PATZIN	CAPTAIN	BATTALION 16	9/30/85	30.00
PETERS	PARAMEDIC	AMBULANCE 22	10/18/85	44.00
PHILLIPS	FIREFIGHTER	TRUCK 50	2/22/86	117.75
PIAGENTINI	FIREFIGHTER	TRUCK 7	1/06/86	50.00
PINKNEY	FIREFIGHTER	TRUCK 14	1/01/86	151.31
PINKSTON	FIREFIGHTER	SQUAD 1	1/30/86	584.10
PISTELLO	FIREFIGHTER	TRUCK 62	12/30/85	79.10
FLECKI	PARAMEDIC	DISTRICT RELIEF 5	11/06/85	411.40
FODER	CAPTAIN	BATTALION 3	2/19/86	220.75
FONTECORE	LIEUTENANT	DISTRICT RELIEF 4	6/28/86	229.00
RIVERA	FIREFIGHTER	ENGINE COMPANY 100	8/10/85	706.00

2/11/87

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

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REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROBINSON	PARAMEDIC	DISTRICT RELIEF 3	2/16/86	107.50
RUANE	CAPTAIN	TRUCK 49	1/23/86	1462.60
RUSSELL	FIREFIGHTER	ENGINE COMPANY 73	2/11/86	989.00
SPIZZIRRI	FIREFIGHTER	TRUCK 48	3/17/86	86.50
STAIKIEWICZ	FIREFIGHTER	TRUCK 21	3/01/86	132.00
STEINERT	FIREFIGHTER	ENGINE COMPANY 91	3/17/86	123.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	34440.50
TEBENS	CAPTAIN	BATTALION 15	3/21/86	211.50
TOTH	FIREFIGHTER	ENGINE COMPANY 47	11/21/84	164.00
TWARDAK	CAPTAIN	TRUCK 18	12/25/85	320.00
VIRAMONTES	FIREFIGHTER	ENGINE COMPANY 23	3/18/86	861.25
VOLZ	FIREFIGHTER	ENGINE COMPANY 127	3/22/86	119.45
WERTH	PARAMEDIC	AMBULANCE 38	3/26/86	63.00
WHITE	LIEUTENANT	ENGINE COMPANY 20	2/24/86	216.40
WILLIAMS	LIEUTENANT	ENGINE COMPANY 60	2/04/86	236.00
WILLIAMS	FIREFIGHTER	TRUCK 7	3/01/86	618.39
ZUBIK	FIREFIGHTER	ENGINE COMPANY 23	7/20/85	38.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBEE	POLICE OFFICER	SEVENTEENTH DISTRICT	7/13/85	1231.00
ALEXANDER	POLICE OFFICER	NINTH DISTRICT	4/15/86	181.00
ALLY	POLICE OFFICER	SEVENTH DISTRICT	7/25/86	85.00
ALSTON	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/04/86	225.00
BABICZ	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/29/86	338.00
BAUSCHARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/29/86	188.00
BLUE	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/13/86	60.00
BOCIAN	POLICE OFFICER	TWELFTH DISTRICT	9/27/85	44458.36
BRANNIGAN	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	5/31/86	1902.00
BROOKS	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/29/84	96.80
BROWN	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/18/86	457.00
BURNS	POLICE OFFICER	ENFORCEMENT SECTION	4/30/83	150.00
BURTON	POLICE OFFICER	THIRD DISTRICT	1/01/86	75.00
BUZEK	POLICE OFFICER	NINETEENTH DISTRICT	4/06/85	156.00
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	2/08/82	309.40
CERNY	POLICE OFFICER	SEVENTEENTH DISTRICT	11/07/77	50.00
COLEMAN	POLICE OFFICER	SECOND DISTRICT	3/19/86	34.70
COONEY	POLICE OFFICER	THIRTEENTH DISTRICT	9/11/86	975.00
COTY	POLICE OFFICER	CHARGE LAW ENFORCEMENT	5/20/86	18.00
COYNE	POLICE OFFICER	TENTH DISTRICT	5/29/81	40.00
CROBSON	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	7/08/86	230.00
CUDDY	POLICE OFFICER	YOUTH DIVISION AREA ONE	2/05/86	3817.63
CUSHING	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/18/86	126.00
DAVIS	POLICE OFFICER	INTERSECTION CONTROL UNIT	2/28/86	376.00
DEMISTO	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/23/83	288.75
DEMOS	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/08/85	80.00
DIGNAN	POLICE OFFICER	FIFTH DISTRICT	7/16/86	394.25
DIMAGGIO	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISITR	5/29/86	359.00
DORAN	POLICE OFFICER	CHARGE LAW ENFORCEMENT	5/02/86	269.00
DORRIS	POLICE OFFICER	EIGHTH DISTRICT	1/04/86	37.00
DORSCH	POLICE OFFICER	TWENTIETH DISTRICT	2/18/86	48.00
DOTSON	POLICE OFFICER	INTELLIGENCE SECTION	2/06/86	45.00
DRABIK	POLICE OFFICER	ENFORCEMENT SECTION	12/24/83	45.00
DUCAR	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	8/18/84	94.00
EAGLIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	553.00
GARCIA	POLICE OFFICER	THIRTEENTH DISTRICT	10/08/83	798.00
GARCIA	POLICE OFFICER	FOURTH DISTRICT	5/20/86	1519.10
GUERRERO	POLICE OFFICER	TENTH DISTRICT	5/02/86	52.00
GUERRIERI	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	4/22/86	209.00
HOLMES	POLICE OFFICER	EIGHTEENTH DISTRICT	11/20/85	12.50
JACKSON	POLICE OFFICER	SEVENTEENTH DISTRICT	7/13/85	36.00
JANIA	POLICE OFFICER	SEVENTH DISTRICT	6/06/86	197.00
JOHNSON	POLICE OFFICER	FOURTEENTH DISTRICT	4/08/86	29.00
JOHNSON	POLICE OFFICER	INTELLIGENCE SECTION	3/20/86	220.00
KAVAI	POLICE OFFICER	EIGHTH DISTRICT	5/17/86	591.00
KELLY	POLICE OFFICER	EIGHTH DISTRICT	5/29/85	75.00
KENNEY	POLICE OFFICER	SEVENTH DISTRICT	7/04/86	215.00
KIRK	POLICE OFFICER	SEVENTEENTH DISTRICT	5/19/85	24.00
		AUTOMOTIVE FOUNUS SECTION	12/06/85	535.70

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KNIELING	POLICE OFFICER	TWENTIETH DISTRICT	3/28/86	150.00
KOSTRZEWA	POLICE OFFICER	FIFTEENTH DISTRICT	1/05/82	70.00
KRIPNER	POLICE OFFICER	FIFTH DISTRICT	6/26/84	54.00
LIACE	POLICE OFFICER	EIGHTH DISTRICT	9/16/84	159.00
LIERMAN	POLICE OFFICER	SIXTH DISTRICT	2/03/84	3029.80
LONERGAN	POLICE OFFICER	FIFTH DISTRICT	12/27/85	25.00
LULLO	POLICE OFFICER	SEVENTH DISTRICT	4/14/85	50.00
LUFU	POLICE OFFICER	ELEVENTH DISTRICT	9/05/85	105.00
MACLEAN	POLICE OFFICER	SEVENTH DISTRICT	8/17/86	1490.70
MCCLORY	POLICE OFFICER	SIXTEENTH DISTRICT	1/21/86	11877.54
MEURIS	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	9/25/86	58.00
MILLIGAN	POLICE OFFICER	FOURTEENTH DISTRICT	1/31/85	20.00
MINNICK	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/18/86	1492.95
MONDANE	POLICE OFFICER	EIGHTEENTH DISTRICT	7/03/86	1031.80
MORGAN	POLICE OFFICER	EIGHTH DISTRICT	9/22/85	100.00
MORYS	POLICE OFFICER	ENFORCEMENT SECTION	8/10/86	121.00
MURDOCK	POLICE OFFICER	FIFTH DISTRICT	7/14/85	238.00
MURPHY	POLICE OFFICER	INTERSECTION CONTR'L UNIT	10/29/85	2406.37
NYHAN	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOUS	5/29/84	10410.01
PETERSON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/06/86	520.00
PIENTA	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	1/13/85	50.00
PIERCE	POLICE OFFICER	SEVENTH DISTRICT	10/25/82	127.00
PLDSZAJ	POLICE OFFICER	CRIME LABORATORY DIVISION	6/17/85	225.00
POCHIE	POLICE OFFICER	SEVENTH DISTRICT	3/27/85	410.00
POZACEK	POLICE OFFICER	FIRST DISTRICT	6/13/86	1674.95
RAY	POLICE OFFICER	ENFORCEMENT SECTION	9/16/85	100.00
REIKALAS	POLICE OFFICER	FOURTH DISTRICT	6/19/86	166.00
RIZZO	POLICE OFFICER	SEVENTEENTH DISTRICT	2/27/86	6434.97
SANCHEZ	POLICE OFFICER	TWELFTH DISTRICT	1/27/85	140.00
SASSO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/21/85	75.00
SCANLON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/82	61.00
SCHMIDT	POLICE OFFICER	TWENTIETH DISTRICT	3/30/86	30.00
SHARP	POLICE OFFICER	EIGHTEENTH DISTRICT	7/12/86	217.40
SMITH	POLICE OFFICER	SIXTH DISTRICT	6/05/86	120.50
SOLITA	POLICE OFFICER	TWENTIETH DISTRICT	1/26/85	31.00
STONES	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	11/19/83	3204.00
SUNDBERG	POLICE OFFICER	TWELFTH DISTRICT	3/21/86	95.00
SWISTOWICZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/01/85	235.00
TAFKOWSKI	POLICE OFFICER	TENTH DISTRICT	5/12/86	27.00
TASKER	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/27/86	714.75
TAYLOR	POLICE OFFICER	CRIME LABORATORY DIVISION	9/23/85	25.00
THACKER	POLICE OFFICER	TENTH DISTRICT	12/31/83	3700.00
TODD	POLICE OFFICER	THIRD DISTRICT	11/17/84	149.00
TUNNO	POLICE OFFICER	TWENTY-FIRST DISTRICT	8/29/85	23.83
VARALLO	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/03/82	125.00
VELEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/22/84	34.00
WAGNER	POLICE OFFICER	FOURTEENTH DISTRICT	8/12/85	12.00
WALSH	POLICE OFFICER	EIGHTEENTH DISTRICT	8/14/86	150.00
		TWENTY-SECOND DISTRICT	2/03/86	1393.25

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 2/11/87

THIRD PARTY ORDERS

WARD	EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
WARD	PAUL S	POLICE OFFICER	TWELFTH DISTRICT	9/14/86	57.00
WASILEWSKI	JOSEPH A	POLICE OFFICER	EIGHTH DISTRICT	4/07/85	45.00
WEGNER	EDWARD T	POLICE OFFICER	TENTH DISTRICT	5/03/86	135.00
WILLIS SR	MAURICE	POLICE OFFICER	THIRD DISTRICT	5/26/86	38.00
WOODRUFF	ROBERT	POLICE OFFICER	SEVENTH DISTRICT	5/15/86	106.00
ZAVOLKOFF	NICHOLAS	POLICE OFFICER	ELEVENTH DISTRICT	5/23/86	90.00
BURAJ	DEBRA	PARAMEDIC	AMBULANCE 47	4/25/86	1268.50
BURNS	GERALD	PARAMEDIC	AMBULANCE 14	9/18/85	266.00
FABRIZIO-MCCURRIE	MARY	PARAMEDIC	AMBULANCE 25	9/10/85	1143.00
PARKER	JOHNNY	LIEUTENANT	DISTRICT RELIEF 1	5/27/85	144.79

(Continued from page 39453)

CHICAGO, February 11, 1987.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an amended ordinance authorizing the issuance and sale of Multi-Family Housing Revenue Refunding Bonds, (Presidential Towers Project), of the City of Chicago in three separate series and authorizing the execution and delivery of certain documents associated with the bonds, in the amount of \$200,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

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

The proposed ordinance attached to the foregoing committee report reads as follows:

WHEREAS, The City of Chicago, Illinois (the "City") is a body politic and corporate under the laws of the State of Illinois and a home rule unit of local government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, As a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and to incur debt; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on March 31, 1983, the City has heretofore issued \$180,000,000 aggregate principal amount of its Construction Loan Notes, Series 1983 (Presidential Towers Project--F.H.A. Insured Mortgage Loan) (the "Notes"), for the purpose of providing interim construction financing for the acquisition, construction and equipping of Presidential Towers, a multi-family rental development containing approximately 2,340 units located on the near-west side of the City (the "Project"); and

WHEREAS, At or prior to the issuance of the Notes, the City had executed (i) a redevelopment agreement with the Owner, as defined herein (and with other parties named in that redevelopment agreement), providing for the purchase and sale of land in the Madison-Canal Redevelopment Area, and (ii) a financing agreement with the Owner (and other parties named in that financing agreement), setting forth the various legal and financial obligations of the City, the Owner and such other parties in connection with the development of the Project (as defined herein); and

WHEREAS, Since the issuance of the Notes (and in particular over the last several months), the City, through its Department of Housing, and the Owner have discussed the possibility of providing permanent financing for the Project; and

WHEREAS, These discussions have resulted in a proposed agreement pursuant to which (i) the City would undertake to issue obligations to provide such permanent financing, (ii) the terms upon which the previously executed redevelopment agreement and financing agreement would be renegotiated and modified, as described herein; and

WHEREAS, The essential terms and provisions of this proposed agreement consist of (i) the establishment of a low income housing trust fund, to be funded with the various sources described below, which is dedicated to addressing the special housing needs of Chicago's residents of the City of Chicago whose income is at or below 50% of the median income of all residents of the City of Chicago, (ii) payment by the Owner to the City of approximately \$2,383,500 upon the issuance of the Bonds, (iii) payment by the Owner to the City of both an upfront financing fee and an annual servicing fee, each to be calculated on the outstanding principal amount of the Bonds, (iv) payment to the City of amounts to be due the City from the net operating cash flow of the Project, (v) in view of changed circumstances since the execution of the previously executed redevelopment agreement, an increase in the acquisition price to be paid to the City for both Block 4 and Block 5 of the Presidential Towers development, (vi) the agreement by the Owner (and related parties) to make application for and actively pursue approval of 120 units of elderly/handicapped housing under the H.U.D. Section 202 program (with a corresponding increase in the density of Phase II of the development if such application is successful), (vii) a set aside of at least 20 percent of the residential units in Phase II for low and moderate income tenants (consistent with the requirements of Section 103(b)(4)(A) of the Internal Revenue Code of 1954 as in effect on December 31, 1985), (viii) payment to the City of both an upfront financing fee and an annual servicing fee in respect of the City's issuing bonds for Phase II, (ix) the provision by the Owner (and related parties) of technical/development assistance in connection with the financing and operation of single room occupancy housing in the City, and (x) both the development and utilization of an affirmative marketing plan in the marketing of Phase II residential units and the applicability of the requirements of Executive Order 85-2 with respect to Phase II of the development (subject in all respects to compliance with the applicable provisions of the Internal Revenue Code of 1986 and other federal laws and regulations); and

WHEREAS, The terms and provisions of this proposed agreement are incorporated into the Financing Agreement, as defined herein (and other documents referred to in the Financing Agreement); and

WHEREAS, It is in the best interests of the City that the terms and provisions of this proposed agreement be approved; and

WHEREAS, It is also in the best interests of the City to issue not to exceed \$200,000,000 aggregate principal amount of Multi-Family Housing Revenue Refunding Bonds (Presidential Towers Project) in three separate series as herein authorized for the purpose

of providing permanent financing for the Project, such bonds (collectively, the "Bonds") to be designated as follows:

- (i) Multi-Family Housing Revenue Refunding Bonds (F.H.A. Insured Mortgage Loan--Presidential Towers Project), Series 1987A (the "Series A Bonds");
- (ii) Multi-Family Housing Revenue Refunding Bonds (F.H.A. Insured Mortgage Loan--Presidential Towers Project), Series 1987B (Taxable) (the "Series B Bonds");
- (iii) Multi-Family Housing Revenue Refunding Bonds (Presidential Towers Project), Series 1987C (the "Series C Bonds"); and

WHEREAS, Proposed forms of the Indentures, the Financing Agreement, the Bond Purchase Agreement (as such documents are respectively defined hereinafter) and the Official Statement describing the Series A Bonds and the Series B Bonds have been presented to and are before this meeting and a proposed form of First Supplemental Indenture (as hereinafter defined) relating to the Notes has been presented to and is before this meeting; now, therefore,

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

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

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement relating to the purchase of the Bonds to be entered into by the City, the Owner and the Underwriters, as approved by this Ordinance.

"Bonds" shall mean, collectively, the (i) Multi-Family Housing Revenue Refunding Bonds (F.H.A. Insured Mortgage Loan--Presidential Towers Project), Series 1987A (the "Series A Bonds"), (ii) Multi-Family Housing Revenue Refunding Bonds (Taxable) (F.H.A. Insured Mortgage Loan--Presidential Towers Project), Series 1987B (Taxable) (the "Series B Bonds"), and (iii) Multi-Family Housing Revenue Refunding Bonds (Presidential Towers Project), Series 1987C (the "Series C Bonds") of the City in an aggregate principal amount not to exceed \$200,000,000 authorized to be issued and pursuant to this Ordinance and Article II of the Indenture.

"City" shall mean the City of Chicago, Illinois.

"First Supplemental Indenture" shall mean the First Supplemental Indenture, amending and supplementing the Note Indenture, to be entered into by the City and the Note Trustee, as approved by this Ordinance.

"Financing Agreement" shall mean the Financing Agreement relating to the Project and the Bonds, to be entered into by the Mortgagor, the Owner, the City and the Trustee, as approved by this Ordinance, as the same may be amended from time to time in accordance with its terms.

"Indentures" means, collectively, the Series A/B Indenture and the Series C Indenture.

"Mortgage Loan" shall mean the F.H.A.-insured mortgage loan relating to the Project.

"Mortgagor" shall mean LaSalle National Bank, Chicago, Illinois, not individually but solely as trustee under a Trust Agreement dated as of September 15, 1980, and known as Trust No. 103200, and any successor title holder of the Project.

"Note Indenture" shall mean the Indenture of Trust dated as of July 1, 1983, from the City to the Note Trustee securing the outstanding Notes.

"Note Trustee" shall mean American National Bank and Trust Company of Chicago, as trustee under the Note Indenture.

"Official Statements" shall mean (i) the preliminary Official Statement describing the Series A Bonds and the Series B Bonds, and (ii) the Private Placement Memorandum describing the Series C Bonds, as the same may be completed, corrected and approved by the Owner as final documents for distribution by the Underwriters (at the time the Bond Purchase Agreement is executed).

"Owner" shall mean Presidential Towers, Ltd., an Illinois limited partnership, and its successors and assigns.

"Project" is defined in the preambles to this Ordinance.

"Series A/B Indenture" shall mean the Trust Indenture relating to the Series A and the Series B Bonds, to be entered into by the City and the Trustee, as approved by this Ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Series C Indenture" shall mean the Trust Indenture relating to the Series C Bonds, to be entered into by the City and the Trustee, as approved by this Ordinance as the same may be supplemented from time to time in accordance with its terms.

"Trustee" shall mean American National Bank and Trust Company of Chicago, in the City of Chicago, Illinois, and its successors in trust, as Trustee under the respective Indentures.

"Underwriters" shall mean those underwriters named in the Bond Purchase Agreement.

SECTION 2. This City Council hereby finds and determines that the issuance of the Bonds herein authorized for the purpose of providing permanent financing for the Project will provide significant long-term benefits to the City and the residents thereof.

SECTION 3. For the purpose of providing permanent financing for the Project, the City hereby authorizes the issuance of the Bonds in an aggregate principal amount of not to exceed \$200,000,000 pursuant to the Indentures as herein authorized; provided, however, that nothing in this Ordinance shall require the City Comptroller to cause to be issued and delivered any of the specific series of Bonds herein authorized if the City Comptroller

determines that it is in the best interest of the City not to cause to be issued and delivered any such specific series of Bonds.

Authority is hereby delegated to the City Comptroller to determine (1) the principal amount of each series of Bonds (which in the aggregate shall not exceed \$200,000,000), (2) the date of each series of Bonds, (3) the schedule of maturities and sinking fund payments for each series of Bonds (provided that no series of Bonds may mature beyond January 1, 2029) (4) the interest rate or rates payable on each series of Bonds (provided that the rate payable on any Bond, or yield to maturity if structured as deferred interest Bonds, shall not exceed 11% per annum), (5) the interest payment dates for each series of Bonds, and (6) the redemption provisions applicable to each series of Bonds, all as may be approved by the City Comptroller and by the Owner at the time the Bond Purchase Agreement is executed and delivered. The Bonds of each series shall be sold to the Underwriters at a price of not less than 98% of the aggregate principal amount thereof (less any original issue discount which may be used in the marketing of the Bonds) plus accrued interest to the date of delivery of such series of Bonds. The Bonds may be structured as current interest Bonds, the interest on which is payable semi-annually on each interest payment date, or as deferred interest Bonds, the accrued interest on which is not payable until the maturity or earlier redemption date of such Bonds, or any combination thereof, all as shall be approved by City Comptroller and the Owner at the time the Bond Purchase Agreement is executed and delivered.

SECTION 4. Each Series of Bonds, together with interest thereon, shall be limited obligations of the City secured by the Trust Estate, as defined in the applicable Indenture, payable solely from the revenues and receipts derived from the Mortgage Loan and other assets and funds held under the applicable Indenture, including without limitation moneys attributable to Bond proceeds, F.H.A. insurance proceeds (other than with respect to the Series C Bonds), certain fund established under the Indenture and the income from the temporary investment thereof, and shall be a valid claim of the owner thereof only against the Trust Estate held by the Trustee under the applicable Indenture.

SECTION 5. The Bonds and the interest thereon shall not be deemed to constitute a general obligation of the City, the State of Illinois or any political subdivision thereof, and the Bonds shall not, directly or indirectly or contingently, obligate the City, the State of Illinois or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Nothing in the Bonds or in the Indentures or any proceedings of the City authorizing the issuance of the Bonds or in this Ordinance shall create an indebtedness of the City within the meaning of any constitutional or statutory limitation. The nature of the obligations represented by the Bonds is as more fully set forth in the respective Indentures.

SECTION 6. The Bonds shall be executed on behalf of the City in the manner provided in the Indentures. If any of the officials or officers who shall have signed or sealed any of said Bonds shall cease to be such officials or officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such official or officials or officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the

execution of such Bonds, shall be the proper officials or officers of the City, although at the nominal date of such Bonds any such person shall not have been such official or officer of the City.

SECTION 7. The Indentures are hereby approved in substantially the forms presented to this meeting and filed in the official records of the City Clerk, and the Mayor or the City Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Indentures on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such documents (subject to the limitations set forth in Section 3 hereof), their execution to constitute conclusive evidence of such approvals, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Indentures the corporate seal of the City.

SECTION 8. The Bonds shall be sold and delivered subject to the terms and conditions of the Bond Purchase Agreement among the City, the Underwriters and the Owner, which Bond Purchase Agreement is hereby approved in substantially the form presented to this meeting and filed in the official records of the City Clerk, and the City Comptroller of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement on behalf of the City with such changes, insertions and completions therein (subject to the limitations set forth in Section 3 hereof) and other matters as shall be approved by such person executing such document, such execution to constitute conclusive evidence of such approval, and the sale of the Bonds pursuant to the Bond Purchase Agreement is hereby authorized, approved and directed.

SECTION 9. The Financing Agreement is hereby approved in substantially the form presented to this meeting and filed in the official records of the City Clerk, and the Mayor or the City Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Financing Agreement on behalf of the City attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized and directed to affix to the Financing Agreement the corporate seal of the City.

SECTION 10. The distribution of the Official Statements by the Underwriters in preliminary and final form is hereby approved. Each Official Statement shall state that the City has not participated in the preparation of the Official Statement and has not made an independent investigation with respect to the information contained therein, and the City assumes no responsibility for the accuracy or completeness of the information contained therein other than the information contained under the heading "The City" and "No Litigation" to the extent applicable to the City.

SECTION 11. The First Supplemental Indenture is hereby approved in substantially the form presented to this meeting and filed in the official records of the City Clerk, and the Mayor or the City Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the First Supplemental Indenture on behalf of the City, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is

hereby authorized and directed to affix to the First Supplemental Indenture the corporate seal of the City.

SECTION 12. The appointment of American National Bank and Trust Company of Chicago as Trustee under each of the Indentures is hereby authorized, approved and confirmed.

SECTION 13. The Mayor, City Comptroller, City Clerk, Deputy City Clerk, City Treasurer and Commissioner of the Department of Housing of the City for and on behalf of the City be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and the Indentures, the execution and deliver of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, City Comptroller, City Clerk, Deputy City Clerk, City Treasurer and Commissioner of the Department of Housing of the City be, and they hereby are, further authorized and directed for and on behalf of the City, to execute all documents, certificates and other instruments that may be required under the terms of the Indentures, the Bond Purchase Agreement, the Financing Agreement or the First Supplemental Indenture or that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights and purposes of the City under the Indentures, the Bond Purchase Agreement, the Financing Agreement and the First Supplemental Indenture and to discharge all of the obligations of the City hereunder and thereunder. The Trustee is further authorized and directed to execute such instruments, agreements and documents as may be required by H.U.D. or F.H.A. in connection with the Mortgage Loan.

SECTION 14. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, agreements, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, agreement, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is placed on an instrument, agreement, certificate or document at the direction of the City Comptroller in the specified manner, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 15. The Mayor is hereby authorized and directed to cause the publication of notice for and the holding of the public hearing required under Section 149 (f) of the Internal Revenue Code of 1986 in connection with the proposed issuance of the Bonds. The City Council hereby directs that the Bonds shall not be issued unless and until the

requirements of said Section 149 (f), including particularly the approval requirement following such public hearing, have been fully satisfied and that no contract, agreement or commitment to issue the Bonds shall be executed or undertaken prior to satisfaction of the requirements of said Section 149 (f), unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. Following the approval of the Bonds in accordance with the requirements of said Section 149 (f), the Mayor shall file or cause to be filed a notification of such approval in the Office of the City Clerk.

SECTION 16. Subsequent to the sale of the Bonds, the City Comptroller shall file in the Office of the City Clerk a notification of sale directed to the City Council setting forth the aggregate principal amount of Bonds sold, the amount of each series of Bonds sold, the interest rates borne by the Bonds sold, and a maturity schedule for each series of Bonds sold, together with executed copies of the Indentures, the Financing Agreement, the final Official Statements (provided that copies of the unexecuted preliminary Official Statements shall also be filed), the Bond Purchase Agreement and the First Supplemental Indenture.

SECTION 17. No funds to be retained for use by the City as a result of this bond issue may be used for any purpose, including the capitalization of a Housing Trust Fund, until such time as the City Council, by ordinance, appropriates such funds.

If the funds are used to capitalize the Housing Trust Fund, then no request to appropriate these funds shall be made until such time as the City Council approves, by ordinance, the structure, powers and duties of the Housing Trust Fund.

SECTION 18. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 19. To the extent that any statute, or ordinance, resolution or order of the City, or any part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 20. This ordinance shall be in full force and effect upon its adoption and approval.

[First Supplemental Indenture, Trust Indenture, Refunding
Escrow Agreement, Preliminary Official Statement,
and Financing Statement omitted for printing
purposes but on file and available for
inspection in the Office of the
City Clerk.]

Action Deferred -- PREPARATION OF GOVERNING DOCUMENT
FOR HOUSING TRUST FUND IN CHICAGO.

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

CHICAGO, February 11, 1987.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a resolution concerning the preparation of the governing document for the Housing Trust Fund of the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body adopt the proposed resolution transmitted herewith.

This recommendation was concurred in by 19 members of the committee with 3 dissenting votes.

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

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

WHEREAS, The City of Chicago has authorized the sale of not more than \$200,000,000.00 of Multi-Family Housing Revenue Refunding Bonds, Series 1987 A and Series 1987 B for purposes of refinancing construction loan notes for Phase I of Presidential Towers and financing the construction of Phase II of Presidential Towers; and

WHEREAS, The Ordinance authorizing the sale of said bonds recites the agreement of the City of Chicago to establish a Low Income Housing Trust Fund dedicated to addressing the special housing needs of residents of the City of Chicago whose income is at or below 50% of the median income of all residents of the City of Chicago; and

WHEREAS, The intent of the Ordinance will not be completely effectuated until the Low Income Housing Trust Fund is established; now, therefore,

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

1. As soon as practicable after the adoption of the Ordinance, the Department of Housing shall begin to prepare a governing document for the Trust Fund setting forth the terms and conditions on which the Low Income Housing Trust Fund shall conduct its business. The Department of Housing shall involve the broadest possible array of individuals, groups and institutions committed to meeting the housing needs of Chicago's low income residents in the preparation of the governing document.

2. The governing document, among other provisions, will specify the manner in which the governing body of the Trust Fund will be selected and the qualifications of the persons eligible to serve thereon. It is the intent of the City Council that the governing body of the Trust Fund be representative of low income residents of Chicago, and organizations committed to meeting the housing needs of low income residents of Chicago.

3. It is the intent of the City Council that the greatest practicable portion of the Trust Funds shall be devoted to the provision of housing and not the administration of the Trust Fund or any other unit of government.

COMMITTEE ON THE BUDGET

Re-Referred -- AMENDATORY ORDINANCE REPEALING CONDITIONAL
APPROVAL OF 103(b)(4)(A) MORTGAGE REVENUE BONDS
FOR HOUSING PROJECT LOCATED AT 5132--5144
SOUTH HYDE PARK BOULEVARD.

The Committee on the Budget submitted the following report:

CHICAGO, February 11, 1987.

To the President and Members of the City Council:

Your Committee on the Budget to which was referred an ordinance amending an ordinance passed by the City Council on July 9, 1986 rejecting the preliminary approval of the issuance of mortgage revenue bonds in the amount of \$14,000,000 in connection with a housing project at 5132--5144 South Hyde Park Boulevard, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Refer* the proposed ordinance transmitted herewith to the Committee on Finance.

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

Respectfully submitted,
(Signed) TIMOTHY C. EVANS,
Chairman.

On motion of Alderman Evans, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-referred to the Committee on Finance* by yeas and nays as follows:

Yeas -- 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

APPOINTMENT OF MR. GEORGE MUNOZ AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, February 11, 1987.

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 January 14, 1987, appointing George Munoz to the Economic Development Commission for a term ending on April 23, 1988, begs leave to recommend that Your Honorable Body *Approve* said appointment.

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

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

On motion of Alderman Hansen, the said proposed appointment of Mr. George Munoz 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, 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

APPOINTMENT OF MR. DONALD PETERS AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, February 11, 1987.

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 January 14, 1987, appointing Donald Peters to the Economic Development Commission for a term ending on April 23, 1987, begs leave to recommend that Your Honorable Body *Approve* said appointment.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

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

On motion of Alderman Hansen, the said proposed appointment of Mr. Donald Peters 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, 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

COMMITTEE ON ENERGY, ENVIRONMENTAL PROTECTION AND PUBLIC UTILITIES.

MUNICIPAL CODE CHAPTER 17 AMENDED BY ESTABLISHING SOLID WASTE ADVISORY COMMISSION.

The Committee on Energy, Environmental Protection and Public Utilities 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 Chapter 17 of the Municipal Code is hereby amended by inserting therein in its proper numerical sequence, new sections to be known as 17-8.1 and 17-8.2 and to read in italics as follows:

17-8.1. There is hereby established a Solid Waste Advisory Commission. The Commission shall consist of 16 members to be appointed by the Mayor. Members of the Commission shall be residents of the City of Chicago. Fifteen members shall be selected from the following areas: civic organizations, regional planning organizations, trade associations comprised of representatives of the solid waste disposal industry, environmental protection organizations, associations of professional engineers, scientists or managers, community organizations comprised of residents of a neighborhood or area, industry users of resource recovery facilities. One member of the legislative body from the City Council Committee on Energy and Environment shall serve ex-officio and shall have no vote.

Members shall serve a one year term, or until their respective successors are appointed. A vacancy shall be filled for the remainder of an unexpired term in the same manner as original appointments. The Mayor shall appoint one of the members of the Commission as chairperson to serve for a term of one year or until a successor is appointed. The members of the Commission shall serve without compensation.

It shall be the duty of the Commission to assess the environmental impact of solid waste disposal; to monitor environmental legislation and programs relating to solid waste disposal; to examine and review existing and alternative treatment and disposal; to develop and establish public information and educational programs relating to solid waste disposal; and to facilitate timely planning and implementation of Chicago's Comprehensive Solid Waste Management Plan.

17-8.2. In addition to activities consistent with the duties outlined above, upon receipt of notice as provided in Chapter 194A, 11.10-7.2(b) of a pending application for a special use permit for any waste treatment or disposal facility, or of an expansion or alteration of such a facility permitted as a special use, the Commission shall conduct a public hearing. Notice of the public hearing and procedures governing the public hearing shall be as provided in rules and regulations promulgated by the Commission. At the public hearing the Commission shall examine the impact of the proposed facility on the community, shall record its proceedings and, thereafter, forward its findings and recommendation to the Commissioner. Any such findings and recommendation of the Commission shall be reviewed by the Commissioner prior to the issuance of a permit for a sanitary landfill, liquid waste handling facility, resource recovery facility, incinerator or transfer station.

SECTION 2. This ordinance shall be in full force and effect by and from the date of its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

MUNICIPAL CODE AMENDED BY ADDITION OF NEW
CHAPTER 143.1 ENTITLED "RECYCLING
FACILITIES".

The Committee on Energy, Environmental Protection and Public Utilities 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. The Municipal Code of Chicago is hereby amended by adding thereto a new Chapter 143.1, entitled "Recycling Facilities" to read in italics as follows:

143.1-1. For the purposes of this Chapter, the following words and phrases shall have the meaning ascribed to them by this section:

"Buy-back Center" shall mean any recycling facility which purchases recyclable materials.

"Commissioner" shall mean the Commissioner of the Department of Consumer Services of the City of Chicago.

"Composting" shall mean a controlled process which transforms landscape waste into products useful as soil amendments.

"Composting Center" shall mean a facility which contains in whole or in part a composting operation.

"Department" shall mean the Department of Consumer Services of the City of Chicago.

"Drop-off Center" shall mean any recycling facility that accepts without charge or payment recyclable materials.

"Minimal Processing" shall mean manual, mechanical or automated separation of recyclable material from other materials; separation of recyclable materials from each other; cleaning, bundling, compacting or packing of recyclable material. "Minimal Processing" shall not include melting, rendering, smelting, vulcanizing or purification by application of heat or chemical process.

"Owner or operator" shall mean any person who has legal title to any premises, who has charge, care or control of any premises, who is in possession of the premises or any part thereof, or who is entitled to control or direct the management of the premises.

"Recyclable Material" shall mean any aluminum or non-ferrous scrap metal, bi-metal or tin cans, glass and paper products, rubber, textiles, landscape waste or plastic products such as polyethylene terephthalate, high density polyethylene, low density polyethylene, polystyrene or polypropylene.

"Recycling" shall mean the collection, temporary storage, and minimal processing of recyclable materials for the purpose of marketing that material for use as raw material in the manufacturing process or reuse as consumer products.

"Recycling Facility" shall mean any building, portion of a building or area in which recycling is performed.

"Source Separation" shall mean the manual separation by the generator of recyclable materials according to type of material.

143.1-2. No person shall engage in the business of recycling or operate a recycling facility in the City of Chicago without having first obtained a license.

143.1-3. Application for a license for a recycling facility shall be made to the Commissioner on forms provided by him for such purpose. Applicants shall provide the following information:

(A) Name, address and telephone number of the applicant.

(B) The telephone number(s) of the owner or operator who can receive notice in the event of emergency.

(C) The address of the facility sought to be licensed.

(D) Approval of the Zoning Board of Appeals.

143.1-4. Licenses for recycling facilities shall be divided into three classes. Class I facilities are recycling facilities which contain receptacles for the collection of recyclable materials. Only manual separation of recyclable materials shall be permitted at a Class I facility. Class II facilities are recycling facilities which may perform any activity permitted in a Class I facility and which also perform minimal processing. Class III facilities are recycling facilities which may perform any activity permitted in a Class II facility and which engage in composting.

143.1-5. License fees for recycling facilities shall be as follows:

Class I: \$50.00 per year

Class II: \$75.00 per year

Class III: \$100.00 per year

License fees shall not be prorated.

143.1-6. Licenses issued under this Chapter shall be effective on July 1 and shall expire on the thirtieth day of June following their date of issuance. No license issued under this Chapter shall be transferable or assignable.

143.1-7. Facilities licensed under this Chapter shall collect, process and store only recyclable materials as defined in Section 143.1-1.

143.1-8. Recyclable materials shall be segregated and stored in receptacles constructed of materials approved by the Commissioner. Newsprint, paper, corrugated paper and cardboard shall be stored in closed containers, and storage of such material shall comply with all applicable provisions of the Municipal Code, including all ordinances relating to fire prevention.

143.1-9. Receptacles in Class I and II Recycling Facilities shall be clearly marked with the type of recyclable material to be deposited. Letters shall not be less than three inches high. No material other than that specified on a receptacle shall be deposited therein.

143.1-10. The area surrounding receptacles for the temporary storage of recyclable materials shall at all times be maintained in a clean and sanitary manner. No recyclable materials or waste materials of any kind shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

143.1-11. Storage of recyclable material within a completely enclosed building shall be permitted subject to the building and fire regulations of the Municipal Code.

143.1-12. No recyclable materials shall be stored at any recycling facility for longer than sixty days. Each licensee under this Chapter shall maintain records which indicate the quantity and type of recyclable materials received, the date on which they were received, and the date of disposition. Such records shall be open to inspection by the Commissioner or his authorized agent during normal business hours and at other times upon reasonable notice.

143.1-13. Recycling facilities shall be inspected by the owner or operator or an employee of the facility at least once every twenty-four (24) hours.

143.1-14. In addition to any other requirements under the Municipal Code, recycling facilities licensed under this Chapter shall meet the following requirements:

(A) Receptacles for the storage of recyclable materials and any processing equipment shall be located on paved or concrete surfaces only or completely enclosed within a building.

(B) Adequate parking and driveway facilities shall be provided in accordance with the Chicago Zoning Ordinance.

(C) Each facility shall have a sign, clearly visible to the public, which states the name, address and telephone number of the licensee, the type of recyclable materials accepted, and the hours during which the facility shall be open to the public.

143.1-15. Nothing contained in this Chapter shall apply to the recycling or recovery of waste materials by a manufacturer for reuse in manufacturing process, or to the purchase of recycled materials by a manufacturer for use as a raw material in a manufacturing process.

143.1-16. The Commissioner shall promulgate rules and regulations to implement the provisions of this Chapter. Such rules and regulations shall be effective ten days after publication in a newspaper of general circulation within the city.

143.1-17. Any violation of any of the provisions of this Chapter or any of the rules and regulations promulgated hereunder may constitute grounds for revocation or suspension of the license. The Commissioner shall send to the licensee Notice to Show Cause why the license should not be revoked or suspended. The Notice to Show Cause shall set forth the nature of the violation and shall be sent to the licensee by certified mail, return receipt requested, to the last known mailing address of the licensee. The licensee may request a hearing within ten (10) days of the date of mailing of the notice. If the licensee fails to request a hearing, or if he fails to show why the license ought not to be revoked or suspended, the Commissioner may enter an order revoking or suspending the license for a specified period. In the event that the violation constitutes or poses a substantial threat to the public health, safety and welfare, the Commissioner may order a temporary suspension of the license for a period not to exceed ten (10) days. Notice of the temporary suspension and the grounds therefore shall be immediately sent or delivered to the licensee. The licensee shall have an opportunity for a hearing prior to the expiration of the ten (10) day suspension.

143.1-18. Any person who violates any of the provisions of this Chapter shall, upon conviction thereof, be fined not less than \$100.00 nor more than \$300.00 for a first offense, nor less than \$300.00 nor more than \$500.00 for each second and subsequent offense within a 180 day period. Each day that a violation of any of the provisions of this Chapter shall continue shall be deemed a separate and distinct offense.

143.1-19. If any provision, clause, sentence, paragraph, section, or part of this Chapter, or application thereof to any person or circumstance 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 Chapter and the application of such provision to other persons 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 circumstance involved. It is hereby declared to be the legislative intent of the City Council that this Chapter would have been adopted had such invalid provision or provisions not been included.

SECTION 2. Section 143-1 of the Municipal Code be and hereby is amended by adding thereto the paragraph in italics as follows:

143-1. The word "junk", is hereby defined to mean and include old iron, chain, brass, copper, tin, lead, or other base metals, old ropes, old bags, rags, waste paper, paper clippings, scraps or woolens, clips, bagging, rubber and glass, and empty bottles of different kinds and sizes when the number of each kind or size is less than one gross, and

all articles and things discarded or no longer used as a manufactured article composed of, or consisting of, any one or more of the materials or articles herein mentioned.

* * * * *

The terms "junk dealer" and "junk peddler" shall not include any person licensed to operate a recycling facility under Chapter 143.1 of this Code. The terms "junk store", "junk yard" and "junk wagon" shall not apply to any recycling facility licensed under Chapter 143.1 of this Code, or to any vehicle or equipment used in connection therewith.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Action Deferred -- MUNICIPAL CODE CHAPTER 17 AMENDED
CONCERNING REGULATION OF SOLID WASTE
HANDLING FACILITIES.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report:

CHICAGO, February 11, 1987.

To the President and Members of the City Council:

Your Committee on Energy, Environmental Protection and Public Utilities, to which was referred a substitute ordinance amending Chapter 17 of the Municipal Code regulating solid waste handling facilities, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance, as amended, transmitted herewith.

This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) BOBBY L. RUSH,
Chairman.

Aldermen Vrdolyak and Hutchinson introduced the following amendment to the said proposed ordinance:

"I hereby move to amend the ordinance amending the Municipal Code of Chicago concerning the operation of sanitary landfills in the City of Chicago by adding the language italicized as follows to Section 17-6.4(f):

Provided further, however, that the Commissioner is permanently barred from issuing any permit for new construction or expansion of any sanitary landfill or liquid waste handling facility, which utilizes deep well injection or landfill as a means of waste disposal, in the 9th and 10th Wards of the City of Chicago."

Alderman Evans and Alderman D. Davis *Deferred* and ordered published the foregoing proposed amendment and the said proposed ordinance.

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

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution and may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The City Council finds that the creation, expansion and operation of sanitary landfills, liquid waste handling facilities, transfer stations and resource recovery facilities are matters affecting the public health, safety and welfare; and

WHEREAS, The City Council finds further that for the protection of the public health, safety and welfare it is necessary to extend the moratorium on the expansion of landfills previously enacted and to pass legislation reflecting the findings and policy recommendations from the comprehensive review and research of the hazards to public health from landfills and other waste treatment facilities; now, therefore,

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

SECTION 1. Section 17-1.11 of the Municipal Code is hereby amended by deleting the language contained in brackets, adding the language in italics and inserting the new definitions italicized in their proper alphabetical sequence:

Dispose: To discharge, deposit, inject, dump, spill, leak or place any waste into or on any land or water or into any well so that such waste or any constituent thereof may enter the environment or be emitted into the air or be discharged into any water, including ground waters.

End Use Plan: A plan describing the proposed utilization of the site after terminating use of the facility on the site as a sanitary landfill, resource recovery facility, or transfer station.

[Garbage: Animal and vegetable matter such as that originating in houses, kitchens, restaurants, hotels, produce markets, food service, processing establishments, greenhouses, solid wastes from the preparation, cooking and dispensing of food and from the handling, storage or sale of meat, fish, fowl, fruit or vegetables and condemned food.]

Garbage: Waste resulting from the handling, processing, preparation, cooking and consumption of food or wastes from the handling, processing, storage and sale of produce.

Hazardous Waste: A waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating reversible, illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed, and which has been identified, by characteristics or listing, as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580 as amended, or pursuant to regulations promulgated by the Illinois Pollution Control Board.

Incinerator: [Combustible apparatus] An enclosed device using controlled flame combustion designed for high temperature operation in which [solid, semi-solid, liquid or gaseous] combustible wastes are ignited and burned efficiently [and from which] so that the solid residues contain little or no combustible materials and for which a current annual Certificate of Operation has been obtained.

Industrial Process Waste: Any waste generated as a direct or indirect result of the manufacture of a product or the performance of a service. Any such waste which would pose a present or potential threat to human health or to the environment or with inherent properties which make the disposal of such waste in a landfill difficult to manage by normal means is an industrial process waste. "Industrial Process Waste" includes but is not limited to spent pickling liquors, cutting oils, lubricants or chemical catalysts, distillation bottoms, etching acids, equipment cleaning residue, paint sludges, incinerator ashes, core sands, metallic dust sweepings, asbestos dust, hospital pathological wastes and off-specification, contaminated or recalled wholesale or retail products. Specifically excluded are uncontaminated packaging materials, uncontaminated machinery components, general household waste, landscape waste and construction or demolition debris.

Landscape Waste: Grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

Leachate: [Leachate includes] Any liquid, including any suspended components in the liquid, that has come in contact with or, percolated through, or drained from waste materials. [and has extracted or dissolved substances therefrom.]

Liquid Waste Handling Facility: [Includes those facilities engaged in the commercial disposal of liquid waste by treating, processing, incinerating, deep well injection or landfilling without creating nuisance or hazards to the public health, safety or welfare.] *A facility which treats or disposes of liquid waste, liquid special waste or liquid hazardous waste.*

Municipal Waste: *Garbage, general household and commercial waste, landscape waste and construction or demolition debris.*

[Other Waste: Decayed wood, sawdust, shavings, bark, lime, refuse, ashes garbage, offal, oil, tar, chemicals, and all other substances except sewage and industrial waste.]

Owner or operator: *Any person who has legal title to any premises, who has charge, care or control of any premises, who is in possession of the premises or any part thereof, or who is entitled to control or direct the management of the premises.*

Recyclable Material: *Any aluminum or non-ferrous scrap, bi-metal or tin cans, glass and paper products, rubber, textiles, landscape waste or plastic products such as polyethylene terephthalate, high density polyethylene, low density polyethylene, polystyrene, or polypropylene.*

Recycling: *The collection of recyclable materials, temporary storage and minimal processing of recyclable materials for the purpose of marketing that material for use as a raw material in a manufacturing process or reuse as consumer products.*

Recycling Facility: *Any building, portion of a building or area in which recycling is performed.*

Refuse: [includes] *Garbage and rubbish. [and trade wastes.]*

Resource Recovery Facility: *A facility using non-hazardous solid waste as fuel in a process specifically designed for the purpose of waste disposal, waste processing or volume reduction and which produces thermal energy or electricity as a by product.*

[Sanitary Landfill: The disposal of refuse on land without creating nuisances or hazards to the public health, safety or welfare, by confining the material to the smallest practical volume and covering it, when appropriate, with a layer of each or inert material at the conclusion of each day's operations or such more frequent intervals as may be necessary.]

Sanitary Landfill: *A facility originally permitted under this Chapter and operating prior to January 1, 1985, and permitted by the Illinois Environmental Protection Agency for the disposal of waste on land without creating nuisances or hazards to public health.*

[Solid Waste or Wastes: All putrescible or non-putrescible solid and semi-solid wastes, such as refuse, garbage, rubbish, paper, ashes, industrial wastes, demolition or construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid waste, and other

discarded solid and semi-solid and also includes liquid wastes disposed of in conjunction with solid wastes at solid waste transfer stations or disposal sites, but excludes:

- (1) sewage collected and treated in a municipal or regional sewage system, or
- (2) materials or substances having commercial value which have been salvaged for reuse.]

Special Waste: Any industrial process waste, pollution control waste or hazardous waste.

Trade Secret: Any scientific or technical information, design, process, procedure, formula or improvement, or business plan which is secret in that it has not been published or disseminated or otherwise become a matter of general public knowledge, and which has competitive value.

[Trade Wastes: All solid or liquid materials or rubbish resulting from construction, building operations, or the prosecution of any business, trade or industry such as, but not limited to, plastic products, chemicals, cinders and other forms of solid or liquid waste materials.]

Treatment: Any method, technique, or process designed to change the physical, chemical or biological character or composition of any waste so as to neutralize such waste, or to render such waste non-hazardous, safer for transport, amenable for recovery, or reduced in volume.

[Transfer Station: Those facilities utilized to receive solid wastes, temporarily store, separate, convert or otherwise process the materials in the solid wastes, or to transfer solid wastes directly from smaller to larger vehicles for transport to their final place of disposition.]

Transfer Station: A facility for the transfer and packing of solid waste from smaller collecting vehicles to larger transport vehicles.

Waste: Any discarded or abandoned material in solid, semi-solid, liquid or contained gaseous form, including but not limited to, industrial process waste, hazardous waste, municipal waste, special waste, garbage, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, but excludes:

- (1) sewage collected and treated in a municipal or regional sewage system, or
- (2) recyclable materials.

SECTION 2. Section 17-1.12 of the Municipal Code is hereby amended by deleting the first paragraph thereof and substituting therefor the paragraph in italics and by adding the italicized language and deleting the language in brackets:

17-1.12. *Fees for the inspection of plans and issuance of permits for the installation, erection, construction, reconstruction, alteration of, or addition to any facility required to obtain a permit for operation under this Chapter shall be as follows:*

Sanitary Landfill:

Annual permit fee

25 acre tract or less	\$5,000.00
More than 25 acres but less than 50	\$10,000.00
50 acres or more but less than 75 acres	\$13,600.00
75 acres or over	\$20,000.00

Resource Recovery Facility

<i>Design capacity of 250 tons per day or less</i>	<i>\$5,000.00</i>
<i>Design capacity of more than 250 tons per day but less than 750 tons per day</i>	<i>\$10,000.00</i>
<i>Design capacity of more than 750 tons per day but less than 1,250 tons per day</i>	<i>\$20,000.00</i>
<i>Design capacity of more than 1,250 tons per day</i>	<i>\$25,000.00</i>

SECTION 3. Section 17-1.22 of the Municipal Code is hereby amended by deleting the language contained in brackets and adding the language in italics:

17-1.22. It shall be unlawful for any person to install or to construct any [new] liquid waste handling facility, [industrial liquid waste handling facility or hazardous or toxic waste handling facility], *resource recovery facility, incinerator, sanitary landfill, or any facility that disposes or treats any waste in the City of Chicago* [or such facility that will cause the pollution of air, waters or water courses, sewers or land, within or adjoining the City of Chicago, for the final or ultimate disposal site of such wastes] without having *first* obtained a written permit from the Commissioner. No changes, additions, *expansions*, or extensions to any such [existing] facility [for disposal] shall be made without having *first* obtained a written permit [for the same] from the Commissioner.

Any operation at any such facility which exceeds or does not comply with the plans and specifications for the facility reviewed and approved by the Commissioner pursuant to the permit application, or which violates any of the conditions imposed by the permit, or which violates any provisions of this Chapter or regulations promulgated hereunder will constitute grounds for revocation of the permit.

SECTION 4. Section 17-1.27 of the Municipal Code is hereby amended by deleting the paragraph in its entirety and adding the language in italics:

17-1.27. Any application filed pursuant to Section 17-1.21 shall be approved or rejected within 15 days after it is filed in the Office of the Commissioner. A permit for a fuel burning, combustion or process equipment or device shall be issued if (a) the plans and specifications comply with the provisions of this Chapter and the rules and regulations promulgated hereunder; b) applicable permit fees are paid; c) the operation of the equipment or device will not result in emission of smoke, particulate or other matter in excess of the maximum limitations established by or under this Chapter. The issuance of a permit for any fuel-burning, combustion or process equipment or device may be conditioned upon operational requirements including restrictions on type of fuel or emission control devices to be utilized.

SECTION 5. Section 17-1.28 of the Municipal Code of Chicago is hereby amended by deleting the paragraph in its entirety and adding the language in italics:

17-1.28. (a) Any trade secret reported to or otherwise obtained by the Department in connection with any examination, inspection, or proceeding under this Chapter, shall be considered confidential;

(b) The Commissioner shall adopt regulations which prescribe: (1) procedures for evaluating whether a device, material, or process is a trade secret; and (2) procedures to protect the confidentiality of a trade secret.

SECTION 6. Section 17-1.34 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

17-1.34. Proof of Responsibility will be required in the following enumerated instances, in the forms specified:

1. If the proposed plans and specifications submitted pursuant to Section 17-1.24 are not sufficiently complete in the judgment of the Commissioner to show that the equipment or device for which such plans and specifications were submitted can consistently comply with and can be operated within the provisions of this Chapter, either because the design or process is unconventional or untried, or because the person has elected to omit confidential details or because there are insufficient data on which to estimate the pollution potential, the Commissioner is authorized to require as a condition precedent to the issuance of an installation permit or certificate of operation, proof of financial responsibility and of ability to make any changes that may be required after construction to insure compliance with the provision of this Chapter. Such proof, in the discretion of the Commissioner, may be a written statement to such effect signed by the owner or a responsible officer of a financially sound organization, or a written

guarantee of performance signed by a responsible supplier or contractor or other responsible person. The responsibility of any such person or soundness of any such organization shall be a matter within the judgment of the Commissioner subject to the right of appeal.

The Commissioner may require any [such person as] owner, [lessee] operator, [supplier,] contractor, [vendor] or other person to file with the Commissioner a surety bond [running to] *for the benefit of the City of Chicago* in [the] a sum [or] not to exceed \$100,000 . [executed by such person or persons as principal and two or more sureties, or a surety company authorized to do business in this state said] *The bond [to] shall be [approved] subject to the approval of the City Comptroller and the Corporation Counsel as to form and amount . [in accordance with the provisions of this code,] The purpose of the bond is to assure [assuring] compliance with the [conditions of the permit] provisions of this Code and the rules and regulations promulgated hereunder, and to secure payment of the City's expenses in correcting any dangerous condition or defect existing in the equipment or process or in responding to any emergency created as a result of the equipment, process or operation. [and any agreement or guarantee and ability to make changes necessary for compliance with the provisions of this Chapter.]*

2. Prior to the issuance of a permit for liquid waste handling facilities, sanitary landfills, [or] transfer stations, *resource recovery facilities or recycling facilities*, [the Commissioner shall require the posting of] *the applicant shall post [a \$100,000] an indemnification bond [with good and sufficient sureties] approved by the City Comptroller and the Corporation Counsel. The [posting] purpose of such bond [assures that the said] is to assure that the applicant will comply with the [regulations] provisions of this code and the rules and regulations promulgated hereunder, [of the Commissioner pertaining to the dumping, treating, incinerating, processing and transferring of the materials described in Section 17-6.2.] and to secure payment of the City's expenses incurred in correcting any dangerous condition or defect existing in such facility or in responding to any emergency created as a result of the operation of the facility.*

No indemnification bond shall be required of the City of Chicago. [Prior to the issuance of said permits, the Commissioner may request the approval of such application by any other department of the City of Chicago.]

Indemnification bonds shall be provided in the following amounts:

<i>Liquid Waste Handling Facility</i>	<i>\$250,000</i>
<i>Sanitary Landfill</i>	<i>\$250,000</i>
<i>Transfer Station</i>	<i>\$25,000</i>
<i>Resource Recovery Facility</i>	<i>\$250,000</i>
<i>Recycling Facility</i>	<i>\$5,000</i>

SECTION 7. Chapter 17 of the Municipal Code of Chicago is hereby amended by repealing Sections 17-6.2 through 17-6.9 in their entirety and enacting new Sections 17-6.2 through 17-6.10 to read in italics as follows:

17-6.2. No solid or liquid waste shall be treated or disposed of within the City of Chicago except in accordance with this Chapter. Wastes shall be treated or disposed of in the following manner:

(a) An incinerator or resource recovery facility which meets the air quality standards, operating standards, and monitoring requirements established by this Chapter may treat municipal waste; provided, however, incinerators and resource recovery facilities designed to dispose of or treat special waste or hazardous waste shall operate in conformance with the Federal Resource Conservation and Recovery Act of 1976, P.L. 94-580, as amended, and the Illinois Environmental Protection Act, P.A. 76-2429, as amended.

(b) A liquid waste handling facility which meets the operating standards established by this Chapter may dispose of or treat non-nuclear liquid waste; provided, however, liquid waste handling facilities designed to dispose of or treat special or hazardous liquid waste shall operate in conformance with the Illinois Environmental Protection Act, P.A. 76-2429, as amended, and applicable federal law and regulations.

(c) A recycling facility may handle any recyclable materials as defined in this Chapter.

(d) A sanitary landfill may dispose of or treat municipal waste, or any other waste permitted in a sanitary landfill under the Illinois Environmental Protection Act, P.A. 76-2429, as amended. No hazardous waste or radioactive waste may be disposed of in a sanitary landfill within the corporate limits of the City of Chicago.

(e) A transfer station may handle municipal waste solely for the purpose of transferring that waste from smaller vehicles to larger vehicles for disposal elsewhere.

No person shall (1) cause or allow the open dumping of any waste, (2) abandon or dispose of any waste upon public property, except in a sanitary landfill approved by the Illinois Environmental Protection Agency and the Commissioner, (3) dispose, treat, abandon or transport any waste, except at a site or facility which meets the requirements of the Illinois Environmental Protection Act and which is permitted pursuant to this Chapter.

Disposal or treatment of any waste without a permit is hereby declared to be a nuisance.

17-6.3. The Commissioner is hereby authorized and directed to promulgate such rules and regulations as are necessary to effectuate the purpose of this Chapter.

17-6.4. (A) Application for a permit to operate a liquid waste handling facility, incinerator, resource recovery facility or incinerator, sanitary landfill or transfer station shall be accompanied by the following:

- 1) *written consent of the owner of the property or his authorized agent;*
- 2) *evidence of payment of real property taxes or evidence of exemption;*
- 3) *approval of the Zoning Board of Appeals;*
- 4) *plot plan;*
- 5) *general layout of the facility and equipment;*
- 6) *survey;*
- 7) *legal description of the property;*
- 8) *location of utilities;*
- 9) *type of waste handled, disposed of or treated;*
- 10) *estimated quantity of waste received, treated and disposed of per day;*
- 11) *water pumping equipment;*
- 12) *fire prevention measures;*
- 13) *security equipment;*
- 14) *emergency procedures in event of equipment failure;*
- 15) *emergency communication system;*
- 16) *first aid equipment;*
- 17) *drawings and specifications for all structures and fixed equipment;*
- 18) *device, apparatus or process used in the facility;*
- 19) *storage capacity;*
- 20) *water drainage;*
- 21) *transportation analysis, including means of access and egress from the facility;*
- 22) *parking facilities;*
- 23) *employee facilities;*
- 24) *rodent control;*

- 25) *method of screening or fencing the facility from surrounding area;*
- 26) *method for treatment of odors;*
- 27) *end use plan;*
- 28) *proposed buffer zone;*
- 29) *environmental assessment as provided in the Chicago Zoning Ordinance, Chapter 194A.*

(B) An application for a permit for a liquid waste handling facility shall be accompanied by the information required in Section 17-6.4A, and, in addition, the following:

- 1) *monitoring well locations;*
- 2) *monitoring frequency;*
- 3) *soil composition;*
- 4) *number of acid suits;*
- 5) *plans for safety dikes;*
- 6) *composition and method of construction of pit liners.*

(C) An application for a permit for a sanitary landfill shall be accompanied by the information required in Section 17-6.4(A) and, in addition, the following:

- 1) *monitoring well locations;*
- 2) *monitoring frequency;*
- 3) *soil composition;*
- 4) *composition and method of construction of pit liners;*
- 5) *type of cover;*
- 6) *fill direction;*
- 7) *proposed grade landfill;*
- 8) *leachate collection method and procedure;*
- 9) *methane recovery systems;*
- 10) *method of erosion control.*

(D) *An application for a permit for a transfer station shall be accompanied by the information required in Section 17-6.4(A), and, in addition, the following:*

- 1) *type of vehicles used;*
- 2) *name and location of all solid waste disposal facilities to which waste from the station will be hauled;*
- 3) *method of volume reduction utilized;*
- 4) *method of curtailing windblown materials;*
- 5) *daily cleanup procedures.*

(E) *An application for a permit for an incinerator or resource recovery facility shall be accompanied by the information required in Section 17-6.4(A) and, in addition, the following:*

- 1) *air pollution control devices or measures;*
- 2) *method of ash disposal;*
- 3) *location of site for ash disposal;*
- 4) *front end recycling plans for feasible and optimal recovery of materials.*

(F) *If the Commissioner determines that the application meets the applicable requirements of the Municipal Code, and if the applicant has filed the bond required by Section 17-1.34, and paid the appropriate fees, the Commissioner shall issue the appropriate permit; provided, however, that prior to February 1, 1989, notwithstanding any other provision of this Chapter, no permit shall be issued nor modification of any permit allowed for the expansion of any sanitary landfill or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal.*

17-6.5. All sanitary landfills, incinerators, resource recovery facilities and liquid waste handling facilities located within the City shall operate in compliance with the federal Resource Conservation and Recovery Act of 1976, P.L. 94-580, as amended; the Illinois Environmental Protection Act, P.A. 76-2429 as amended; and with all rules and regulations promulgated under those statutes.

17-6.6. Owners or operators of sanitary landfills, incinerators, resource recovery facilities, or liquid waste handling facilities in the City of Chicago who are required to file with the Illinois Environmental Protection Agency or the Illinois Pollution Control Board any report or plan pursuant to regulation of that authority shall maintain a copy of each report or plan so filed on the premises within the corporate limits of the City. Said reports or plans shall be available to the Commissioner or his authorized agent for inspection at all times during normal business hours and upon reasonable notice at other times to insure compliance with this Chapter. Owners or operators of sanitary landfills, resource recovery facilities, liquid waste handling facilities and incinerators shall also report,

monthly on forms provided by the Commissioner, the total volume in cubic yards of incoming waste materials.

17-6.7. *Operational Requirements. Sanitary landfills permitted under this Chapter shall comply with the following requirements:*

(A) *Drainage. Sanitary landfills shall be designed and operated to insure proper drainage, to minimize flooding or standing water and to prevent runoff onto adjacent property and runoff onto the facility.*

(B) *Fill. All solid or liquid waste which is disposed of in a sanitary landfill shall be compacted in layers. The layers of compacted material shall not exceed eight feet in height for each lift. Where the trench system of sanitary landfill is used, successive parallel trenches shall be at least twenty feet apart.*

(C) *Cover. All solid or liquid waste disposed of in a sanitary landfill shall be covered by at least six inches of cover daily or more frequently as specified in the permit. Landfilled materials shall be leveled and spread at sufficient intervals to prevent unsightly appearance or rodent harborage and shall have a final cover compacted to a depth of not less than twenty-four inches upon closure.*

(D) *Grade. The final grade of each sanitary landfill shall be determined by the Commissioner, and each permit for a sanitary landfill issued under this Chapter shall specify the grade to which the disposal of waste is authorized.*

(E) *Erosion Control. Erosion Control measures shall be implemented once the height of a sanitary landfill reaches ten feet above Chicago City Datum.*

(F) *Monitoring: Groundwater monitoring wells, at least two of which shall be located upgrade from the facility and four of which shall be located downgrade from the facility shall be sampled quarterly. All samples shall be analyzed and shall be consistent with regulations issued under the Illinois Environmental Protection Act, P.A. 76-2429. The results of such sampling and analyses shall be sent to the Commissioner no later than 45 days after sampling.*

(G) *Liners: Each trench or the entire landfill, if the trench system is not used, shall have a liner installed prior to commencement of operation in order to minimize the potential for migration of leachate from the site.*

(H) *Leachate Collection: A leachate collection system shall also be installed prior to commencement of operation. The leachate shall be analyzed by the owner or operator two (2) times per year, and the analyses submitted to the Commissioner. Such analyses shall test for all conventional and toxic pollutants designated by the United States Environmental Protection Agency under the Federal Clean Water Act.*

17-6.8. *All Class III Recycling Facilities, sanitary landfills, incinerators, resource recovery facilities and liquid waste handling facilities, or transfers shall be visually screened from view and shall have buffer zones, as provided in the Chicago Zoning Ordinance, Chapter 194A.*

17-6.9. Nothing in this Chapter shall be construed to relieve any person receiving a permit hereunder from compliance with any other provisions of the Municipal Code.

17-6.10. Inspections of liquid waste handling facilities, recycling facilities, incinerators, resource recovery facilities, sanitary landfills, and transfer stations shall be under the jurisdiction of the Commissioner.

17-6.11. (a) Any person who violates Sections 17-6.2, 17-6.5, 17-6.7 or 17-6.8 of this article may be punished by a fine of Five Hundred Dollars (\$500.00). Each day that a violation continues shall constitute a separate and distinct offense.

(b) Any person who disposes of hazardous waste or radioactive waste in violation of this Chapter commits an offense that may be punishable as a misdemeanor by incarceration in a penal institution other than a penitentiary for a period not less than thirty (30) days and not more than six (6) months under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, Ill. Rev. Stat. Ch. 46, §1-2-1.1 (1985) as amended, and in the Illinois Code of Criminal Procedure, Ill. Rev. Stat. Ch. 38, §100-1 et. seq. (1985) as amended.

SECTION 8. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person or circumstance 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 provisions to other persons 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 invalid provision or provisions not been included.

SECTION 9. This ordinance shall be in full force and effect from and after its passage and publication.

Proposed amendment presented by Aldermen Vrdolyak and Hutchinson, amending Section 17-6.4(f):

Provided further, however, that the Commissioner is permanently barred from issuing any permit for new construction or expansion of any sanitary landfill or liquid waste handling facility, which utilizes deep well injection or landfill as a means of waste disposal, in the 9th and 10th Wards of the City of Chicago.

COMMITTEE ON HOUSING.

APPROVAL GIVEN FOR SALE OF LAND IN LINCOLN
PARK CONSERVATION AREA (PARCEL C-4).

The Committee on Housing submitted the following report:

CHICAGO, February 9, 1987.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on January 16, 1987) authorizing the Mayor to approve and authorize:

A proposed ordinance transmitted with a communication signed by Mayor Harold Washington, approving the sale of land in the Lincoln Park Conservation Area, (Parcel C-4) located at 742--758 West North Avenue to Yondorf Partners.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Parcel C-4 consists of a 29 foot strip of land located along 742--758 West North Avenue, including the front 33 feet of Yondorf Hall, a building listed on the National Register of Historic Places and contains 5,238.54 square feet; and

WHEREAS, The Department of Urban Renewal proposes to accept an offer to purchase said parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 86- DUR-74 adopted by the Department of Urban Renewal on November 18, 1986, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Amendment No. 5 to the Lincoln Park Conservation Plan allows for the sale of Parcel C-4 provided that Yondorf Hall is rehabilitated and restored and that a five-foot strip be rededicated to the City if the existing building were to be demolished; and

WHEREAS, The redeveloper has proposed to redevelop the property with commercial reuse including the rehabilitation/restoration of Yondorf Hall in accordance with the Lincoln Park Conservation Plan, as amended; and

WHEREAS, The rehabilitation of the structure must be in conformance with the United States Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and site plans will be subject to the review and approval process of the Federal Advisory Council on Historic Preservation; and

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

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

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

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

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Yondorf Partners, an Illinois Partnership to be formed	C-4	5,238.54 including 33 feet of the Yondorf Hall building	N/A	\$83,000.00

SECTION 2. No sale shall be consummated until the site plans have been reviewed and approved by the Federal Advisory Council on Historic Preservation and the proposed rehabilitation of the structure is in conformance with the United States Secretary of the

Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

SECTION 3. No sale shall be consummated until the Mayor has certified completion of all environmental review grant conditions in accordance with the United States Department of Housing and Urban Development's Community Development Block Grant Environmental Review Procedures.

SECTION 4. The Mayor is authorized to execute, and the City Clerk to attest to a deed of conveyance for the property described in Section 1 above.

SECTION 5. This ordinance shall be in effect upon its passage and approval.

APPROVAL GIVEN FOR SALE OF LAND IN COMMERCIAL
DISTRICT PROJECT ROOSEVELT-KOSTNER
(PARCELS 1 AND 2).

The Committee on Housing submitted the following report:

CHICAGO, February 9, 1987.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on January 16, 1987) authorizing the Mayor to approve and authorize:

A proposed ordinance transmitted with a communication signed by Mayor Harold Washington, approving the sale of Parcels 1 and 2 in Commercial District Project Roosevelt-Kostner to Chick's Auto Center, Inc.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Roosevelt-Kostner heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase certain parcels of land, made by Chick's Auto Center, Inc., as set forth in Resolution No. 86-CDDC-22, adopted by the Commission on November 18, 1986, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago, for its approval; and

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

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of certain parcels of land in Commercial District Development Project Roosevelt-Kostner, as identified on a Disposal Parcel Map for said Project is hereby approved as follows:

Purchaser	Parcel	Square Feet	Sq. Ft. Price	Total Price
Chick's Auto	1	24,709.3	\$1.00 +	\$35,000.00
Center, Inc.	2	10,005.6		
	TOTAL	34,714.9	\$1.00 +	\$35,000.00

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

Parcel 1 Is Legally Described As Follows:

Lots 17 Through 24, Both Inclusive, In Block 4 In D. S. Place's Third Addition To Chicago, A Subdivision Of The East 1/2 Of The Southwest 1/4 Of Section 15, Township 39

North, Range 13 East Of The Third Principal Meridian, Lying South Of The Right Of Way Of The Chicago And Great Western Railroad (Except The East 33 Feet Thereof), In Cook County, Illinois.

Parcel 2 Is Legally Described As Follows:

Lots 4, 5, 6 And The East 5 Feet Of Lot 7 In Block 4 In D. S. Place's Third Addition To Chicago, Being A Subdivision Of The East 1/4 Of The Southwest 1/4 In Section 15, Township 39 North, Range 13, East Of The Third Principal Meridian, Lying South Of The Right Of Way Of The Chicago Great Western Railroad (Except The West 33 Feet Thereof), In Cook County, Illinois.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest, a contract for the sale of land and redevelopment and a deed of conveyance for the property described in Section 1, above.

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

APPROVAL GIVEN FOR TRANSFER OF INTEREST IN
CENTRAL WEST URBAN RENEWAL PROJECT
(PARCEL R-13(b)).

The Committee on Housing submitted the following report:

CHICAGO, February 9, 1987.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on February 3, 1987) authorizing the Mayor to approve and authorize a proposed ordinance transmitted with a communication signed by Mayor Harold Washington, approving a transfer of interest in Parcel R-13(b) in the Central West Urban Renewal Project (located at 1505 West Jackson Boulevard).

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Central West heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Board of the Department of Urban Renewal by Resolution No. 83-DUR-27, adopted on March 24, 1983, and the City Council, by ordinance adopted on March 7, 1984, approved the sale of Parcel R-13(b) in Project Central West to Dr. Peter Economou; and

WHEREAS, Parcel R-13(b) as identified by a plat of survey on file at the offices of the Department of Housing, is located at the rear of the property commonly known as 1505 West Jackson Boulevard and contains 1,597.87 square feet; and

WHEREAS, Said parcel was to have been developed as residential open space in conformance with the Central West Redevelopment Plan, as amended, by Dr. Peter Economou who was the owner of the residence at 1505 West Jackson Boulevard; and

WHEREAS, Prior to the sale of Parcel R-13(b), the residence located at 1505 West Jackson Boulevard was sold by Dr. Peter Economou to Frank A. and Adela N. Matarrese, as joint tenants; and

WHEREAS, Frank A. and Adela N. Matarrese have indicated that they would purchase and develop said parcel as residential open space and have submitted all required documentation to the Department of Housing; and

WHEREAS, The Department, by Resolution No. 86-DUR-64, adopted on September 16, 1986, proposes to accept the transfer of interest for Parcel R- 13(b), Project Central West, from Dr. Peter Economou to Frank A. and Adela N. Matarrese; and

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

approval of the governing body of the municipality in which the real property is located; and

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

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

SECTION 1. The approval of the sale of Parcel R-13(b) to Dr. Peter Economou on March 7, 1984, is hereby rescinded.

SECTION 2. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Redevelopment Project Central West is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Frank A. and Adela N. Matarrese	R-13(b)	1,597.87	\$1.75	\$2,796.27

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

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

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION.

CHAPTER 193 OF MUNICIPAL CODE AMENDED BY ADDITION OF NEW SECTION 193-5.1 CONCERNING DAMAGE TO PUBLIC PROPERTY.

The Committee on Human Rights and Consumer Protection submitted the following report:

CHICAGO, February 10, 1987.

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection having had under consideration a proposed ordinance (which was re-referred by the Committee on Committees, Rules, Appointments and Municipal Code Revision on January 14, 1987) amending Chapter 135 of the Municipal Code of Chicago, entitled Hardware Stores and Paint Stores (retail), by adding a new section in its proper numerical sequence concerning the sale of non-water soluble marking pens to any person under the age of eighteen years, begs leave to recommend that Your Honorable Body *Pass* the substitute proposed ordinance, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) MARION HUMES,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Chapter 193-5.1 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section in italics to read as follows:

Absent express permission to the contrary by the owner or other person having control thereof, it shall be unlawful for any person to possess a spray paint container, liquid paint or any marker containing a fluid which is not water soluble and has a point, brush, applicator or other writing surface of one-half inch or greater, in any public building or upon any public facility or private property with intent to use the same to deface the said building, facility or property.

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

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA SHOWN ON MAP NUMBER 14-H.

The Committee on Zoning submitted the following report:

CHICAGO, February 10, 1987.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to your committee on November 13, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-1 General Service District symbols and indications as shown on Map No. 14-H in the area bounded by

the south line of the right-of-way of Pennsylvania Railroad; South Wood Street; West 59th Street and South Honore Street,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

CHAPTER 194A, SECTIONS 8.3-4B, 8.3-7B AND 9.3-1B
OF MUNICIPAL CODE AMENDED BY ADDING
TAVERNS AS SPECIAL USE IN B4-1
TO B4-5 RESTRICTED SERVICE
DISTRICTS.

The Committee on Zoning submitted the following report:

CHICAGO, February 11, 1987.

To the President and Members of the City Council:

Your Committee on Zoning having had under consideration a proposed ordinance (referred January 16, 1987) to amend Chapter 194A, Sections 8.3-4B, 8.3-7B and 9.3-1B of the Municipal Code of Chicago by adding Taverns as a Special Use in B4-1 to B4-5 Restricted Service Districts, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance attached herewith.

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by deleting the language in brackets and adding the language in italics from the sections below as follows:

8.3-4B. (35) Restaurants, including live entertainment and dancing. Unenclosed or partially enclosed restaurants are expressly permitted, except that live entertainment

and dancing are not permitted in the unenclosed or partially enclosed areas. Liquor may be served [if incidental] *in conjunction* to the serving of food as the principal activity.

8.4-4.(6) Taverns, including live entertainment and dancing. Unenclosed or partially enclosed taverns are expressly permitted, except that live entertainment and dancing are not permitted in the unenclosed or partially enclosed areas.

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

MUNICIPAL CODE CHAPTER 17 AMENDED CONCERNING
REGULATION OF WASTE TREATMENT FACILITIES.

The Committee on Zoning submitted the following report:

CHICAGO, February 11, 1987.

To the President and Members of the City Council:

Your Committee on Zoning having had under consideration a proposed ordinance (referred January 23, 1985) to amend various provisions of the Chicago Zoning Ordinance to regulate the location of Waste Treatment Facilities and Recycling Facilities, begs leave to recommend that Your Honorable Body Pass the substitute proposed ordinance attached herewith.

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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. Section 3.2 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by deleting the language contained in brackets, adding the language in italics and adding, in proper alphabetical sequence, the following new definitions in italics as follows:

Buffer Zone. A "buffer zone" is any natural or undeveloped area or existing open space which separates transfer stations, resource recovery facilities, incinerators, sanitary landfills and Class III recycling facilities from surrounding uses.

Composting. "Composting" is a controlled process which transforms landscape waste into products useful as soil amendments.

Junk Yard. A "junk yard" is an open area where waste or scrap materials are bought, sold, exchanged, stored, baled, packed, disassembled, or handled, including but not limited to scrap iron and other metals, paper, rags, rubber tires, and bottles. A "junk yard" includes an auto wrecking yard, but does not include uses established entirely within enclosed buildings. A "junk yard" does not include recycling facilities as defined in this Chapter.

Liquid Waste Handling Facility. A facility which treats or dispose of liquid waste, liquid special waste or liquid hazardous waste.

Recyclable Material. "Recyclable Material" is any aluminum or non-ferrous scrap, bi-metal or tin cans, glass and paper products, rubber, textiles, landscape waste or plastic products such as polyethylene terephlate, high density polyethylene, low density polyethylene, polystyrene and polypropylene.

Recycling. "Recycling" is the collection, temporary storage, and minimal processing of recyclable materials for the purpose of marketing that material for use as a raw material in a manufacturing process or reuse as consumer products.

Recycling Facility. A "Recycling Facility" is any building, portion of building or area in which recycling is performed.

Recycling Facility, Class I. A "Recycling Facility, Class I" is a recycling facility where recyclable materials are temporarily stored or collected, or processed by manual separation.

Recycling Facility, Class II. A "Recycling Facility, Class II" is a recycling facility which, in addition to any activity permitted in a Class I Recycling Facility, engages in minimal processing of recyclable materials such as cleaning, bundling compacting or packing of recyclable materials.

Recycling Facility, Class III. A "Recycling Facility, Class III" is a recycling facility which, in addition to any activity permitted in a Class II Recycling Facility, performs composting.

Resource Recovery Facility. A "resource recovery facility" is a facility using non-hazardous solid waste as fuel in a process specifically designed for the purpose of waste disposal or volume reduction and which produces thermal energy or electricity as a by-product.

Sanitary Landfill. A "sanitary landfill" is a facility originally licensed under Chapter 17 of the Municipal Code and operating as amended prior to January 1, 1985 and the Illinois Environmental Protection Act for the disposal of waste on land without creating nuisances or hazards to the public health.

Transfer Station. A "transfer station" is a facility for the transfer and packing of solid waste from smaller collecting vehicles to larger transport vehicles.

SECTION 2. Section 8.4-4 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by adding the language in italics as follows:

8.4.4 Special Uses - B4-1 to B4-5 Restricted Service Districts.

- (1) Any special use allowed in the B3-1 to B3-5 Districts inclusive, (unless already permitted under Section 8.3-4).
- (2) Outdoor Amusement Establishments, Fair Grounds, Permanent Carnivals, Kiddie Parks, and Other Similar Amusement Centers, and including places of assembly devoted thereto such as stadiums and arenas shall be located in excess of 125 feet of a Residence District boundary.
- (3) Dwelling units may be established on the ground floor in B4-1 to B4-5 Districts only, subject to the front yard, side yard and rear yard provisions of the corresponding residential district: except for improved property, front yard, side yard and rear yard provisions may be otherwise permitted, subject to the provisions of Chapter 66 of the Municipal Code.
- (4) Automobile Sales when conducted in completely enclosed structure occupying less than 100 Ft. of frontage and no fender or body repair or painting is conducted.
- (5) Establishments of the "drive-in" or "drive-through" type offering goods or services directly to customers working in parked motor vehicles.
- (6) *Recycling Facilities, Class I.*

SECTION 3. Section 9.4-1 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by adding the language in italics as follows:

9.4-1. Special Uses--C1 to C5 Restricted Commercial Districts.

- (1) Any special use allowed in the B4-1 to B4-5 Districts inclusive (unless already permitted under Section 9.3-1).
- (2) Auto Laundries.

- (3) House Trailer Camps.
- (4) *Recycling Facilities, II and III.*
- (5) Stadiums, Auditoriums and Arenas, with a capacity of over 2,000 seats.
- (6) Theaters, Automobile Drive-in.
- (7) Riding Academies.
- (8) Stables, Horse.
- (9) Day care centers. Such use shall be consistent with Chapter 158 of the Municipal Code of Chicago, Day Care Center, provided however that, in addition, such use must be an accessory use clearly related to the principal use.
- (10) Hotels and Motels.

SECTION 4. Section 10.4-1 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, as amended on December 22, 1983, and published at pages 4217 to 4220 of the Journal of Proceedings of the City Council of said date, is hereby amended by adding the language in italics as follows:

10.4-1. Special Uses--M1-1 to M1-5 Restricted Manufacturing Districts.

- (1) House Trailer Camps.
 - (1a) Animal Hospitals and Animal Pounds.
- (2) Open or enclosed accessory off-street parking facilities, for the storage of private passenger automobiles, when located elsewhere than on the same zoning lot as the principal use served, and subject to the provisions of Section 10.16.
- (3) Park and Playgrounds.
- (4) Penal and Correctional Institutions.
- (5) *Recycling Facilities, Class I, II and III.*
- (6) Radio and Television Broadcasting Stations and Offices.
- (7) Railroad and Water Freight Terminals, Railroad Switching and Classification Yards, Repair Shops and Roundhouses.
- (8) Stadiums, Auditoriums, and Arenas.
- (9) Theaters, Automobile Drive-in.

- (10) Roof signs in excess of 50 feet in height from curb level.
- (11) Slaughtering Houses or Rendering Plants.
- (12) Outdoor Amusement Establishments, Fair Grounds, Permanent Carnivals, Kiddie Parks, and Other Similar Amusement Centers, and including places of assembly devoted thereto such as stadiums and arenas, which shall be located in excess of 125 feet from a Residence District boundary.
- (13) Day care centers in a one-story building or in a multi-story building of construction type I-A. Such use shall be consistent with Chapter 158 of the Municipal Code of Chicago, Day Care Center, provided however that, in addition, such use must be an accessory use clearly related to the principal use.
- (14) Transitional Shelters and Temporary Overnight Shelters, including below the second floor.

SECTION 5. Section 10.4-2 of the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

10.4-2 Special Uses--M2-1 to M2-5 General Manufacturing Districts.

- (1) Any use allowed as a special use in the M1-1 to M1-5 Districts inclusive, except house trailer camps.
- (2) Junk Yards.
- (3) Extraction of Gravel, Sand or other Raw Materials.
- (4) [Area for Dumping or Disposal of Garbage, Refuse, or Trash]

Liquid Waste Handling Facility.

- (5) Incinerators, Municipal.
- (6) Slaughter Houses.
- (7) *Resource Recovery Facilities.*
- (8) *Incinerators.*
- (9) *Transfer Stations.*
- (10) *Sanitary Landfills.*

SECTION 6. The Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, is hereby amended by adding thereto in its proper numerical sequence, new Sections 11.10-7.1, 11.10-7.2, 11.10-7.3 and 11.10-7.4 to read in italics as follows:

11.10-7.1. Additional Application Submission Requirements for Waste Handling Facilities. In addition to the information required under Section 11.10-3, the following information shall accompany any application for a variation in the nature of a special use for an incinerator, resource recovery facility, transfer station liquid waste handling facility, or sanitary landfill:

- (a) Surrounding Land Use Report which shall include a description of the nature and intensity of surrounding land uses and the anticipated impact of the proposed special use upon surrounding land uses and property values. The report shall also assess the number of existing and closed waste treatment and disposal facilities within a three mile radius of the proposed site and the proximity of the proposed facility to residences and schools.*
- (b) Environmental Assessment of Facility Siting which shall include a description of the physical, geographical, geological, and soil conditions of the site and surrounding area to assess the suitability of the site for the proposed special use. An analysis of the impact of the proposed special use upon the surrounding area and the dynamic physical environment, including but not limited to critical wild life habitats, fluvial systems, natural wetlands, air quality, water quality, flora and fauna, and public health shall be submitted. The assessment shall also evaluate potential risks and effects of accidental releases, fires or explosions on surrounding communities, and shall analyze alternatives to the proposed facility and address their costs and impact on the environment.*
- (c) End Use Plan describing the proposed utilization of the site after terminating use of the facility as sanitary landfill, resource recovery facility, liquid waste handling facility or transfer station.*

11.10-7.2. Additional Notice Requirements For Waste Treatment Or Disposal Facilities. (a) In addition to the filing requirements in Article IV of the Rules and Procedures of the Zoning Board of Appeals, an applicant for a variation in the nature of special use for any sanitary landfill, liquid waste handling facility, resource recovery facility, incinerator, or transfer station shall, not more than thirty (30) days before filing the application with the Zoning Board of Appeals, serve written notice either in person or by registered mail, return receipt requested, on the owner of all property within 500 feet in each direction of the property for which the special use is requested. The applicant shall furnish to the Zoning Board of Appeals a complete list containing the names and last known address of the owners of the property required to be served, the method of service and the names and addresses of the persons so served together with a written statement certifying that he has complied with this requirement.

(b) In addition to the notice of hearing requirements in Article IV of the Rules and Procedures of the Zoning Board of Appeals, the Secretary of the Zoning Board of Appeals shall, not more than thirty (30) nor less than fifteen (15) days before the hearing, cause to be published a notice of hearing in a newspaper of local circulation in the area in which the special use is to be located. No less than fifteen (15) days before the hearing the Zoning Board of Appeals shall also send written notice of the hearing to the alderman of the ward in which the facility is to be located, and to the Solid Waste Advisory Commission.

11.10-7.3. Standards For Waste Disposal And Treatment Facilities. In addition to the standards in Section 11.10-4, no special use for any waste disposal or waste treatment facility shall be granted by the Zoning Board of Appeals unless the special use:

- (1) is necessary to accommodate the waste removal needs of the area it is intended to serve;*
- (2) is located outside the boundary of the 100-year flood plain as determined by the Illinois Department of Transportation, or the site is flood-proofed to meet the standards and requirements of the Department of Transportation and is approved as flood-proofed by said Department;*
- (3) is designed to minimize the danger to the surrounding area from fires, spills or other operational accidents;*
- (4) is so designed and located as to minimize the impact on existing traffic flow in the surrounding area;*
- (5) is designed and proposed to be operated so as to minimize adverse impacts on air, land and water quality by using the best commercially available pollution control technology;*
- (6) is located and operated so as to minimize adverse affects on the economic development potential of the area, and on the value of surrounding property; and*
- (7) is so designed, located and proposed to be operated that the public health, safety and welfare will be protected.*

11.10-7.4. Guidelines for Evaluating Sites for Waste Treatment or Disposal Facilities. (a) In reviewing an application for a special use for any sanitary landfill, liquid waste handling facility, resource recovery facility or incinerator, the Zoning Board of Appeals shall consider the following factors:

- (1) The impact of the proposed facility on air, land and water pollution levels in the area;*
- (2) The physical characteristics of the land on which the facility is to be located;*
- (3) The number of existing and closed waste treatment facilities and disposal sites within a three mile radius of the proposed site;*
- (4) The proximity of the facility to residences and schools.*

(b) In reviewing an application for a special use for a sanitary landfill, the Zoning Board of Appeals shall evaluate whether the facility would meet the following criteria:

- (1) The operation of the proposed facility would not increase noise beyond levels permitted in Chapter 17 of the Municipal Code.*

- (2) *The site shall be designed to provide a buffer zone of at least 500 feet from the interior of the liner to the property line. Natural barriers, such as highways, rail lines or manufacturing uses may be included in taking the measurement.*
- (3) *The site shall be located in areas with fine grain soil or with soil or relatively low permeability.*
- (c) *In reviewing an application for a special use for an Incinerator or Resource Recovery Facility, the Zoning Board of Appeals shall evaluate whether the facility would meet the following criteria:*
 - (1) *The operation of the proposed facility would not increase noise beyond levels permitted in Chapter 17 of the Municipal Code.*
 - (2) *The operation of the proposed facility provides adequate monitoring and control of emissions of hazardous substances.*
 - (3) *The site shall be designed to provide a buffer zone of at least 100 feet.*

SECTION 8. If any provision, clause, sentence, paragraph, section, or part of this ordinance, or application thereof to any person or circumstance shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not effect, impair or invalidate the remainder of this ordinance and the application of such provisions to other persons 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 circumstance involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such invalid provision or provisions not been included.

SECTION 9. This ordinance shall be in full force and effect from and after passage and publication.

**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, February 10, 1987.

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, November 26 and December 10, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
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. 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 C3-5 Commercial Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by

the alley next north of and parallel to West Hubbard Street; a line 42 feet west of and parallel to North State Street; West Hubbard Street; and a line 80.83 feet west of and parallel to North State Street,

to those of a C3-6 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. 5-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 B4-3 Restricted Service District symbols and indications as shown on Map No. 5-F in the area bounded by

West Armitage Avenue; North Sedgwick Street; a line 72 feet south of West Armitage Avenue; and the alley next west of and parallel to North Sedgwick Street,

to those of a B2-3 Restricted 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. 8-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 B1-2 Local Retail District symbols and indications as shown on Map No. 8-G in the area bounded by

West 31st Street; South Halsted Street; a line 150.18 feet south of and parallel to West 31st Street; and the alley next west of and parallel to South Halsted Street,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 11-M.

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. 11-M in the area bounded by

a line 135 feet north of and parallel to West Eastwood Avenue; a line 353.5 feet west of and parallel to North Melvina Avenue; West Eastwood Avenue; and a line 449.5 feet west of and parallel to North Melvina 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. 24-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-1 Local Retail District symbols and indications as shown on Map No. 24-B in the area bounded by

a line 38 feet north of and parallel to East 103rd Street; the alley next east of and parallel to South Bensley Avenue; East 103rd Street; and South Bensley Avenue,

to those of a B2-1 Restricted 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. 24-C.

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. 24-C in the area bounded by

a line 118 feet north of East 100th Street; South Yates Avenue; East 100th Street; and a line 103.58 feet west of South Yates Avenue,

to those of 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.

JOINT COMMITTEE
COMMITTEE ON BUILDINGS.
COMMITTEE ON ZONING.

**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, February 10, 1987.

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 November 24,

December 10 and 18, 1986, January 14 and February 3, 1987) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

Respectfully 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, 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

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):

2400 South King Drive.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern and Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for removing an "Arco" I.D. sign and for the erection of "Phillips" I.D. sign over 24 feet in height and/or over 100 square feet (in area of one face) at 2400 South King Drive, Phillips Gas Service Station:

Dimensions: length 12 feet 0 inches, height 12 feet 0 inches
Height Above Grade/Roof to Top of Sign: 65 feet 0 inches
Total Square Foot Area: 144 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.

1600 South Halsted Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to G.R.C. Structures, Ltd., 1357 West 105th Street, Chicago, Illinois 60643, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1600 South Halsted Street, advertising; [property of Mr. and Mrs. Miguel Centeno, 553 West 36th Street, Chicago, Illinois 536-5539.]

Dimensions: length 60 feet 0 inches, height 20 feet 0 inches
Height Above Grade/Roof to Top of Sign: 75 feet 0 inches
Total Square Foot Area: 1,200 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.

2326 South Canal Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite Lite Sign Company, 1157 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2326 South Canal Street, Chinatown Furniture:

Dimensions: length 4 feet 0 inches, height 20 feet 0 inches
Height Above Grade/Roof to Top of Sign: 30 feet 0 inches
Total Square Foot Area: 80 square feet and 5.9 inches.

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.

818 East 47th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Sign Company, 4044 West McDonough Street, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 818 East 47th Street, Popeyes Famous Fried Chicken:

Dimensions: length 17 feet, height _____
Height Above Grade/Roof to Top of Sign: 60 feet
Total Square Foot Area: 187 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.

7001 South Stony Island Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Sign Company, 4044 West McDonough, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7001 South Stony Island Avenue, Grocery Station:

Dimensions: length 12 feet 0 inches, height 31 feet 0 inches
Height Above Grade/Roof to Top of Sign: 45 feet 0 inches
Total Square Foot Area: 372 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.

9 East 79th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to All Sign Corporation, 5501 West 109th Street, Oak Lawn, Illinois 60453, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 9 East 79th Street, A & A Associates (for local advertisers):

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 20 feet
Total Square Foot Area: 1,200 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.

5653 South Pulaski Road.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf, Elk Grove, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5653 South Pulaski Road, Mercy Hospital:

Dimensions: length 6 feet 6 inches, height 9 feet 0 inches

Height Above Grade/Roof to Top of Sign: 12 feet 0 inches
Total Square Foot Area: 59 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.

5400 West Roosevelt Road.

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 5400 West Roosevelt Road, Sunbeam Park:

Dimensions: length 15 feet 0 inches, height 12 feet 0 inches
Height Above Grade/Roof to Top of Sign: 32 feet 0 inches
Total Square Foot Area: 180 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.

1525 West Homer Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, 140 East Tower Drive, 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) as follows: 1525 West Homer, Supreme Picture Frames:

Dimensions: length 25 feet, height 14 feet
Height Above Roof to Top of Sign: 14 feet
Total Square Foot Area: 350 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A (Chicago Zoning Ordinance) and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

2346 North Western 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 removing an "Arco" I.D. sign and for the erection of a "Phillips" I.D. sign over 24 feet in height and/or over 100 square feet (in area of one face) at 2346 North Western Avenue, Phillips Gas Service Station:

Dimensions: length 12 feet 0 inches, height 12 feet 0 inches
Height Above Grade to Top of Sign: 70 feet 0 inches
Total Square Foot Area: 144 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 Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6199 North Lincoln Avenue.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Whiteco Metrocom, Inc., 1770 West 41st Avenue, Gary, Indiana 46408, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6199 North Lincoln Avenue, General Advertisers--various copy:

Dimensions: length 10 1/2 feet, height 36 feet
Height Above Grade/Roof to Top of Sign: 10 feet (Plus 5 feet for Temporary Extensions, when needed)
Total Square Foot Area: 378 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.

1503 West Irving Park Road.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Signs, Inc., P.O. Box 2788--4044 West McDonough, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1503 West Irving Park Road, Twin' W Restaurant:

Dimensions: length 9 feet, height 7 feet
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 330 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.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
GARCIA (22nd Ward)	South Homan Avenue at 2400--8:00 A.M. to 4:00 P.M.--at all times;
SANTIAGO (31st Ward)	West Division Street at 4333--8:00 A.M. to 5:00 P.M.--Monday through Friday;
O'CONNOR (40th Ward)	North Lincoln Avenue (east side) at 5011--9:00 A.M. to 9:00 P.M.-- Monday through Saturday;
NATARUS (42nd Ward)	West Erie Street at 520 (at either side of the front door)--at all times.

***Referred -- EXTENSION OF LOADING ZONE ON NORTH
CLARK STREET.***

Alderman Orbach (46th Ward) presented a proposed order for an extension of a loading zone on North Clark Street, from 3830 to 3840 for "Nuts on Clark", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF LOADING ZONE ON
PORTION OF WEST LAWRENCE
AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to establish a loading zone on the north side of West Lawrence Avenue at 4044, from a point 93 feet west of North Keystone Avenue to a point 22 feet west thereof, from 8:00 A.M. to 6:00 P.M. on Monday through Saturday (instead of from Monday through Friday), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ONE WAY TRAFFIC RESTRICTION AT
SPECIFIED LOCATION.

Alderman Gabinski (32nd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a southerly direction on the first north-south alley east of North Ashland Avenue, between West Barry Avenue and West Nelson Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ONE WAY TRAFFIC RESTRICTION
ON PORTION OF WEST MELROSE
STREET.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction (instead of an easterly direction) on West Melrose Street, from North Karlov Avenue to North Pulaski Road, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ONE WAY TRAFFIC RESTRICTION
ON PORTION OF NORTH MAPLEWOOD
AVENUE.

Alderman Gutierrez (26th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on North Maplewood Avenue, from West Bloomingdale Road to West North Avenue (instead of from West North Avenue to West Bloomingdale Road, southerly) which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF ONE WAY TRAFFIC
RESTRICTION ON PORTION OF EAST
120TH PLACE.

Alderman Hutchinson (9th Ward) presented a proposed ordinance to discontinue the restriction on the movement of vehicular traffic on a portion of East 120th Place, from South Michigan Avenue to South Indiana Avenue, allowing the flow of traffic to proceed in both directions, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REMOVAL OF PARKING METERS ON NORTH
LINCOLN AVENUE.

Alderman O'Connor (40th Ward) presented a proposed ordinance for the removal of parking meters 5011 (2 meters) on the east side of North Lincoln Avenue, from 4017 to 4018, 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
EVANS (4th Ward)	South Champlain Avenue at 4903 (except for handicapped);
HUMES (8th Ward)	South Blackstone Avenue at 8833 (except for handicapped);
MAJERCZYK (12th Ward)	West 43rd Street (south side) at 2651 (except for handicapped);
LANGFORD (16th Ward)	South Peoria Street at 6708;
KELLAM (18th Ward)	South Bishop Street (west side) at 8502 (except for handicapped); South Hermitage Avenue (east side) at 7957 (except for handicapped);
SHEAHAN (19th Ward)	South Church Street (east side) at 11259 (except for handicapped);
KELLEY (20th Ward)	South Vernon Avenue at 6129 (except for handicapped);

Alderman	Location and Distance
GARCIA (22nd Ward)	South Kedvale Avenue at 2642 (except for handicapped);
GUTIERREZ (26th Ward)	North Albany Avenue at 1720 (except for handicapped); North Albany Avenue at 1730 (except for handicapped); North Campbell Avenue at 1729, at either side of driveway (except for handicapped); North Maplewood Avenue (both sides) from a point 300 feet south of West Bloomingdale Road to a point 340 feet south thereof, 40 feet; North Rockwell Street (both sides) from a point 70 feet south of West Bloomingdale Road to a point 110 feet south thereof, 40 feet; North Rockwell Street (both sides) from a point 300 feet south of West Bloomingdale Road to a point 340 feet south thereof, 40 feet;
O'CONNOR (40th Ward)	North Clark Street (west side) on the east side of North Ashland Avenue.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
MADRZYK (13th Ward)	West 63rd Street at 4520 through 4524 (alongside South Kolmar Avenue) -- 9:00 A.M. to 9:00 P.M. -- Monday through Sunday;

Alderman

Location, Distance and Time

KELLEY (20th Ward)South Kimbark Avenue (east side) at
6700 -- 7:00 A.M. to 4:00 P.M. -- on all
school days.

Referred -- ESTABLISHMENT OF NO PARKING AT ANYTIME
ZONE ON PORTION OF WEST 35TH STREET. .

Alderman Huels (11th Ward) presented a proposed order to establish a no parking at anytime zone on West 35th Street, from South Morgan Street to South Aberdeen Street (north side of the street), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish residential permit parking zones for vehicles at specified hours, 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, Distance and Time

SAWYER (6th Ward)South Michigan Avenue (both sides) at
9300 -- at all times;South Wabash Avenue (both sides) at
7900 -- at all times;**SHEAHAN** (19th Ward)West 91st Street between South Hoyne
Avenue and South Hamilton Avenue -- at
all times;**KRYSTYNIAK** (23rd Ward)5100 block of South Mason Avenue (both
sides) from 8:00 A.M. to 5:00 P.M. --
Monday through Friday;West 51st Street (both sides) between
South Lamon Avenue and South La
Crosse Avenue from 8:00 A.M. to 11:00
P.M. -- Monday through Saturday.

Referred -- EXTENSION OF RESIDENTIAL PERMIT PARKING
ZONE 96.

Alderman Mell (33rd Ward) presented a proposed ordinance to extend Residential Permit Parking Zone 96 passed by the City Council on February 3, 1987, printed on pages 29232--29234 of the Journal of the Proceedings, by adding thereto West Logan Boulevard, from North Mozart Street to North Francisco 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 traffic lane tow away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
SAWYER (6th Ward)	East 87th Street (north side) from South Champlain Avenue to a point 30 feet east thereof at the driveway- at all times;
ORBACH (46th Ward)	North Southport Avenue (east side) at 3903.

Referred -- FEASIBILITY STUDY CONCERNING INSTALLATION
OF STOP SIGN.

Alderman D. Davis (29th Ward) presented a proposed order to conduct a study concerning the installation of a stop sign for northbound and southbound traffic on North Central Avenue, at West Huron Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
EVANS (4th Ward)	East 48th Street and South Woodlawn Avenue--"4-Way Stop";

Alderman	Location and Type of Sign
<i>LANGFORD</i> (16th Ward)	South Laflin Street at West 60th Street-- "4-Way Stop"; West 63rd Street at South Lowe Avenue - -"3-Way Stop";
<i>SOLIZ</i> (25th Ward)	West 17th Street, at South Rockwell Street--"Stop";
<i>D. DAVIS</i> (29th Ward)	West Jackson Boulevard at South Lockwood Avenue--"Stop";
<i>HAGOPIAN</i> (30th Ward)	North Kenneth Avenue and West School Street--"3-Way Stop";
<i>SANTIAGO</i> (31st Ward)	West Hirsch Street at North Kedvale Avenue--"Stop";
<i>OBERMAN</i> (43rd Ward)	North Sedgwick Street, West Armitage Avenue and North Lincoln Avenue--"No Turn On Red";
<i>ORR</i> (49th Ward)	West Jarvis Avenue and North Greenview Avenue--"3-Way Stop"; West Pratt Avenue and North Lakewood Avenue--"4-Way Stop".

*Referred -- FEASIBILITY STUDY REGARDING REMOVAL OF
RUSH HOUR PARKING RESTRICTIONS ON PORTION
OF EAST ONTARIO STREET.*

Alderman Natarus (42nd Ward) presented a proposed order to conduct a survey regarding the removal of rush hour parking restrictions on both sides of East Ontario Street, between North Fairbanks Court and North Lake Shore Drive, which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented three 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 ROTI (1st Ward):

To classify as an Institutional Planned Development instead of a B5-2 General Service District and a M1-3 Restricted Manufacturing District the area shown on Map No. 2-G bounded by

West Congress Parkway; South Throop Street;
West Harrison Street; and South Loomis Street.

BY ALDERMAN VRDOLYAK (10th Ward):

To classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 22-A and Map No. 22-B bounded by

East 90th Street; South Buffalo Avenue; a line 35 feet
south of East 90th Street; and South Brandon Avenue.

BY ALDERMAN SOLIZ (25th Ward):

To classify as an Institutional Planned Development instead of an R4 General Residence District the area shown on Map No. 4-G bounded by

West 19th Street; South Allport Street; the alley next north of and parallel to West 21st Street; the alley next west of and parallel to South Allport Street; a line 426 feet south of West 19th Street; South Throop Street; a line 48 feet south of West 19th Street; and the alley next west of and parallel to South Allport Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented eighty-nine proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

EVANS (4th Ward)

University Park Condominium
Association;

Drexel Avenue/Square Condominium
Association;

Alderman**BLOOM (5th Ward)****Claimant****5711 South Blackstone Avenue
Cooperative;****56th-Kimbark Condominium
Association;****5474--5476 South Everett Avenue
Condominium Association;****Coastland Apartments, Incorporated;****Campus Commons Condominium
Association;****7439 South Coles Homeowners
Association;****Blackstone Condominium;****5485--5489 Cornell Condominium
Association;****Poinsettia East Condominium
Association;****5434--5436 South Hyde Park
Condominium;****Mia Cosa Apartment Building
Corporation;****6701 South Chappel Condominium
Association;****5547--5549 South Dorchester
Condominium Association;****2024--2034 East 72nd Place
Association;****5411--5415 Hyde Park
Building Corporation;****BEAVERS (7th Ward)****Thomas King;**

Alderman**Claimant****MADRZYK (13th Ward)**

5729 Midway Estates Condominium;

BURKE (14th Ward)

Josephine Kowalski;

Joseph P. Felonk;

SHEAHAN (19th Ward)Concord Lane Condominium
Association;

La Bella Casa Condominium;

Mrs. Joan Duffy;

Ann Russell Centa;

Charles A. McCorkle;

Greg Skorz;

R. A. Peterson;

KELLEY (20th Ward)6125 South Wabash Building,
Incorporated;**KRYSTYNIAK (23rd Ward)**

6714 West 64th Place Corporation;

6654 West 64th Place Corporation;

MELL (33rd Ward)3312 N. Oakley Condominium
Association;**BANKS (36th Ward)**Addison Manor Condominium
Association;

Galewood North Condominium;

Belmont Terrace Condominium
Association;**CULLERTON for LAURINO (39th Ward)**Bryn Mawr Terrace Condominium
Association;

Alderman

O'CONNOR (40th Ward)

PUCINSKI (41st Ward)

Claimant

Swedish Covenant Hospital;

4235 North Mozart Condominium
Association;

Lexington House Condominium
Association;

L'Avenir Condominium Association;

Devon Place Condominium Association;

Northwest Garden Apartments
Condominium Association;

Normandy Condominium Association;

Northwest Terrace 1 Condominium
Association;

Shenandoah Condominium Association;

Bridgeview Garden Condominium
Association;

Edison Parker 1;

Friendly Village 1 Condominium
Association;

Kathleen Condominium Association;

Williamsburg Condominium Association;

Olmstead Condominium Association;

Northwest Point Condominium
Association;

Edison Place Condominium Association;

Edison Village Condominium
Association;

Alderman**Claimant****NATARUS (42nd Ward)****161 Chicago Avenue East Condominium
Association;****The Towers Condominium Association;****1010 Lake Shore Association;****OBERMAN (43rd Ward)****Hemingway House Condominium
Association;****Park View Tower Condominium
Association;****510 West Fullerton Condominium
Association;****The North Park Condominium
Association;****1875 Burling Condominium Association;****Michael P. Frehr;****MC LAUGHLIN (45th Ward)****San Souci Condominium;****Wilson Court Condominium;****Jefferson Condominium Association;****Carousel Courts Condominium
Association;****Windsor Long Condominium
Association;****LeCour Condominium;****Keystone Gardens Condominium
Association No. 2;****Windsor West Condominium
Association;**

Alderman**Claimant****ORBACH (46th Ward)**3950 North Lake Shore Drive
Condominium;

Buena Vista Condominium;

SCHULTER (47th Ward)

Steven A. Welsh;

VOLINI (48th Ward)6247--6249 N. Glenwood Condominium
Association;

5445 Edgewater Plaza Condominium;

Hollywood Towers Condominium
Association;

Shore Manor Condominium;

5757 North Sheridan Road Association;

6251 North Glenwood Association;

Thorndale Beach South Condominium;

Catalpa Winthrop Building Corporation;

Edgewater Beach Apartment
Cooperative;Argyle Apartment Building
Cooperative;Margate Terrace Condominium
Association;**STONE (50th Ward)**

Bellmore South;

Chesterfield on Touhy Condominium
Association;Norwood Courts Condominium
Association;Artesian Gardens Condominium
Association;

4. UNCLASSIFIED MATTERS

(Arranged In Order According To Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

***Referred-- CLOSURE OF PORTIONS OF SUNDRY STREETS TO
VEHICULAR TRAFFIC FOR VARIOUS FESTIVALS.***

Two proposed orders to close to traffic certain portions of specified public ways for the purpose of holding festivals, which were *Referred to the Committee on Beautification and Recreation*, as follows:

South Columbus Drive, between East Monroe Street and East Jackson Boulevard, and East Jackson Boulevard, between South Columbus Drive and South Lake Shore Drive, for the period of September 9 to September 14, 1987 to hold a Mexican Fiesta; and

West Washington Boulevard, between North Morgan and North Halsted Streets, on Sunday, June 28, 1987 to hold a street fest.

***Referred-- ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED
LOCATIONS.***

Also, four proposed orders for the issuance of permits to the organizations listed for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Tishman Midwest Management Corporation--to maintain and use an existing canopy at 55 East Monroe Street;

Wendy's International, Incorporated--to construct, maintain and use a canopy at 6 South Clark Street;

Wendy's International, Incorporated--to construct, maintain and use a canopy at 23 South Wabash Avenue;

Wendy's International, Incorporated--to construct, maintain and use a canopy at 207 West Washington Boulevard.

Referred -- ISSUANCE OF SIGN PERMIT TO H. MOENCK AND
SON FOR ERECTION OF SIGN/SIGNBOARD AT
1401 WEST ROOSEVELT ROAD.

Also, a proposed order for the issuance of a sign permit to H. Moenck and Son to erect a sign/signboard at 1401 West Roosevelt Road for McDonald's, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN RUSH (2nd Ward):

CONGRATULATIONS EXTENDED TO MS. BLOZZIE ZENO ON
OCCASION OF HER 93RD BIRTHDAY CELEBRATION.

A proposed resolution reading as follows:

WHEREAS, Ms. Blozzie Zeno has recently celebrated her 93rd birthday; and

WHEREAS, Ms. Zeno is a long-time resident of the Ida B. Wells Housing Complex in Chicago's 2nd Ward; and

WHEREAS, Ms. Zeno is well-respected within her community for having worked at Mercy Hospital for 22 years; and

WHEREAS, Ms. Zeno is known in the community for her vitality and good humor; now, therefore, .

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago gathered here this 11th day of February, 1987 do hereby offer our congratulations to Ms. Zeno on the occasion of her 93rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ms. Blozzie Zeno.

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* by yeas and nays as follows:

Yeas -- 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN EVANS (4th Ward):

Referred -- PORTION OF EAST 52ND PLACE TO BE
RENAMED "FANNY'S PLACE".

A proposed ordinance to rename that portion of East 52nd Place lying east of South Harper Avenue as "Fanny's Place", which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BLOOM (5th Ward):

WELCOME AND EXPRESSION OF SUPPORT EXTENDED TO SOUTH
AFRICAN RABBI BEN ISAACSON AND REVEREND ZACHARIAH
MOKGOEBO ON OCCASION OF THEIR VISIT
TO CHICAGO.

A proposed resolution reading as follows:

WHEREAS, The City Council of the City of Chicago, has publicly declared its opposition to apartheid in South Africa and its support for divestment from the South African economy; and

WHEREAS, It is important for all Chicagoans to become better informed about conditions in South Africa and the efforts being made by blacks and whites within South Africa to destroy apartheid; and

WHEREAS, The New Jewish Agenda is sponsoring a 23 city tour by Rabbi Ben Isaacson of Johannesburg and Reverend Zachariah Mokgoebo of Soweto to solidify the coalition of Blacks and Jews in the United States in a fight against apartheid; and

WHEREAS, Rabbi Isaacson and Reverend Mokgoebo will be in Chicago from February 27, 1987 until March 4, 1987 under the auspices of the Jewish Council on Urban Affairs; now, therefore,

Be It Resolved, That the City Council of the City of Chicago heartily welcomes Rabbi Ben Isaacson and Reverend Zachariah Mokgoebo to Chicago; and

Be It Further Resolved, That the City Council of the City of Chicago expresses its support for the efforts of these two men to bring racial equality and human dignity to all the people of South Africa; and

Be It Further Resolved, That the City Council of the City of Chicago applauds the work of the New Jewish Agenda and the Jewish Council on Urban Affairs in seeking to mobilize support of religious groups of all denominations in Chicago to oppose the apartheid government in South Africa.

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

On motion of Alderman Evans, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT TO HOLD ART FAIR
ON PORTIONS OF SPECIFIED STREETS.

Also, a proposed order for the issuance of a permit to the 57th Street Art Fair, a charitable organization, to hold an art fair on East 56th Street, between South Kimbark Avenue and the alley; East 57th Street, between South Kimbark and South Dorchester Avenues; South Kimbark Avenue, between East 56th and East 57th Streets; on the sidewalks of the aforementioned public ways; and on the property of the Ray School, for the period of June 6 to June 7, 1987, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN SAWYER (6th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALE IN FRONT OF 755 EAST 87TH STREET.

A proposed order for the issuance of permits to Kham and Nate Shoe Store, c/o Ms. Wilma Harris, to hold a sidewalk sale in front of 755 East 87th Street for the periods of June 25--28, August 20--23, and August 27--30, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN HUMES (8th Ward):

Referred -- ERECTION OF METAL MARQUEE IN FRONT OF
REGAL THEATER AT 1645 EAST 79TH STREET.

A proposed order to grant permission to the LaSalle National Bank, Trust 111615, c/o R. Delmenico, Esq., to erect a metal marquee upon the public right-of-way in front of the new Regal Theater at 1645 East 79th Street (formerly the Avalon Theater), which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN HUTCHINSON (9th Ward):

HONOR AND CONGRATULATIONS EXTENDED TO 1987
RECIPIENTS OF KATE MAREMONT DEDICATED
TEACHER AWARD.

Alderman Hutchinson moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon four proposed resolutions honoring and congratulating Mrs. Denise Enrietti, Ms. Daucenia Hunter, Mrs. Rosa M. Sailes and Mr. George Stanton as the 1987 recipients of the Kate Maremont Dedicated Teacher Award. The motion *Prevailed.*

On separate motions made by Alderman Hutchinson, each of the said proposed resolutions was *Adopted* by yeas and nays as follows:

Yeas -- 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following are said resolutions as adopted (the italic heading in each case not being a part of the resolution):

Mrs. Denise Enrietti.

WHEREAS, Denise Enrietti is a 1987 recipient of the Kate Maremont Dedicated Teacher Award; and

WHEREAS, Denise Enrietti is a first grade teacher at Ralph H. Metcalfe Magnet School in Chicago's great Ninth Ward. Noted for her specific techniques in insisting that students develop and practice good work and study habits, and drawing parents into the learning situation, Mrs. Enrietti has developed and nurtured many honors students and brings great pride to her school, her community and to the City of Chicago in general; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of February, 1987 A.D., do hereby honor Denise Enrietti as a 1987 recipient of the Kate Maremont Dedicated Teacher Award, and that we congratulate this outstanding citizen for her selfless commitment to the betterment of youth in our great City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Denise Enrietti.

Ms. Daucenia Hunter.

WHEREAS, Daucenia Hunter is a 1987 recipient of the Kate Maremont Dedicated Teacher Award; and

WHEREAS, Daucenia Hunter is a science teacher at Ralph H. Metcalfe Magnet School and is known for her methods in grasping students attention and triggering their imagination. The school's annual science fair owes so much of its success to her having interested so many student participants and exhibitors: more than 300 in the most recent fair. In addition, Ms. Hunter initiated Metcalfe School's Health-O-Rama, an event which promoted solid health care and introduced as well the medical aspect of science careers; and

WHEREAS, We are indebted to the teachers of our youth in whom we place so much hope and trust for the future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of February, 1987 A.D., do hereby salute Daucenia Hunter in having been a recipient of the 1987 Kate Maremont Dedicated Teacher Award, and that we congratulate this outstanding citizen for her selfless commitment to the betterment of youth in our great City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Daucenia Hunter.

Mrs. Rosa M. Sailes.

WHEREAS, Rosa M. Sailes is a 1987 recipient of the Kate Maremont Dedicated Teacher Award; and

WHEREAS, Rosa M. Sailes has been a teacher at George Washington Carver Area High School since 1970, and her widespread activities, her selfless dedication, and her imagination and innovation have earned her the respect of her colleagues, students and parents alike. One of her primary activities has been the constructive use of video in the educational process; and

WHEREAS, We owe the teachers of the youth of this City a great debt, and hereby acknowledge that we would be a lesser society without them; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of February, 1987 A. D., do hereby honor Rosa M. Sailes as a 1987 recipient of the Kate Maremont Dedicated Teacher Award, and that we congratulate this outstanding citizen for her selfless commitment to the betterment of youth in our great City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rosa M. Sailes.

Mr. George Stanton.

WHEREAS, George Stanton is a recipient of the Kate Maremont Dedicated Teacher Award; and

WHEREAS, George Stanton, a Physical Education instructor at Ralph H. Metcalfe Magnet School, is tireless in his commitment to develop coordination and physical development in children. To that end he has initiated many sound physical programs in the school and has instated a co-educational basketball program as well as encouraging student participation in an annual gymnastics show; and

WHEREAS, We owe our teachers a debt of gratitude and recognize the invaluableity of their contributions to our society; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of February, 1987 A. D., do hereby honor George Stanton on being a 1987 recipient of the Kate Maremont Dedicated Teacher Award, and congratulate this outstanding citizen for his selfless commitment to the betterment of youth in our great City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to George Stanton.

At this point in the proceedings, upon request of Alderman Hutchinson, Mrs. Rosa M. Sailes and her family were invited to the Mayor's podium. Honorable Harold Washington personally congratulated Mrs. Sailes and the entire City Council recognized her achievements by applauding.

Presented By

ALDERMAN VRDOLYAK (10th Ward):

**PROCLAMATION OF MARCH 1, 1987 AS P.O.W.-M.I.A.
RECOGNITION DAY IN CHICAGO AND WEEK OF
MARCH 1--7, 1987 AS AWARENESS
WEEK.**

A proposed resolution reading as follows:

WHEREAS, There are currently 2,400 Americans still missing or otherwise unaccounted for in Indochina, and their families still suffer untold grief due to uncertainty about their fate; and

WHEREAS, The President has declared resolution of the P.O.W.-M.I.A. issue a matter of highest national priority; and

WHEREAS, The citizens of Chicago support the President's pledge to resolve the status of the 2,400 Americans still missing and unaccounted for in Indochina; and

WHEREAS, The citizens of Chicago urge the United States Government to accelerate efforts in every possible way to obtain the immediate release of any Americans who may still be held captive in Indochina, the return of American servicemen and civilians who died in Southeast Asia whose remains have not been repatriated; and

WHEREAS, The State and Federal Governments have adopted P.O.W.-M.I.A. recognition days, the City of Chicago should also adopt such a day; and

WHEREAS, A Day of Recognition for the P.O.W.-M.I.A.'s could only help resolve this matter, the City of Chicago is urged to take a leadership role; and

WHEREAS, The families of the P.O.W.-M.I.A.'s including 103 from the State of Illinois continue to wait and suffer over the fate of their loved ones; now, therefore,

Be It Resolved, By the Chicago City Council, concurring herein that March 1, 1987, be proclaimed P.O.W.-M.I.A. Recognition Day in the City of Chicago; and

Be It Further Resolved, That the week of March 1--7, 1987, be proclaimed P.O.W.-M.I.A. Awareness Week in the City of Chicago; and

Be It Further Resolved, That the City Council of Chicago joins with this great nation in honoring all of its Americans missing or imprisoned throughout the World.

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

On motion of Alderman Vrdolyak, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN HUELS (11th Ward):

**HONOR EXTENDED TO SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION ON
OCCASION OF ITS 100TH
ANNIVERSARY.**

A proposed resolution reading as follows:

WHEREAS, The Sheet Metal Workers Union, Local No. 73 and Local No. 115, have been located in Chicago, Illinois since being chartered and are members of the Sheet Metal Workers' International Association, which is celebrating its 100th Anniversary on January 25, 1988; and

WHEREAS, Local No. 73 and Local No. 115 represent more than six thousand members serving over three hundred union sheet metal shops in the Chicagoland area; and

WHEREAS, Local No. 73 and Local No. 115 have been training young men and women from the Chicagoland area regardless of race or creed in their apprentice program in the Chicago public school system for over 75 years; and

WHEREAS, Local No. 73 and Local No. 115, in conjunction with the Sheet Metal Workers' International Association, has been educating sheet metal workers across the country to maintain the quality and integrity of its craft; and

WHEREAS, Local No. 73 and Local No. 115, and the Sheet Metal Contractors Association have been involved in the construction and rehabilitation of the buildings throughout the City of Chicago; and

WHEREAS, Local No. 73 and Local No. 115, and the Sheet Metal Contractors Association have taken great pride in their craftsmanship and look forward to being a major part of the future development of the City of Chicago, as they have been in the past; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 11th day of February in 1987, direct the City of Chicago to proclaim February 14, 1987, as the kickoff day that will begin the 100th Anniversary celebration of the founding of the Sheet Metal Workers' International Association as we recognize selected examples of their craftsmanship within the City of Chicago, and may we also extend our sincerest best wishes to all of the members of that organization for many more years of continued success; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the Sheet Metal Workers' International Association.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented By

**ALDERMAN BURKE (14th Ward) and
ALDERMAN SHEAHAN (19th Ward):**

Referred -- JOINT COMMITTEE TO HOLD HEARING REGARDING
PARITY CLAUSE IN FIREFIGHTERS' CONTRACT.

A proposed resolution directing a joint committee of the Committee on the Budget and the Committee on Police, Fire and Municipal Institutions to hold a hearing for the purpose of discussing whether the parity clause in the firefighters' contract requires the same compensation given to retired police officers be given to retired firefighters, which was *Referred to a joint committee composed of the members of the Committee on the Budget and the members of the Committee on Police, Fire and Municipal Institutions.*

Presented By

ALDERMAN STREETER (17th Ward):

Referred -- REDUCTION OF ANNUAL LICENSE FEES FOR
SPECIAL POLICE EMPLOYED BY TRUE TEMPLE
OF SOLOMON CHURCH.

A proposed ordinance requiring the True Temple of Solomon Church to pay a reduced license fee of ten dollars for each of the special police employed therein pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred -- COMMITTEE ON FINANCE URGED TO GRANT
PERMISSION FOR CANDY DAY SALE ON
SPECIFIED PUBLIC WAYS.

A proposed order urging the Committee on Finance to grant permission to the Southwest Y.M.C.A., c/o Ms. Maggie Jablonski, to hold a candy day sale for the period of April 10--11, 1987 on portions of the public ways, which was *Referred to the Committee on Finance*, as follows:

West 95th Street and South Western Avenue,

West 103rd Street and South Western Avenue,

West 111th Street and South Western Avenue,

West 103rd Street and South Kedzie Avenue,

West 111th Street and South Kedzie Avenue,

West 103rd Street and South Pulaski Road, and

West 111th Street and South Pulaski Road.

Referred -- REDUCTION OF ANNUAL LICENSE FEES FOR SPECIAL
POLICE EMPLOYED BY SAINT XAVIER COLLEGE.

Also, a proposed ordinance requiring Saint Xavier College to pay a reduced license fee of ten dollars for each of the special police employed therein pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN KELLEY (20th Ward):

TRIBUTE TO DR. A. L. SMITH.

A proposed resolution reading as follows:

WHEREAS, Dr. A. L. Smith, a highly respected resident of the Woodlawn community since 1927 passed away during the Christmas holidays, 1986; and

WHEREAS, Dr. A. L. Smith was a valued member of the Woodlawn community, widely recognized for his dedication to working with various human service organizations for the benefit of his fellow citizens; and

WHEREAS, Dr. A. L. Smith was a charter member of The Woodlawn Organization, and Chairman of their Mental Health Advisory Board and Parliamentarian of the Community Mental Health Board of Chicago, Inc.; and

WHEREAS, Dr. Smith's concern for the personal health and safety of the people of Woodlawn was evident in his tireless work with the 3rd Police District Steering Committee and Advisory Council; and

WHEREAS, Dr. Smith will long be remembered for his dedication to the improvement of the quality of life for all of the citizens of the Woodlawn community; and

WHEREAS, Dr. A. L. Smith, devoted husband to Mrs. Florida Smith, will be greatly missed by all who knew and loved him including those who were fortunate enough to be inspired by his efforts to make the Woodlawn Community a better place in which to live and raise a family; now, therefore,

Be It Resolved, By the Mayor and members of the Chicago City Council assembled in meeting this 11th day of February 1987, A.D., that we mourn the passing of Dr. A. L. Smith, and extend our sincere condolences to his wife, Florida, his family and friends; and

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

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

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

Presented By

ALDERMAN GARCIA (22nd Ward):

Referred-- CONSTRUCTION OF BUS PASSENGER SHELTER
AT WEST CERMAK ROAD AND SOUTH KEELER
AVENUE.

A proposed ordinance to construct a bus passenger shelter on West Cermak Road at its intersection with South Keeler Avenue for eastbound passengers, which was *Referred to the Committee on Local Transportation*.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO EAGLE SCOUT AARON
KEITH BRAMBORA ON HIS OUTSTANDING
SCOUTING AND SCHOLASTIC
ACHIEVEMENTS.

A proposed resolution reading as follows:

WHEREAS, Eagle Scout Aaron Keith Brambora was just selected by the Chicago Area Council to represent the council in Springfield for the Illinois State Eagle Scout Citizenship Program this month; and

WHEREAS, This is the latest in the many honors and achievements of Aaron Brambora since he entered scouting as a member of Cub Scout Pack No. 4466 in 1980; and

WHEREAS, A graduate of Michael M. Byrne Grammar School, Aaron Brambora received a Certificate of Merit for his outstanding service on the Safety Patrol. His participation in the annual science fair earned a trophy for the 6th, 7th and 8th grades in, respectively, 1984, 1985 and 1986. He was selected to represent his school in the District 12 Science Fairs of those years and earned a Citation of Excellence plaque for each year. He is now a freshman at John F. Kennedy High School and is also a news carrier for the *Southwest News Herald*; and

WHEREAS, As a Cub Scout (Cub Pack No. 4466), a Boy Scout (Troop No. 1499) and now an Eagle Scout, Aaron Keith Brambora has exhibited the qualities of leadership and personal excellence that are the hallmarks of scouting and citizenship. His outstanding performance in Cub Pack No. 4466 earned him the World Conservation Award and the Parvuli Dei Religious Award. As an invited guest of a Canadian Cub Scout Pack, Aaron received a citation from the Canadian President of Cub Scouting and also the World Crest for participation in events outside the United States. With a perfect attendance record in Boy Scout Troop No. 1499, Aaron has earned all twelve skill awards and a grand total of 34 merit badges; in addition, he has received many awards and citations for his inestimable contributions. As an Eagle Scout his representation of the Chicago Area Council at the Illinois State Eagle Scout Citizenship Program was inevitable; and

WHEREAS, The leaders of our great City of Chicago wish to recognize the outstanding citizenship qualities of our youth in whom we place so much trust and hope; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of February, 1987, A. D., do hereby congratulate Aaron Keith Brambora on his great success as a Cub Scout, Boy Scout and now Eagle Scout, on his dedication to the valuable and high standards of scouting and citizenship, and on his outstanding example to the youth of our great City and elsewhere. We also extend to this dedicated citizen our very best wishes for happiness and success in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eagle Scout Aaron Keith Brambora.

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* by yeas and nays as follows:

Yeas -- 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS AND BEST WISHES EXTENDED TO
CUB SCOUT PACK 4466 ON OCCASION
OF ITS 20TH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Cub Scout Pack No. 4466, now sponsored by St. Jane de Chantal Holy Name Society on Chicago's great southwest side has just passed the twentieth anniversary of its original charter; and

WHEREAS, Late in 1966, the Byrne School Mothers Club, later to be known as Byrne School Parents and Teachers and Club, first applied for the Cub Pack Charter and sponsored Pack 4466 through 1981. St. Jane de Chantal Holy Name Society commenced sponsorship of this outstanding Cub Pack in 1982, and the sponsorship continues to this day; and

WHEREAS, Cub Scout Pack No. 4466 has had outstanding leadership throughout its history. The Cubmasters of the Pack have been:

1966--1968	Leo R. Dilger
1969	Robert Maciaszek, Sr.
1970	Frank Ward
1971--1972	Bernard Totos
1973--1974	James F. Cahill
1975--1977	Peter Kurzydlo
1978--1982	Peter Rupsch
1983	Kenneth C. Furman
1984--1985	Peter Rupsch
1986--1987	Kenneth C. Furman;

and

WHEREAS, Ever since their establishment in 1930, the Cub Scouts of America have nurtured high standards which are the very backbone of the strength of these United States, and for the past twenty years, Cub Scout Pack No. 4466 has promoted those very standards; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of February, 1987 A. D., do hereby congratulate Cub Scout Pack No. 4466 on twenty years as an outstanding example of the youth of our great City, and extend to this excellent organization our very best wishes for much success and happiness in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Cub Scout Pack No. 4466.

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* by yeas and nays as follows:

Yeas -- 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS AND BEST WISHES EXTENDED TO
SAINT RENE MOTHERS' CLUB ON OCCASION
OF ITS 25TH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, St. Rene Mothers Club, an organization most beneficial to the students, parents and community of St. Rene School, is celebrating its Twenty- Fifth Anniversary February 13, 1987; and

WHEREAS, Founded in 1962, the St. Rene Mothers Club has as its sole purpose the improvement of the education and lives of the St. Rene students. Over the past twenty-five years, the Club has sponsored fund-raising programs which have proved invaluable to St. Rene School. Aside from actual physical improvements to the school building, St. Rene Mothers Club has been responsible for providing badly needed scholarships and scholarship funds, as well as equipment to benefit the education of students: video equipment, physical education equipment, books, computers, and such other useful educational tools; and

WHEREAS, The leadership of the St. Rene Mothers Club has been consistently outstanding. Presidents have been:

1962--1963	Dolores Sendziak
1963--1964	Virginia Lutze
1964--1965	Ilene Czachon
1965--1966	Irene Korosa

1966--1967	Jo Jablonski
1967--1968	Minnie Tonisser
1968--1969	Arlene Boudos
1969--1970	Toni Wendling
1970--1971	Dorothy Copps
1971--1972	Lucia Kielbon
1972--1973	Eileen Healy
1973--1974	Marilyn Stalzed
1974--1975	Dorothy Walsh
1975--1976	Dorothy Walsh
1976--1977	Beverly Zaleski
1977--1978	Sue Solcani
1978--1979	Mary Beatty
1979--1980	Gerri Lascola
1980--1981	Sue Solcani
1981--1982	Helen DeVito
1982--1983	Mary McNamara
1983--1984	Veronica Gowin
1984--1985	Helen DeVito
1985--1986	Gerri Lascola,

and the current president (1986--1987) is Francine Liberto; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 11th day of February, 1987, A. D., do hereby acknowledge the outstanding contributions of the St. Rene Mothers Club and congratulate this selflessly committed organization on the occasion of its twenty-fifth anniversary. We also extend to the St. Rene Mothers Club our most sincere wishes for all success and happiness in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the St. Rene Mothers Club.

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* by yeas and nays as follows:

Yeas -- 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented By

ALDERMAN GUTIERREZ (26th Ward):

UNITED STATES STATE DEPARTMENT AND UNITED NATIONS
URGED TO AGGRESSIVELY PURSUE RELEASE OF
REVEREND JAMES C. PAULSEN FROM SOUTH
AFRICAN GOVERNMENT CUSTODY.

A proposed resolution reading as follows:

WHEREAS, Reverend James Casimir Paulsen is a nephew of Chicago residents Mr. and Mrs. Walter Petrusiak of the St. Mark's Parish in the 26th Ward; and

WHEREAS, Reverend James Casimir Paulsen, an American Missionary with the religious order of Miriannhill Mission, has been working against injustice in South Africa; and

WHEREAS, Reverend James Casimir Paulsen is currently the chaplain at the University of Transkei in Umtata, Transkei, South Africa; and

WHEREAS, Reverend James Casimir Paulsen has been active in directing many schools, clinics, and hospitals in Transkei, while running a parish church in Tsolo, Transkei, South Africa; and

WHEREAS, Transkei is a black homeland financed and controlled by the government of South Africa; and

WHEREAS, On December 17, 1986, Reverend James Casimir Paulsen was taken into custody by the Transkei officials and is being held incommunicado from United States Diplomats based in Durban, South Africa; and

WHEREAS, Reverend James Casimir Paulsen is being held under section 47 of the Public Safety Act, which allows indefinite detention without trial; and

WHEREAS, The United States does not recognize Transkei as an independent state and, therefore, has no diplomatic relations with it; and

WHEREAS, Americans cannot tolerate any government, or its facsimile, depriving one of our citizens of his freedom without a trial; and

WHEREAS, The City of Chicago has condemned the South African government for its apartheid policy; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, urge the United States State Department and the United Nations to take aggressive steps with the South African government to gain the freedom of Reverend James Casimir Paulsen from the Transkei officials.

Alderman Gutierrez 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 Gutierrez, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVAL
OR STREET FAIR ON PORTION OF
LUIS MUNOZ DRIVE.

Also, a proposed order for the issuance of a permit to Ms. Martha Ramos of the Puerto Rican Parade Committee 1987 to hold a carnival or street fair on Luis Munoz Drive, between North

Sacramento and North Kedzie Avenues, for the period of June 7 to June 16, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN W. DAVIS (27th Ward):

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED
LOCATIONS.

Two proposed orders for the issuance of permits to the organization and individuals listed, for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys* as follows:

Anthony Petricca and Patricia Petricca as beneficiaries of Land Trust 4670 (Chicago Title and Trust Company as trustee)--to construct, maintain and use a canopy at 510 North Western Avenue; and

Nelson Brothers Furniture Corporation--to maintain and use two existing canopies at 2750 West Grand Avenue.

Presented By

ALDERMAN SMITH (28th Ward):

Referred -- CHICAGO TRANSIT AUTHORITY URGED TO PROVIDE
ADDITIONAL FARE DISCOUNT FOR SENIOR
CITIZENS AND HANDICAPPED.

A proposed resolution urging the Chicago Transit Authority to provide an additional 25% fare discount for senior citizens and handicapped, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

**ALDERMAN SANTIAGO (31st Ward) and
ALDERMAN SOLIZ (25th Ward):**

Referred -- ESTABLISHMENT OF HISPANIC FAIR
EMPLOYMENT PRACTICES WITHIN CITY
GOVERNMENT.

A proposed ordinance setting goals to govern an increase in the number of Hispanics recruited and hired for employment, and promoted within the City of Chicago government to more accurately reflect the Hispanic population throughout the City, and to establish enforcement provisions for the same.

Alderman Santiago moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Garcia, Krystyniak, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Pucinski, Hansen, Orbach, Schuller, Stone -- 24.

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

Thereupon, two committees having been called, the Committee on Finance and the Committee on Committees, Rules and Appointments, the said proposed ordinance was *Referred to the Committee on Committees, Rules and Appointments*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT 3100 WEST
IRVING PARK ROAD.

A proposed order for the issuance of a permit to Furman Funeral Home for the maintenance and use of an existing canopy attached to the building or structure at 3100 West Irving Park Road, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
194A CONCERNING ADVERTISING SIGNS
FOR SALE OF PROPERTY.

A proposed ordinance to amend Municipal Code Chapter 194A (Chicago Zoning Ordinance) by repealing Section 7.10-1C in its entirety and amending the language in Section 7.10-1A(2) concerning allowed advertising signs for the sale of a product, service or property on the site

itself, the dimensions and other descriptive requirements of said sign, which was *Referred to the Committee on Zoning*.

Presented By

ALDERMAN O'CONNOR (40th Ward):

Referred -- EDGEWATER HOSPITAL, INCORPORATED TO
BE EXEMPTED FROM ALL CITY FEES UNDER
NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemptions from all City fees to Edgewater Hospital, Incorporated under its not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO RAVENSWOOD
ASSOCIATES FOR INSTALLATION OF
SAMPLE BASINS.

Also, a proposed ordinance to grant permission and authority to Ravenswood Associates to install, maintain and use two sample basins on the North Ravenswood Avenue side of its property at 5235 North Ravenswood Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO
GRANT PERMISSION TO AMERICAN SOCIETY OF ARTISTS,
INCORPORATED TO HOLD 15TH ANNUAL WATER
TOWER ARTS AND CRAFT FESTIVAL AT
SPECIFIED LOCATION.

A proposed order requesting the Commissioner of Public Works to grant permission to the American Society of Artists, Incorporated c/o Ms. Nancy J. Fregin, to hold the 15th Annual Water Tower Arts and Craft Festival during the period from June 26 to June 28, 1987 on the sidewalks of East Chicago Avenue (north side), from 50 feet east of North Michigan Avenue to North Lake Shore Drive; East Chicago Avenue (south side), from the first alley east of North Michigan Avenue to North Lake Shore Drive; East Pearson Street (south side), from the entrance to the Water Tower Building to North Seneca Street; and North Mies Van der Rohe Street (both sides) from East Chicago Avenue to East Pearson Street, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPIES AT 909 NORTH MICHIGAN
AVENUE.

Also, a proposed order for the issuance of a permit to The Westin Hotel, Chicago, for the maintenance and use of seven existing canopies attached to the building or structure located at 909 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN OBERMAN (43rd Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT 2400 NORTH
LAKEVIEW AVENUE.

A proposed order for the issuance of a permit to the 2400 Lakeview Condominium Association for the maintenance and use of an existing canopy attached to the building or structure located at 2400 North Lakeview Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN MC LAUGHLIN (45th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.

A proposed order for the issuance of the necessary permits to Portage Park Chamber of Commerce, c/o Jeannine Smentek, to hold a sidewalk sale during the periods of April 23 to April 26, 1987 and July 23 to July 26, 1987 on both sides of North Cicero Avenue, from 3900 to 4300 north; North Milwaukee Avenue, from 3900 to 4200 north; and West Irving Park Road, from 4600 to 5300 west, which was *Referred to the Committee on Beautification and Recreation*.

Presented By

ALDERMAN ORBACH (46th Ward):

Referred -- CHICAGO TRANSIT AUTHORITY URGED TO
INSTALL BUS PASSENGER SHELTER AT NORTH
CLARENDON AVENUE AND WEST
MONTROSE AVENUE.

A proposed order urging the Chicago Transit Authority to install a bus passenger shelter on the northwest corner of North Clarendon Avenue and West Montrose Avenue, which was *Referred to the Committee on Local Transportation.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPIES AT 4631--4639 NORTH
LINCOLN AVENUE.

A proposed order for the issuance of a permit to Mr. George Brumlik, c/o East- Lin Building Fund, for the maintenance and use of two existing canopies attached to the building or structure located at 4631--4639 North Lincoln Avenue, which was *Referred to the Committee on Streets and Alleys.*

**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:

LICENSE FEE EXEMPTIONS:

BY ALDERMAN EVANS (4th Ward):

Nicholas J. Pritzker Children's Psychiatric Unit of Michael Reese Hospital and Medical Center, 600 E. 55th Street.

BY ALDERMAN MELL (33rd Ward):

Mary Crane Nursery/Day Care Center -- Class I, 2905 N. Leavitt Street.

BY ALDERMAN BITOY (34th Ward):

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

BY ALDERMAN SCHULTER (47th Ward):

Ravenswood Baptist Church, 4455 N. Seeley Avenue.

BY ALDERMAN VOLINI (48th Ward):

Child Development Center (Y.M.C.A. of Metropolitan Chicago), 5244 N. Lakewood Avenue.

Christopher House Day Care Center, 1100 W. Lawrence Avenue.

Kids Day Out Day Care Center (Y.M.C.A. of Metropolitan Chicago), 5244 N. Lakewood Avenue.

Kindergarten After School (Y.M.C.A. of Metropolitan Chicago), 5244 N. Lakewood Avenue.

Rogers Park Montessori School, 1244 W. Thorndale Avenue.

The Salvation Army Day Care Center, 4800 N. Marine Drive.

Unity Day Care Center, 5409 N. Magnolia Avenue.

Uptown Lutheran Day Care Center, 5030 N. Marine Drive.

Winthrop Day Care Center, 4848 N. Winthrop Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:**BY ALDERMAN BLOOM (5th Ward):**

St. Mary's Square Swing Center of Chicago, 7270 S. South Shore Drive -- institutional and elevator inspections (2).

BY ALDERMAN SHEAHAN (19th Ward):

Elim Baptist Church, 10835 S. Pulaski Road -- mechanical ventilation inspection.

BY ALDERMAN SOLIZ (25th Ward):

Saint Anthony Hospital, 2875 W. 19th Street -- institutional inspections.

BY ALDERMAN MELL (33rd Ward):

Mary Crane League, 2905 N. Leavitt Street -- refrigeration inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Home for the Aged, 6016 N. Nina Avenue--institutional inspection.

BY ALDERMAN NATARUS (42nd Ward):

Archdiocese of Chicago, 155 E. Superior Street--elevator inspection.

Rehabilitation Institute of Chicago, 345 E. Superior Street--public place of assembly inspection.

Dr. Wm. M. Scholl College of Podiatric Medicine, 1001 N. Dearborn Street--sign and surcharge inspections.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, sundry locations--institutional and sign inspections (2).

Little Sisters of the Poor, 2325 N. Lakewood Avenue--institutional inspection.

BY ALDERMAN ORBACH (46th Ward):

Louis A. Weiss Memorial Hospital, sundry locations--institutional inspections.

BY ALDERMAN VOLINI (48th Ward):

Selfhelp Home for the Aged, 908 W. Argyle Street--institutional inspection.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 N. California Avenue--boiler and fuel burning equipment and institutional inspections (2).

WATER RATE EXEMPTIONS:

BY ALDERMAN MADRZYK (13th Ward):

Little League, 6816 S. Kostner Avenue.

Saint Mary Star of the Sea Church, 6435 S. Kilbourn Avenue.

BY ALDERMAN CULLERTON (38th Ward):

Polish American Congress of Illinois, 5844--5848 N. Milwaukee Avenue.

WAIVER OF FEE:

BY ALDERMAN ORBACH (46th Ward):

R.E.S.T. Shelter program at the Uptown Baptist Church, 1011 W. Wilson Avenue--Occupancy Card Fee.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (February 3, 1987).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on February 3, 1987, at 12:30 P.M., signed by him as such City Clerk.

Alderman Laurino moved to *Correct* the printed Official Journal as follows:

Page 39209--by deleting the word "[or]" appearing on the last line of the page and inserting the word "and" in lieu thereof;

Page 39219--by inserting the following language at the bottom of the page:

"SECTION 3A. Amend ordinance passed 12-10-71, page 1576, which reads West Gregory Street from North Glenwood Avenue to North Clark Street by striking "Easterly" and inserting "Westerly"."

The motion to correct *Prevailed*.

Thereupon, Alderman Evans moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

**CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
PARTICULAR AREAS.**

On motion of Alderman 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 February 3, 1987, pages 39258--39268, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Gabinski, the said proposed ordinances were *Passed*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 50.

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-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. 1-G in area bounded by

the center line of the alley next north of and parallel to West Huron Street; North Racine Avenue; the center line of West Huron Street; and a line 24 feet west of and parallel to North Racine Avenue,

to those of a B2-2 Restricted 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. 2-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 R5 General Residence District symbols and indications as shown on Map No. 2-G in area bounded by

South Ashland Avenue; West Harrison Street; a line 250 feet east of South Ashland Avenue; a line 167 feet south of West Harrison Street; a line 163.80 feet east of South Ashland Avenue; and a line 352 feet south of West Harrison Street,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

SECTION 2. *Be It Further Ordained*, That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications herein above established and all the R5 General Residence District symbols and indications as shown on Map No. 2-G in the area bounded by

South Ashland Avenue; West Harrison Street; South Loomis Street; the alley next south of West Harrison Street; South Laflin Street; a line 400.6 feet south of West

Harrison Street; a line 163.82 feet east of South Ashland Avenue; and a line 763 feet south of West Harrison Street,

to the designation of a Residential-Business Planned Development which is hereby established in the 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 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development attached to this ordinance reads as follows:

Plan Of Development

Residential-Business Planned Development

Statements

1. The area delineated hereon as a "Residential-Business Planned Development" is controlled by the Department of Urban Renewal of the City of Chicago, since it is located within the Near West Side Conservation Area, and is to be redeveloped in accordance with Redevelopment Contract No. 465, as amended.
2. Off-street parking and loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Department of Planning as to the location of such facilities.
3. Any dedication of streets or alleys or adjustments of the right-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal or the redeveloper under contract No. 465 or its or their successors and approval of the Chicago City Council.
4. All applicable reviews, approvals or permits are required to be obtained by the redeveloper or its successor.
5. Service drives or any other ingress and egress shall be adequately designed and paved in accord with the published regulations of the Bureau of Traffic Engineering and Operations and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles, over the minimum required width. There shall be no parking permitted within such minimum required width of paved areas. Ingress and egress for off-street parking will be permitted over the east-west alley immediately south of West Harrison Street from South Laflin Street and South Loomis Street. A median cut in Ashland Boulevard will be permitted.
6. Use of land will consist of a five-story hotel structure containing a maximum of 135 rooms and two and three-story townhouse structures and off-street parking as authorized by this Plan of Development. Uses in the hotel structure shall include

related uses such as restaurants with service of liquor, lounges, drug stores, book shops, valet shops and other typical related uses found in similar hotels.

7. Business and identification and other necessary signs may be permitted, subject to review of and approval by the Commissioner of the Department of Planning.
8. The following information sets forth data concerning the property included in the Planned Development, including a table of use and bulk controls, and data concerning a generalized land use plan with the intent and purpose of the Chicago Zoning Ordinance with regulations hereby made applicable hereto.
9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development," as promulgated by the Commissioner of the Department of Planning.

APPLICANT: Department Of Urban Renewal Of The City Of Chicago

DATE: _____

Residential-Business Planned Development

Planned Development Use And Bulk Regulations And Data

Sub-Area	Net Site Area		General Description Of Land Use	Maximum Number Of Dwelling Units/ Hotel Rooms	Maximum Floor Area Ratio	Maximum % Of Land Coverage
	Feet	Acres				
A	71,944	1.65	Hotel, related uses, and related off-street parking and loading	135	1.5	26%
B	282,282	6.48	Townhouse and off- street parking	154	1.2	32%
Total	354,226	8.13			1.3	31%

Gross Site Area = Net Site Area + Area Of Public Streets And Alleys

448,343 Sq. Ft. 354,226 Sq. Ft. 94,117 Sq. Ft.

Maximum Permitted F.A.R. For The Total Development: 1.3

Maximum Number Of Dwelling Units: 154

Maximum Percent Of Land Covered For The Total Development: 31%

Minimum Number Of Off-Street Parking Spaces:

Residential: One parking space for each dwelling unit constructed
Hotel: 45

Minimum Number Of Off-Street Loading Spaces:

For the hotel structure, Off-Street Loading Facilities will be provided as authorized by the Chicago Zoning Ordinance, C2-2 General Commercial Districts

The Above Noted Regulations Relate To The Ultimate Development Within The Planned Development Area. Interim Stages Of Development May Exceed These Permitted Standards, Subject To The Approval Of The Department Of Planning.

Minimum Periphery Setbacks:	Townhouses	Hotel
West Harrison Street	15'	30'
South Ashland Avenue	15'	15'
South Laflin Street	5'	NA
South Loomis Street	5'	NA

APPLICANT: Department Of Urban Renewal Of The City Of Chicago

DATE: _____

[Residential-Business Planned Development Zoning Maps
printed on pages 39569 through 39571 of this
Journal.]

Reclassification Of Area Shown On Map No. 3-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 3-I in the area bounded by

the alley next north of West Division Street; a line 100 feet east of North Washtenaw Avenue; West Division Street; and North Washtenaw Avenue,

to those of a C2-5 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. 6-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 R3 General Residence District symbols and indications as shown on Map No. 6-G in the area bounded by

the alley next southeasterly of and parallel to Archer Avenue; the alley next northeasterly of and parallel to South Farrell Street; a line 169 feet 7 inches southeasterly of and parallel to the alley next southeasterly of and parallel to Archer Avenue; and South Farrell 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 force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 8-H
(As Amended).*

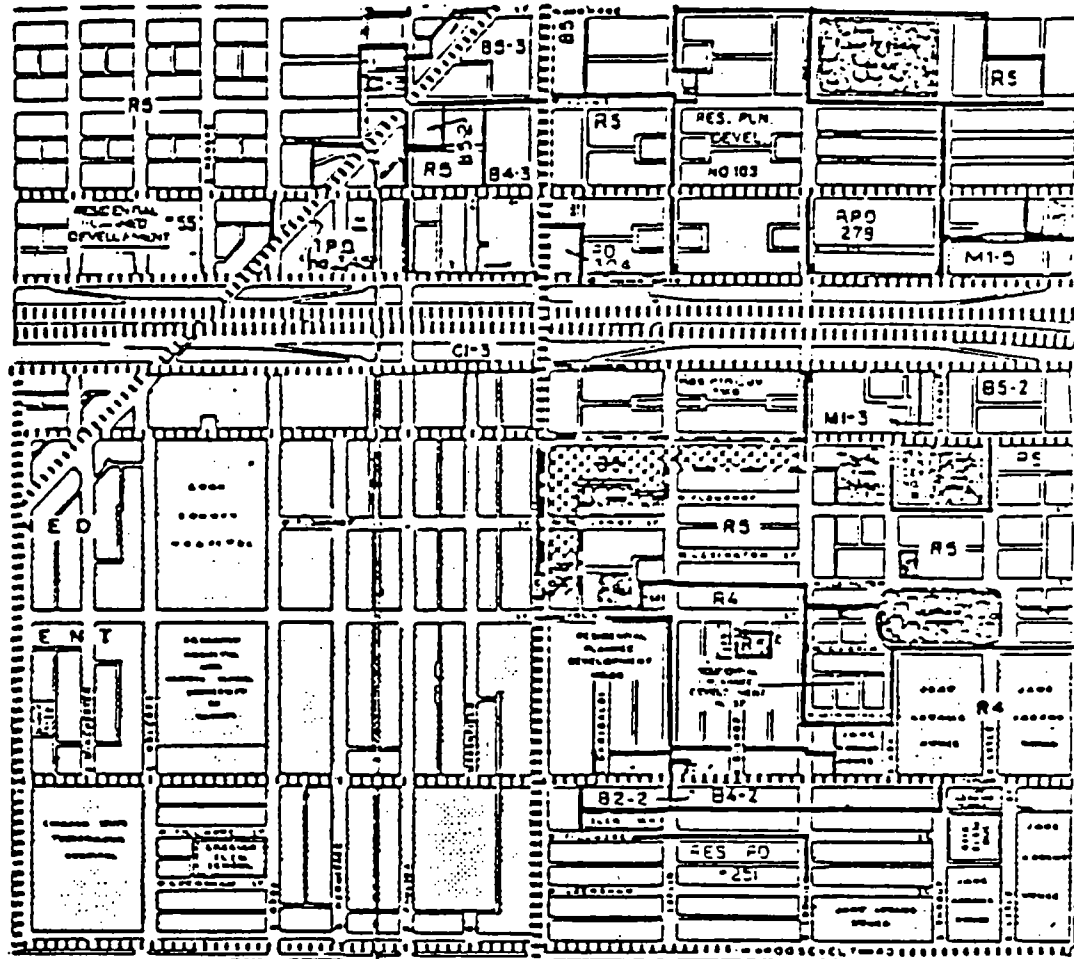
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 General Commercial District symbols and indications as shown on Map No. 8-H in the area bounded by

the center line of South Ashland Avenue; the center line of West 38th Place; a line 100 feet north of and parallel to West 38th Place; and the center line of the alley west of and parallel to South Ashland Avenue,

(Continued on page 39572)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND



RESIDENTIAL-BUSINESS PLANNED
DEVELOPMENT BOUNDARY



ZONING DISTRICT BOUNDARIES



PREFERENTIAL STREET SYSTEM



PUBLIC & QUASI-PUBLIC FACILITIES

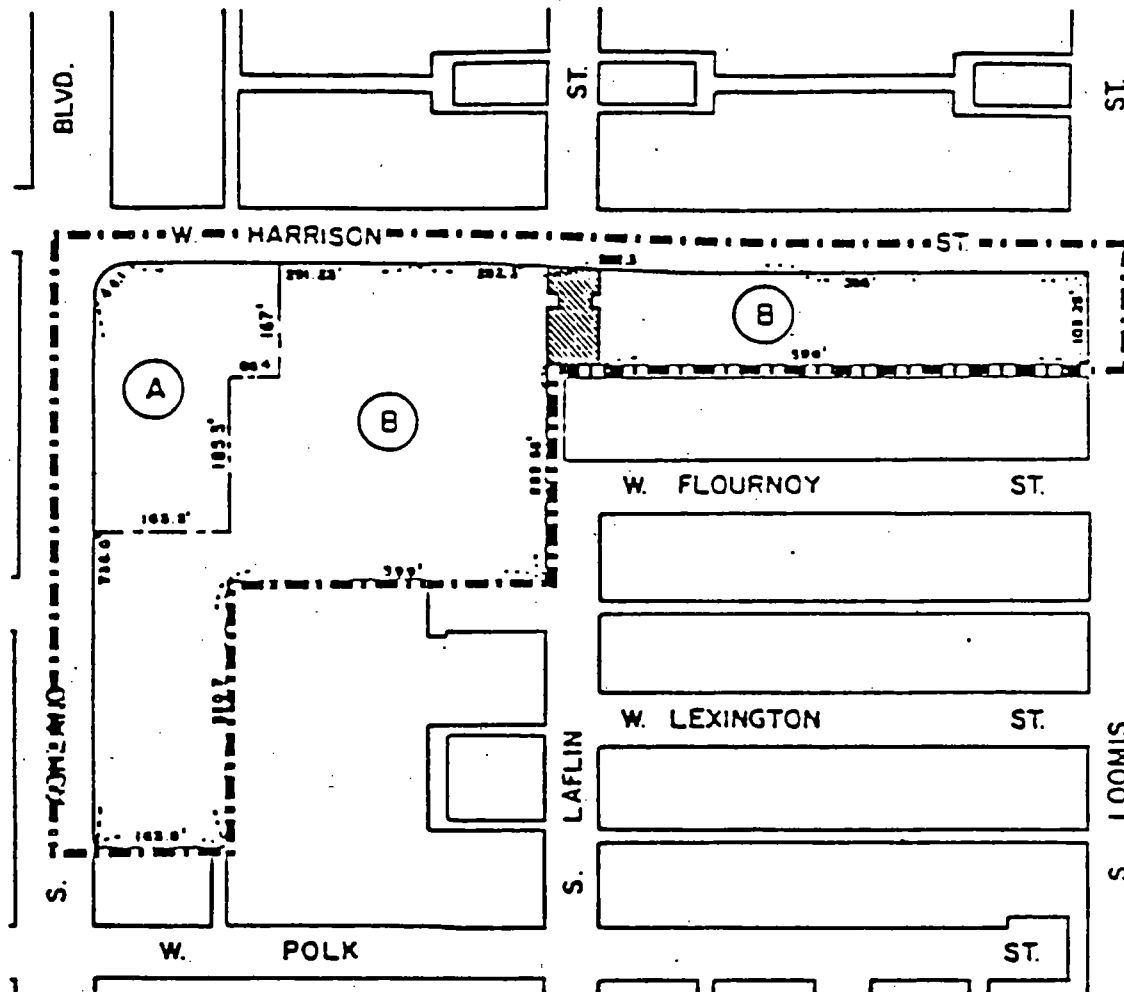


PARKS AND PLAYGROUNDS



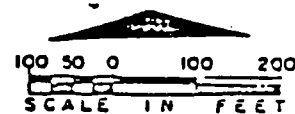
APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO
DATE: _____, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



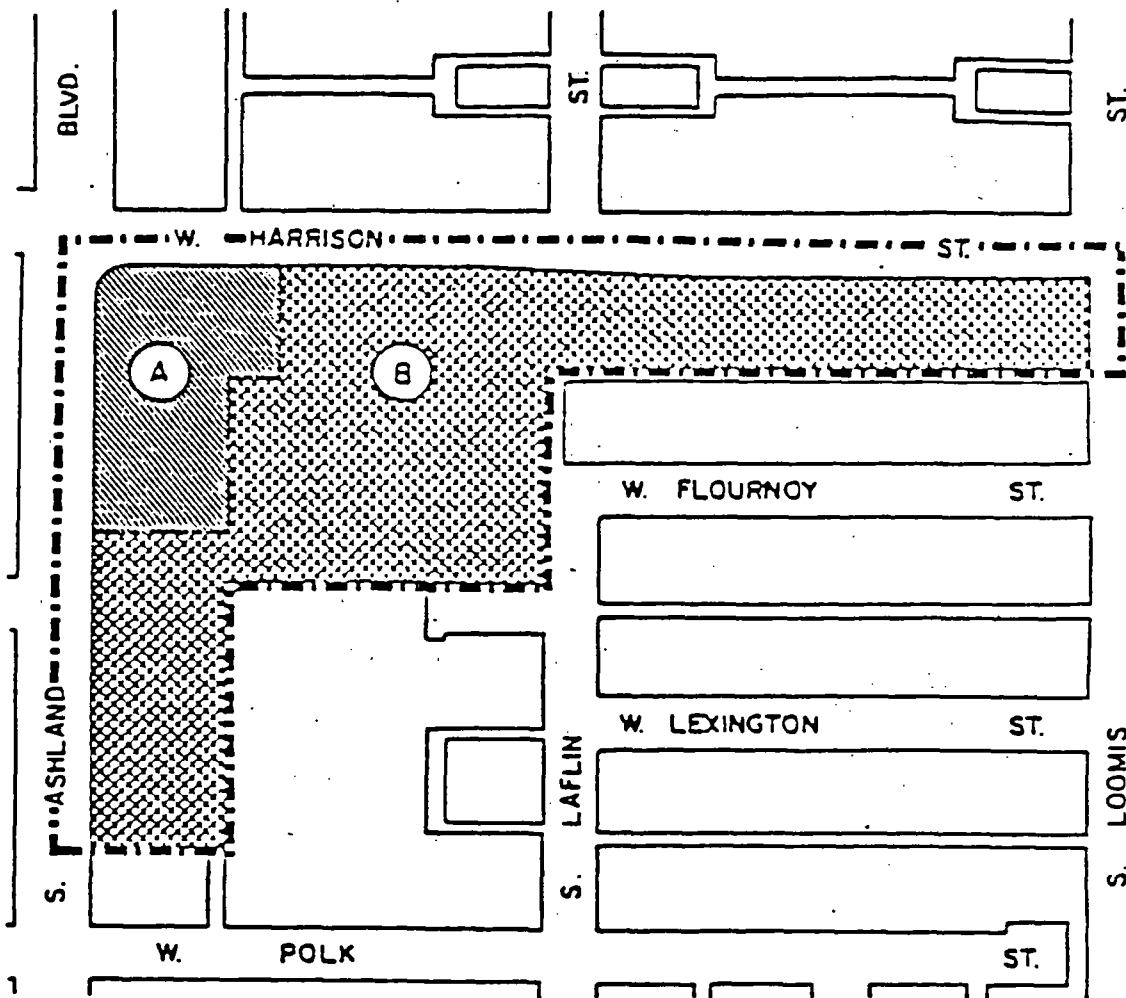
LEGEND

-  PLANNED DEVELOPMENT BOUNDARY
 SUB-AREA BOUNDARY
 STREET PROPOSED TO BE CLOSED
 TO VEHICULAR TRAFFIC.



APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO
DATE: _____, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



LEGEND

- PLANNED DEVELOPMENT BOUNDARY
-  HOTEL AND RELATED USES WITH OFF-STREET PARKING AND LOADING
-  TOWNHOUSE STRUCTURES
-  SUB-AREA



APPLICANT: DEPARTMENT OF URBAN RENEWAL - CITY OF CHICAGO
DATE: _____, 1986

(Continued from page 39568)

to those of a B1-1 General Business District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 12-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 12-E in the area bounded by

a line 250 feet south of and parallel to East 47th Street; the alley first east of and parallel to South Wabash Avenue; a line 300 feet south of and parallel to East 47th Street; and South Wabash 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. 13-0.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 13-0 in the area bounded by

West Higgins Road; North Harlem Avenue; a line 175 feet south of West Higgins Road; a line 168.79 feet west of North Harlem Avenue; and a line 222.32 feet south of West Higgins Road,

to those of an M1-1 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. 14-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 R3 General Residence District symbols and indications as shown on Map No. 14-J in the area bounded by

the alley next north of and parallel to West 57th Place; a line 95.76 feet east of and parallel to South Pulaski Road; West 57th Place; and a line 85.77 feet east of and parallel to South Pulaski Road,

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. 16-N.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 16-N in the area bounded by

West 63rd Street; a north-south line 49.90 feet west of and parallel to South Natchez Avenue; the public alley next south of and parallel to West 63rd Street; and a north-south line 174.90 feet west of and parallel to South Natchez 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. 26-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 R3 General Residence District symbols and indications as shown on Map No. 26-E in the area bounded by

East 105th Street; the alley next east of and parallel to South Edbrooke Avenue; a line 30 feet south of and parallel to East 105th Street; and South Edbrooke Avenue,

to those of a B2-2 Restricted 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.

EXEMPTION OF MOTOR VEHICLE LESSORS FROM CHICAGO
SALES TAX AND INCREASE IN MOTOR VEHICLE
LESSOR TAX.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of February 3, 1987, pages 39154--39156, recommending that the City Council pass a proposed ordinance exempting Motor Vehicle Lessors from the Chicago Sales Tax and increasing the Motor Vehicle Lessor Tax.

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

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Burke, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Bitoy, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 28.

Nays -- Aldermen Vrdolyak, Huels, Kellam, Krystyniak, Soliz, Hagopian, Gabinski, Mell, Kotlarz, Banks, Cullerton, Pucinski, Schulter, Stone -- 14.

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

Alderman Evans then moved that the said passed ordinance be printed by the City Clerk in a special pamphlet. The motion *Prevailed*.

The following is said ordinance as passed:

WHEREAS, Motor Vehicle Lessors are hereafter required to pay an increased Motor Vehicle Lessor Tax for motor vehicles leased by them within the City; and

WHEREAS, The City of Chicago has determined that because of this increased Motor Vehicle Lessor Tax Liability that Motor Vehicle Lessors should be exempt from the Chicago Sales/Use Tax on the purchase or use of motor vehicles for which they will be paying this increased tax; now, therefore,

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

SECTION 1. Section 200.6-4 of Chapter 200.6 of the Municipal Code of Chicago, the Chicago Sales Tax Ordinance, is hereby amended by inserting the language in italics as follows:

200.6-4. Purchases or uses of tangible personal property under the following circumstances shall not be subject to the tax imposed by this Chapter:

(n) purchases or uses of motor vehicles, as defined in Section 1-146 of the Illinois Vehicle Code, by a lessor when such motor vehicles are to be used for leasing to lessees on a daily or weekly basis by such lessor and for which such lessor is required to pay the Chicago Motor Vehicle Lessor Tax with respect to said leasing of such motor vehicles.

SECTION 2. Chapter 200.7 of the Municipal Code of Chicago, the Motor Vehicle Lessor Tax Ordinance, is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

200.7-1.A. For purposes of this Chapter, when any of the following words or terms are used herein they shall have the meaning or construction ascribed to them in this section:

Daily or weekly basis: The term "daily or weekly basis" shall [mean] *include, in addition to its usual and popular meaning*, any period of time for which a daily or weekly rate is charged for a lease [, and shall also include any lease period other than a monthly or yearly lease where a monthly or yearly rate is charged].

200.7-2.A. A tax is hereby imposed upon the privilege of leasing motor vehicles within the City *to a lessee* on a daily or weekly basis in the amount of [95 cents] \$2.75 per vehicle per rental period specified in the lease agreement. [This tax shall be effective until and including May 25, 1986.]

[B. On May 26, 1986, and thereafter, a tax is hereby imposed upon the privilege of leasing motor vehicles within the City on a daily or weekly basis in the amount of one dollar per vehicle per rental period specified in the lease agreement.]

B. [C.] Any tax herein imposed is in addition to any other taxes authorized by law.

C. [D.] The lessor shall be required to pay this tax to the Department as provided in subsection [F.] E. below. The lessor shall be allowed to pass this tax along to his lessees as a separate charge on his rental bills or invoices.

D. [E.] This tax shall not apply to any lessor who is a governmental body; nor shall it apply to any lessor upon whom the imposition of the tax would violate the United States Constitution or the Constitution of the State of Illinois.

E. [F.] Except as provided herein, the lessor shall pay this tax on a monthly basis, with the tax due on motor vehicles leased within the month by the last day of the following month. A remittance return shall accompany each monthly payment. The format of such remittance return shall be prescribed by the Director of Revenue, and such return shall include the number of motor vehicles leased within that month and any other reasonable information the Director deems necessary. The remittance returns shall be filed and signed by the lessor under penalty as provided in Section 200.7-12 of this Chapter. The Director may allow a lessor to pay this tax on an annual basis, if the lessor's average monthly tax liability is less than \$20, with the tax due for the calendar year by the last day of January of the following year. A remittance form prescribed by the Director of Revenue, with requirements similar to the monthly remittance return referred to above, shall be signed and filed by the lessor with his annual payment.

SECTION 3. This ordinance shall be effective ten days after passage and publication but no earlier than March 1, 1987.

MUNICIPAL CODE AMENDED BY ADDITION OF NEW
CHAPTER 26.2 ENTITLED "GOVERNMENTAL
ETHICS".

On motion of Alderman Kelley, the City Council took up for consideration the report of the Committee on Committees, Rules and Appointments deferred and published in the Journal of the Proceedings of February 3, 1987, pages 39161--39179, recommending that the City Council pass a proposed ordinance amending the Chicago Municipal Code by the addition of a new Chapter 26.2 entitled "Governmental Ethics."

Alderman Evans presented the following substitute ordinance for the said proposed ordinance:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is essential to the function of democratic government that the public have confidence in the fair and honest administration of government; and

WHEREAS, That confidence can best be engendered and preserved by the avoidance of conflicts of interest, impropriety, or the appearance of them; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 26.2 entitled "Governmental Ethics" in italics as follows:

26.2-1. *Definitions. Whenever used in this Chapter, the following terms shall have the following meanings:*

(a) *"Administrative action" means any decision on, or proposal, consideration, enactment or making of any rule, regulation, or other official non-ministerial action or non-action by any executive department, or by any official or employee of an executive department, or any matter which is within the official jurisdiction of the executive branch.*

(b) *"Agency" means the City Council, any committee or other subdivision thereof, any City department or other administrative unit, commission, board, or other division of the government of the City.*

(c) *"City" means the City of Chicago.*

(d) *"Compensation" means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.*

(e) *"Contract management authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a City contract, including without limitation the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.*

(f) *"Doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the City or any City agency in an amount in excess of \$5,000 in any twelve consecutive months.*

(g) *"Economic interest" means any interest valued or capable of valuation in monetary terms; provided, that "economic interest" is subject to the same exclusions as "financial interest".*

(h) *"Employee" means an individual employed by the City of Chicago, whether part-time or full-time, but excludes elected officials. "Employee" also includes any person who is paid in the aggregate \$40,000 or more in any form in one year, whether from the City treasury or pursuant to City ordinance, for services to any City department, board, commission, agency, bureau or authority of City government, regardless of the nature of the relationship of such person to the City for purposes other than this chapter. "Employee" shall not include any person who provides services to the City under a contract awarded pursuant to the competitive bidding provisions of the Municipal Purchasing Act for Cities of 500,000 or More Population, as amended.*

(i) *"Expenditures" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.*

(j) *"Financial interest" means (i) any interest as a result of which the owner currently receives or is entitled to receive in the future more than \$2,500 per year; (ii) any interest with a cost or present value of \$5,000 or more; or (iii) any interest representing more than 10% of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust, or any*

legal entity organized for profit; provided, however, financial interest shall not include (a) any interest of the spouse of an official or employee which interest is related to the spouse's independent occupation, profession or employment; (b) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an official or employee for his office or employment; (d) any economic benefit provided equally to all residents of the City; (e) a time or demand deposit in a financial institution; (f) an endowment or insurance policy or annuity contract purchased from an insurance company.

(k) "Gift" means any thing of value given without consideration or expectation of return.

(l) "Legislation" means ordinances, resolutions, amendments, nominations, appointments, reports and any other matters pending or proposed in the City Council or a committee or other subdivision thereof, including any other matter which may be the subject of Council action.

(m) "Legislative action" means the introduction, sponsorship, consideration, debate, amendment, passage, defeat, approval, veto or other official action or non-action on any ordinance, resolution, motion, order, appointment, application or other matter pending or proposed in the City Council or any committee or subcommittee thereof.

(n) "Lobbyist" means any person (i) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action; or (ii) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

(o) "Official" means any person holding any elected office of the City or any appointed, non-employee member of any City agency.

(p) "Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

(q) "Professional services" means services in any occupation requiring advanced or specialized education and training, including without limitation law, accounting, insurance, real estate, engineering, medicine, architecture, dentistry, banking, finance, public relations, education or consulting.

(r) "Relative" means a person who is related to an official or employee as spouse or as any of the following, whether by blood or by adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister.

Article 1. Code Of Conduct.

26.2-2. Fiduciary Duty. Officials and employees shall at all times in the performance of their public duties owe a fiduciary duty to the City.

26.2-3. Improper Influence. No official or employee shall make, participate in making or in any way attempt to use his position to influence any City governmental decision or action in which he knows or has reason to know that he has any economic interest distinguishable from its effect on the public generally.

26.2-4. Offering, Receiving And Soliciting Gifts, Favors.

(a) No person shall give to any official or employee, or to the spouse or minor child of either of them, and none of them shall solicit or accept, any anonymous gift.

(b) No person shall give or offer to give to any official or employee or the spouse or minor child of either of them, and none of them shall accept, anything of value, including, but not limited to, a gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any official or employee would be influenced thereby. It shall be presumed that a non-monetary gift having a value of less than \$50 does not involve such an understanding.

(c) No person who has an economic interest in a specific City business, service or regulatory transaction shall give, directly or indirectly, to any City official or employee whose decision or action may substantially affect such transaction, or to the spouse or minor child of such official or employee, and none of them shall accept, any gift of (i) cash or its equivalent regardless of value, or (ii) an item or service other than an occasional one of nominal value (less than \$50).

(d) Except as prohibited in subsections (a) and (b), nothing in this section 26.2-4 shall prohibit any person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such public event.

(e) Any gift given in violation of the provisions of this section shall be turned over to the Comptroller, who shall add the gift to the inventory of City property.

(f) Nothing in this section 26.2-4 shall prohibit any official or employee, or his spouse or minor child, from accepting a gift on the City's behalf, provided, however, the person accepting the gift shall promptly report receipt of the gift to the Board of Ethics and to the Comptroller, who shall add it to the inventory of City property.

(g) Any official or employee who receives any gift or money for participating in the course of his public employment in speaking engagements, lectures, debates or organized discussion forums shall report it to the Board of Ethics within five business days.

26.2-5. Solicitation Or Receipt Of Money For Advice Or Assistance. No official or employee, or the spouse or minor child of any of them, shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the City; provided, however, that nothing in this section shall prevent an official or employee or the spouse of an official or employee from accepting compensation for services wholly unrelated to the official's or employee's City duties and responsibilities and rendered as part of his or her non-City employment, occupation or profession.

26.2-6. City-Owned Property. No official or employee shall engage in or permit the unauthorized use of City-owned property.

26.2-7. Use Or Disclosure Of Confidential Information. No current or former official or employee shall use or disclose other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended.

26.2-8. Conflicts Of Interest.

(a) No official or employee shall make or participate in the making of any governmental decision with respect to any matter in which he has any economic interest distinguishable from that of the general public.

(b) Any member of the City Council who has any economic interest distinguishable from that of the general public or all aldermen in any matter pending before the City Council or any Council Committee shall publicly disclose that nature and extent of such interest on the records of proceedings of the City Council. He shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the City Council is or should be aware of such potential conflict.

(c) Any official or employee who has a financial interest in any matter pending before any City agency shall disclose the nature of such interest to the Board of Ethics and, if the matter is pending in his own agency, to the head of the agency. The obligation to report under this subsection arises as soon as the official or employee is or should be aware of the pendency of the matter. This subsection does not apply to applications for health, disability or worker's compensation benefits.

26.2-9. Representation Of Other Persons.

(a) No elected official or employee may represent, or have an economic interest in the representation of, any person other than the City in any formal or informal proceeding or transaction before any City agency in which the agency's action or non-action is of a non-ministerial nature; provided that nothing in this subsection shall preclude any employee from performing the duties of his employment, or any elected official from appearing

without compensation before any city agency on behalf of his constituents in the course of his duties as an elected official.

(b) No elected official or employee may represent, or have an economic interest in the representation of, any person, in any judicial or quasi-judicial proceeding before any administrative agency or court in which the City is a party and that person's interest is adverse to that of the City.

(c) No appointed official may represent any person in the circumstances described in subsection (a) or (b) unless the matter is wholly unrelated to the official's City duties and responsibilities.

26.2-10. Post-Employment Restrictions.

(a) No former official or employee shall assist or represent any person other than the City in any judicial or administrative proceeding involving the City or any of its agencies, if the official or employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.

(b) No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the City or any of its agencies, if the official or employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the official or employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

26.2-11. Interest In City Business. *No elected official or employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the City or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the City, or is authorized by ordinance. Compensation for property taken pursuant to the City's eminent domain power shall not constitute a financial interest within the meaning of this section. Unless sold pursuant to a process of competitive bidding following public notice, no elected official or employee shall have a financial interest in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City. No appointed official shall engage in a transaction described in this section unless the matter is wholly unrelated to the official's City duties and responsibilities.*

26.2-12. Contract Inducements. *No payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every City contract and solicitation therefor.*

26.2-13. Employment Of Relatives.

(a) No official or employee shall employ or advocate for employment, in any City agency in which said official or employee serves or over which he exercises authority, supervision, or control, any person (i) who is a relative of said official or employee, or (ii) in exchange for or in consideration of the employment of any of said official's or employee's relatives by any other official or employee; provided that the prohibition in (i) applies to City Council Committee staff but not to personal staff of an alderman.

(b) No official or employee shall exercise contract management authority where any relative of the official or employee is employed by or has contracts with persons doing City work over which the City official or employee has or exercises contract management authority.

(c) No official or employee shall use or permit the use of his position to assist any relative in securing employment or contracts with persons over whom the employee or official exercises contract management authority. The employment of or contracting with a relative or such a City official or employee by such a person within six months prior to, during the term of, or six months subsequent to the period of a City contract shall be evidence that said employment or contract was obtained in violation of this chapter.

26.2-14. Solicitation Of Political Contributions. No official or employee shall compel, coerce or intimidate any City official or employee to make or refrain from making any political contribution. Nothing in this section shall be construed to prevent any official or employee from voluntarily making a contribution or from receiving a voluntary contribution.

Article 2. Financial Disclosure.

26.2-15. Statements Of Financial Interests.

(a) For purposes of this article, the following persons shall be referred to as "reporting individuals":

(i) each elected official; and

(ii) each appointed official; and

(iii) each employee who is compensated for services or occupies a budgeted position as an employee at a rate of \$40,000 per year or more, but not including those employees whose base salary is less than \$40,000 per year but who earn more than \$40,000 per year due to compensation for overtime hours worked; and

(iv) each employee who is compensated for services as an employee at a rate of less than \$40,000 per year for such employment, and also receives additional compensation either for professional services rendered to, or as an independent contractor for, the City in such an amount that his total income for service to the City is \$40,000 per year or more.

(b) *Each reporting individual shall file by May 1 of each year a verified written statement of financial interests in accordance with the provisions of this article, unless he has already filed a statement in that calendar year.*

(c) *Statements of financial interests shall also be filed by the following:*

(i) *an elected official at the time of filing his oath of office;*

(ii) *a person whose appointment to office is subject to confirmation by the City Council at the time when his name is submitted to the Council for consideration;*

(iii) *any other person at the time he becomes a reporting individual.*

(d) *No appointed official or employee shall be allowed to take the oath of office or enter or continue his duties, nor shall receive compensation from the City, unless he has filed a statement of financial interests with the Board of Ethics as required by this Chapter.*

26.2-16. *Content Of Statements. Statements of financial interests shall contain the following information:*

(a) *The name, address, and type of any professional, business or other organization (other than the City) in which the reporting individual was an officer, director, associate, partner, proprietor or employee, or served in any advisory capacity, and from which any income in excess of \$2,500 was derived during the preceding calendar year;*

(b) *The nature of any professional, business or other services rendered by the reporting individual and the name and nature of the person (other than the City) to whom or to which such services were rendered if, during the preceding calendar year (1) compensation in excess of \$5,000 was received for professional services by the reporting individual and (2) the person was doing business with the City.*

(c) *The identity of any capital asset, including the address or legal description of real estate, from which the reporting individual realized a capital gain of \$5,000 or more in the preceding calendar year other than the sale of the reporting individual's principal place of residence;*

(d) *The name of any unit of government, other than the City, which employed the reporting individual during the preceding calendar year;*

(e) *The name of any person from whom the reporting individual received during the preceding calendar year one or more gifts or honoraria having an aggregate value in excess of \$150, but not including gifts from relatives;*

(f) *The name and instrument of ownership in any person conducting business in the City, in which the reporting individual had a financial interest during the preceding calendar year. Ownership interests in publicly held corporations need not be disclosed.*

(g) *The identity of any financial interest in real estate located in the City, other than the principal place of residence of the reporting individual, and the address or, if none, the legal description of the real estate, including all forms of direct or indirect ownership such as partnerships or trusts of which the corpus consists primarily of real estate. For purposes of this subsection, a beneficial interest in a passive land trust shall not be considered a form of ownership of real estate.*

(h) *The name of, and the nature of the City action requested by, any person which has applied to the City for any license or franchise, or any permit for annexation, zoning or rezoning of real estate during the preceding calendar year if the reporting individual has a financial interest in such person;*

(i) *The name of any person doing business with the City in relation to which person the reporting individual had a financial interest during the preceding calendar year, and the title or description of any position held by the reporting individual in such person;*

(j) *The name and instrument of debt of all debts in excess of \$5,000 owed by the reporting individual, as well as the name and instrument of debt of all debts in excess of \$5,000 owed to the reporting individual, but only if the creditor or debtor, respectively, or any guarantor of the debt, has done work for or business with the City of Chicago in the preceding calendar year. Debt instruments issued by financial institutions whose normal business includes the making of loans of the kind received by the reporting individual, and which are made at the prevailing rate of interest and other terms and conditions standard for such loans at the time the debt was contracted, need not be disclosed. Debt instruments issued by publicly held corporations, and purchased by the reporting individual on the open market at the price available to the public, need not be disclosed.*

26.2-17. Form For Statement Of Financial Interests. *The statement of financial interests required to be filed with the Board of Ethics shall be completed by typewriting or hand printing, and shall be verified, dated, and signed by the reporting individual personally. It shall be submitted on a form prescribed by the Board.*

26.2-18. Filing Of Statements.

(a) *Not later than February 1 of each year, the City Comptroller shall certify to the Board of Ethics a list (current as of the prior January 1) of the names and mailing addresses of the persons described in section 18 who are required to file a statement of financial interests. In preparing this list, the City Comptroller shall set out the names in alphabetical order and shall file a copy of the list with the Board of Ethics. Not less than 30 days before the due date for filing statements of financial interests, the City Comptroller shall certify to the Board of Ethics a supplemental list of those persons described in section 26.2-15 who have, in the interim, become required to file a statement of financial interests. The supplemental list shall be in the same form and be filed in the same manner as the original list certified to the Board of Ethics.*

(b) *Not later than March 1 of each year, the Board of Ethics shall in writing notify all persons required to file statements of financial interests under this Article. Notice shall be by personal delivery or mail. The Board of Ethics may effect personal delivery of*

such notices by delivering the notices to the various department heads of the City for distribution to employees. Department heads shall notify the Board of Ethics of those employees who have not been served with such notice by April 1. The Board of Ethics shall then take appropriate steps to notify such persons by mail of the filing requirements. Employees shall be notified by mail at the last known address for them appearing in City records.

(c) The Board of Ethics shall deliver a receipt to each person who files a statement under this Article, indicating that the person has filed such statement and the date of such filing.

(d) All statements of financial interests shall be available for examination and duplication by the public in the office of the Board of Ethics during the regular business hours of the City of Chicago, except as otherwise provided by law. Each person examining or requesting duplication of a statement of financial interests must first complete a request form prepared by the Board of Ethics. The request form shall include the name, occupation, employer, address, and telephone number of the examiner as well as the date of and reasons for such examination or duplication. A separate request form must be completed for each statement of financial interests to be examined. Requests for the examination or duplication of a statement of financial statements shall be filed as soon as is practicable. Request forms shall be available in the office of the Board of Ethics.

The Board of Ethics shall promptly notify each person required to file a statement of financial interests of each examination or duplication of his statement by sending to such person a copy of the completed request form. Costs of duplicating the statement of financial interests shall be paid by the person requesting duplication.

(e) No person shall use for any commercial purpose information contained or copied from statements of financial interests required to be filed by this chapter or from lists compiled from such statements.

26.2-19. Failure To File Statement By Deadline.

(a) If any person who is required to file a statement of financial interest by May 1 of any year fails to file such a statement, the Board of Ethics shall, by May 15, notify such person by certified mail of his failure to file by the specified date. Such person shall file his statement on or before May 31. Failure to file by May 31 shall constitute a violation of this chapter, except as provided in subsection (c).

(b) Any person who first becomes subject to the requirement to file a statement of financial interests within 30 days prior to May 1 of any year shall be notified at that time by the appointing or employing authority of the obligation to file and shall file his statement at any time on or before May 31 without penalty. The appointing or employing authority shall notify the Board of Ethics of the identity of such persons. If such person fails to file such statement by May 31, the Board of Ethics shall, within 7 days after May 31, notify such person by certified mail of his failure to file by the specified date. Such person shall file his statement of financial interests on or before June 15 with the Board of Ethics. Failure to file by June 15 shall constitute a violation of this chapter, except as provided in subsection (c).

(c) Any person who is required to file a statement of financial interests may effect one thirty-day extension of time for filing the statement by filing with the Board of Ethics, not less than 10 days before the date on which the statement is due, a declaration of his intention to defer the filing of the statement. Failure to file by that date shall constitute a violation of this chapter.

26.2-20. *Filing Under Prior Order.* All persons who filed statements of financial interests in 1987 pursuant to Executive Order 86-1 shall be deemed to have complied with the filing requirement of this Article for that year. All elected officials who filed statements of financial interests in 1987 pursuant to the applicable State law shall be deemed to have complied with the filing requirement of this Article for that year.

Article 3. Lobbyist Registration.

26.2-21. *Persons Required To Register.* Each lobbyist whose lobbying- related compensation or expenditures aggregate \$5,000 or more in the preceding or current calendar year shall register and file reports with the Board of Ethics as provided in this article.

26.2-22. *Persons Or Entities Not Required To Register.*

This article is not intended and shall not be construed to apply to the following:

(a) *Persons who own, publish, or are employed by a newspaper or other regularly published periodical, or who own or are employed by a radio station, television station, or other news medium which, in the ordinary course of business, disseminates to the general public news, editorial or other comment, or paid advertisements which directly urge the passage or defeat of, action upon, any legislative or administrative matter. This exemption shall not be applicable to such a person insofar as he receives additional compensation or expenses from any other source for undertaking to influence legislative or administrative action.*

(b) *Officials and employees of the City of Chicago, or of any other unit of government, who appear in their official capacities before any City agency for the purpose of explaining the effect of any legislative or administrative matter pending before such body.*

(c) *Persons who, by reasons of their special skills or knowledge of any matter pending before any City agency are requested in writing by (i) a member of the City Council, to appear before the City Council, or a committee or other subdivision thereof, to discuss such matter, or (ii) the Commissioner, Director, or Chairman of another City agency to appear before that agency to discuss such matter; regardless of whether such persons receive compensation for so appearing. This exemption shall only be applicable to the extent that such persons appear in the foregoing capacity. To the extent that such persons also engage in activities with respect to which this Article otherwise requires them to register, they shall so register with respect to those activities.*

26.2-23. Information Required Of Registrants. No later than January 20 of each year, or within five business days of engaging in any activity which requires such person to register, every person required to register shall file with the Board of Ethics a sworn written statement on a form prescribed by the Board containing the following information:

(a) The registrant's name, permanent address and temporary address (if any) while lobbying;

(b) With respect to each client from which the registrant expects to receive compensation, and each business entity on behalf of which the registrant expects to act as a lobbyist:

(i) the name, business address, permanent address and nature of business of the client or business entity;

(ii) whether the relationship is expected to involve compensation or expenditures or both;

(iii) the name of each City agency before which the registrant expects to lobby.

(c) If such registrant is retained by another business entity pursuant to a written agreement of retainer or employment, a copy of such agreement shall be attached. If the agreement of retainer is oral, a statement of the substance thereof shall be attached.

26.2-24. Amendment Of Registration Statements. In the event any substantial change or addition occurs with respect to the information required by this Article to be contained in the registration statement, an amendment to the statement shall be filed with the Board of Ethics within 14 days.

26.2-25. Reports Of Lobbying Activities. No later than January 20 and July 20 of each year, each registrant shall file with the Board of Ethics a notarized written report of lobbying activities during the previous six calendar months. The report shall be on a form prescribed by the Board and shall contain:

(a) The registrant's name, permanent address, and temporary address (if any) while lobbying;

(b) With respect to each client from which the registrant has received cumulative compensation of \$1,000 or more in that calendar year for lobbying:

(i) the name, business and permanent address and nature of business of the client and of any other business entities on whose behalf lobbying was performed for the same compensation;

(ii) a statement of the amount of compensation to the nearest \$5,000;

(iii) the name of each City agency before which the registrant lobbied and a brief description of the legislation or administrative action involved.

(c) The total amount of expenditures, outside his own business entity, for lobbying in each of the following categories: (i) office expenses; (ii) public education, advertising and publications; (iii) compensation to others; (iv) personal sustenance, lodging, and travel; and (v) other expenses; provided, however, that each expenditure of \$250.00 or more shall also be itemized by the date of the expenditure, the amount, purpose and beneficiary of the expenditure, the name, address and nature of business of the recipient, and the legislative or administrative action in connection with which said expenditure was made.

26.2-26. Inactive Lobbyists. Registrants who received no compensation and made no expenditures during a six-month reporting period shall nevertheless file reports as required herein. Such reports shall state that no compensation was received and no expenditures were made during the reporting period.

26.2-27. Failure To File Reports. If a registrant fails to file a report as required herein, the Board of Ethics shall, within 15 days of the due date, notify the registrant by certified mail of his failure to file by the required date. The registrant shall thereafter file his report within 10 days of the issuance of the notice. Any registrant who fails to file within the 10 days shall be subject to a penalty of \$100 for each day thereafter until the date of filing. Failure to file within the 10 days shall constitute a violation of this chapter.

Any registrant who is required to file a report hereunder may effect one 30-day extension of time for filing the report by filing with the Board of Ethics, not less than 10 days before the date on which the statement is due, a declaration of his intention to defer the filing of the report. The filing of such declaration shall suspend application of the penalty provisions contained herein for the duration of the extension. Failure to file by the extended date shall constitute a violation of this chapter and shall subject the registrant to a penalty of \$100 per day thereafter.

26.2-28. Termination Of Lobbying. A registrant who terminates the activities that require registration and filing under this Article shall file with the Board of Ethics a Termination Notice which shall include a report of compensation and expenditures as provided in section 26.2-25, covering the period of time to the date of termination of his activities as a lobbyist. Such notice and report shall be final and relieve such registrant of further reporting under this Article unless and until he later undertakes activities requiring him to register again under this Article.

26.2-29. Access To Information. Registration statements, amendments to statements, reports of compensation and expenditures, and notices of termination shall be maintained and made available to the public by the Board of Ethics. By February 15 of each year, the Board of Ethics shall compile a list of registered lobbyists, which list shall be made available to the public.

26.2-30. Contingent Fees. No person shall retain or employ a lobbyist for compensation contingent in whole or in part upon the approval or disapproval of any legislative or administrative matter, and no person shall accept any such employment or render any service for compensation contingent upon the approval or disapproval of any legislative or administrative matter.

Article 4. Board Of Ethics.

26.2-31. Appointment Of Members. There is hereby created and established the Board of Ethics. The Board shall consist of seven members appointed by the Mayor, with the consent of the City Council. Members of the Board shall (i) reside within the corporate boundaries of the City; (ii) not hold other elected or appointed public or political party office nor endorse, nor engage in any political or campaign activity on behalf of, any candidate for public office; (iii) not be an employee of the City or any subdivision thereof; (iv) have no financial interest in any work or business of or official action by the City, or any other governmental agency within the jurisdiction of the State of Illinois, County of Cook, or City of Chicago.

A member of the Board shall be appointed for a term of office of four years and hold office until his successor has been appointed and has qualified, except that members first appointed shall be appointed for the following terms of office: two for one year, two for two years, two for three years and one for four years. Vacancies on the Board shall be filled in the same manner that original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant.

26.2-32. Chair And Vice Chair. The Board Chair shall be designated by the Mayor. The Board shall elect a Vice Chair from among its membership.

26.2-33. Removal Of Members. The Mayor, with the consent of the remaining Board members, may remove any member of the Board for incompetency, substantial neglect of duty, gross misconduct or malfeasance in office, or violation of any law, after written notice stating with particularity the grounds for removal, and an opportunity for the member to respond.

26.2-34. Meetings. Unless otherwise determined by its members, the Board shall meet monthly at a regularly scheduled date and time determined by the Board. Any member may administer oaths and receive testimony from witnesses at a meeting of the Board. Four members of the Board shall constitute a quorum. A majority vote of the total membership shall be necessary to take any action.

26.2-35. Records. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote indicating such fact, and shall also keep records of its investigations and other official actions. Every rule, regulation, every amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall be filed in the office of the Board.

26.2-36. Compensation. Board members shall receive no compensation for their services, but each Board member may be reimbursed for expenses reasonably incurred in the performance of Board duties.

26.2-37. Powers And Duties. In addition to other powers and duties specifically mentioned in this chapter, the Board of Ethics shall have the following powers and duties:

(a) To initiate and to receive complaints of violations of any of the provisions of this chapter and to investigate and act upon such complaints as provided by this chapter;

provided, however, that the Board shall have no authority to investigate any complaint alleging a violation of any provision of this ordinance or alleging other misconduct by an alderman. If the Board receives a complaint alleging a violation or other misconduct by an alderman, the Board shall, within two days after receipt thereof, transmit such complaint to the standing committee of the City Council having jurisdiction over such complaints.

(b) To conduct investigations, inquiries, and hearings concerning any matter covered by this chapter, subject to the limitation expressed in the preceding subsection, and to certify its own acts and records. In the process of investigating complaints of violations of this chapter, the Board, by a majority vote, may request the issuance of a subpoena by the City Council in accordance with Illinois law. The Board may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. When the Board determines that assistance is needed in conducting investigations, or when required by law, the Board shall request the assistance of other appropriate agencies.

(c) To require the cooperation of City agencies, officials, employees and other persons whose conduct is regulated by this chapter, in investigating alleged violations of this chapter. Information reasonably related to an investigation shall be made available to the Board by such persons on written request.

(d) To consult with City agencies, officials and employees on matters involving ethical conduct.

(e) To recommend such legislative action as it may deem appropriate to effectuate the policy of this chapter.

(f) To conduct research in the field of governmental ethics and to carry out such educational programs as it deems necessary to effectuate the policy and purpose of this chapter.

(g) To promulgate rules for the conduct of Board activities, including procedural rules consistent with the requirements of due process of law. Provided, however, no such rules and regulations shall become effective until 45 days after their submission to the City Council. And, provided further, no such rules and regulations shall become effective if, during said 45-day period, the City Council, by majority vote of Aldermen entitled to be elected, acts to disapprove said rules and regulations.

(h) To prescribe forms for the disclosure and registration of information as provided in this chapter.

(i) To hire such staff as the City Council shall provide in the annual appropriation ordinance.

(j) To prepare and publish, from time to time but at least annually, reports summarizing the Board's activities and to present such report to the Mayor and the City Council.

(k) To render advisory opinions with respect to the provisions of this chapter based upon a real or hypothetical set of circumstances, when requested in writing by an official or employee, or by a person who is personally and directly involved. Advisory opinions shall be made available to the public, but the identity of the person requesting the opinion and of any person whose conduct is involved in the set of circumstances described in the request for opinion, shall be confidential.

26.2-38. Action On Complaints Or Investigations.

(a) Prior to the conclusion of an investigation, the Board shall give the person under investigation notice of the substance of the complaint and an opportunity to present such written information as the person may desire, including the names of any witnesses the person wishes to have interviewed by the Board.

(b) At the conclusion of an investigation, the Board shall prepare a written report including a summary of its investigation, a complete transcript of any proceeding including but not limited to any testimony heard by the Board, to be duly recorded by a qualified reporter, and including recommendations for such administrative or legal action as it deems appropriate. If the Board determines that the complaint is not sustained, it shall so state in its report and so notify the person investigated and any other person whom the Board has informed of the investigation. If the person investigated is an employee and the Board finds that corrective action should be taken, the Board shall send its report to the head of the department or agency in which the employee works. If the person investigated is a department head or appointed official, and the Board finds that corrective action should be taken, the Board shall send its report to the Mayor. If the person investigated is a City Council employee, and the Board finds that corrective action should be taken, the Board shall send its report to the chairman of the City Council committee or to the alderman for whom the employee works. If the person investigated is an elected official other than an alderman, the Board shall send its report to that official and to the Mayor. In all instances the Board shall also send its report to the Corporation Counsel. A person to whom the Board has transmitted a recommendation for action shall, within 30 days of receipt of the recommendation, report to the Board in writing the actions taken on the recommendation and, to the extent that the person declines to take any recommended action, provide a statement of reasons for his decision.

Nothing in this section shall preclude the Board from notifying a person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action; provided, however, that any such notification and recommendation shall be made in writing and a copy thereof shall be transmitted contemporaneously by the Board to the Corporation Counsel.

26.2-39. Confidentiality. *Complaints to the Board and investigations and recommendations thereon shall be confidential, except as necessary to carry out powers and duties of the Board or to enable another person or agency to consider and act upon the notices and recommendations of the Board; provided that, without identifying the person complained against or the specific transaction, the Board may (a) comment publicly on the disposition of its requests and recommendations and (b) publish summary opinions to inform City personnel and the public about the interpretation of provisions of this chapter.*

Article 5. Penalties For Violation.

26.2-40. Sanctions.

(a) Any employee found to have violated any of the provisions of this chapter, or to have furnished false or misleading information to the Board of Ethics with the intent to mislead, shall be subject to employment sanctions, including discharge, in accordance with procedures under which the employee may otherwise be disciplined. Any official who intentionally files a false or misleading statement of financial interests, or knowingly fails to file a statement within the time prescribed in this chapter, or otherwise violates any provision of this chapter, shall be subject to removal from office.

(b) Any non-elected official, employee, or city contractor who fails to provide documents or information requested by the Board under Section 26.2- 37 shall be subject to employment sanctions, removal from office, or cancellation of contract rights.

26.2-41. Judicial Penalties. Any person found by a court to be guilty of knowingly violating any of the provisions of this chapter or of furnishing false, misleading or incomplete information to the Board of Ethics with the intent to mislead, upon conviction thereof shall be punished by a fine of no more than \$500 for any one offense.

26.2-42. Invalid Actions. All City contracts shall include a provision requiring compliance with this chapter. Any contracts negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City. Any permit, license, ruling, determination or other official action of a City agency applied for or in any other manner sought, obtained or undertaken in violation of any of the provisions of this chapter shall be invalid and without any force or effect whatsoever.

26.2-43. Other Remedies. Nothing in this chapter shall preclude the City from maintaining an action for an accounting for any pecuniary benefit received by any person in violation of this chapter or other law, or to recover damages for violation of this chapter.

26.2-44. Relationship To Other Laws. The procedures and penalties provided in this chapter are supplemental and do not limit either the power of the City Council to discipline its own members or the power of any other City agency to otherwise discipline officials or employees or take appropriate administrative action or to adopt more restrictive rules. Nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

26.2-45. Application To Other Governmental Bodies And Agencies. No person shall be eligible for appointment to any governmental body or agency by the Mayor with the advice and consent of the City Council including, but not limited to, the Chicago Board of Education, the Community College District No. 508, the Chicago Transit Authority, the Chicago Park District and the Illinois International Port District, unless and until such person shall have executed a voluntary agreement to abide by the provisions of the "Governmental Ethics" ordinance of the City of Chicago. A person shall not be required to comply with the provisions of the "Governmental Ethics" ordinance of the City of Chicago to the extent that such compliance would be inconsistent with the law, ordinance, or rule. Any person who shall violate the provisions of the "Governmental Ethics" ordinance of the

City of Chicago, and thereby shall have breached the aforementioned agreement shall be subject to the applicable sanctions in the "Governmental Ethics" ordinance of the City of Chicago. The boards of the aforementioned agencies are hereby memorialized to adopt ordinances, resolutions, or rules or regulations providing that any person doing business with the aforementioned agencies shall be required to execute voluntary agreement to abide by the terms of the "Governmental Ethics" ordinance of the City of Chicago. Those boards are further memorialized to adopt in those ordinances, resolutions, or rules or regulations that any person shall violate the provisions of the "Governmental Ethics" ordinance of the City of Chicago, and thereby shall have breached the aforementioned agreement shall be subject to the sanctions in the "Governmental Ethics" ordinance of the City of Chicago.

If all or any part of this Section 26.2-45 is held unconstitutional, invalid or beyond the power or jurisdiction of the corporate authorities of the City of Chicago to enact, such invalidity does not affect other provisions of this chapter. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted had this Section 26.2-45 not been included.

26.2-46. No elected official or appointed official shall act as an attorney for any governmental body or agency created by state law, specifically including but not limited to, the Chicago Board of Education, the Community College District No. 508, the Chicago Transit Authority, the Chicago Housing Authority, the Illinois International Port District, Regional Transportation Authority, and the Public Building Commission.

26.2-47. Any member of the Board of Ethics who knowingly violates Section 26.2-39 shall be subject to the penalties indicated in Section 26.2-41.

26.2-48. Severability. If any provision of this chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this chapter which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this chapter is severable, unless otherwise provided by this chapter. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not be included.

SECTION 2. Chapter 4 of the Municipal Code of Chicago is hereby amended by adding thereto a new Section 4-12.1, in italics as follows:

4-12.1. The City Council shall at all times maintain a standing committee having jurisdiction over the conduct of its members. Such committee shall have the responsibility for investigating allegations of misconduct by aldermen, including allegations of violation of chapters 26.2 and 26.3 of the Municipal Code, and for recommending to the City Council appropriate corrective or disciplinary action against any alderman for any such misconduct. The committee shall complete its investigation of any such allegations and present to the City Council its report and recommendations on the investigation within one year from the date of receipt of the allegations.

SECTION 3. This ordinance shall be in full force and effect on July 1, 1987.

Alderman Evans moved to *Substitute* the foregoing proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Bitoy, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 27.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Banks, Cullerton, O'Connor, Pucinski, McLaughlin, Schulter, Stone -- 21.

Alderman Evans then moved to amend the proposed substitute ordinance as follows:

Page 9, Section C: by the addition of the words "nor does it apply to aldermen", following the last word in the Section.

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

Alderman Burke next presented the following amendment:

Page 11, Paragraph 1: I move to strike the words "unless the matter is wholly unrelated to the official's City duties and responsibilities".

Alderman Evans then moved to *Lay on the Table* the foregoing proposed amendment.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Bitoy, Giles, Natarus, Oberman, Volini, Orr -- 23.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Kelley, Sherman, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Alderman Evans called for a verification of the foregoing vote. The clerk recalled the roll and the motion to *Lay on the Table* *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Bitoy, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 24.

Alderman Burke then presented a second amendment which would delete the existing Section 2 of the substitute and insert in lieu thereof a new Section 2 regarding the creation of a City Council standing committee to be known as the Committee on Ethics, Conduct and Standards.

Alderman Evans moved to *Lay on the Table* the foregoing proposed amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Bitoy, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 27.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, O'Connor, McLaughlin, Schulter, Stone -- 20.

Alderman Vrdolyak next presented the following amendment:

"I hereby move to amend the ordinance creating a new Chapter 26.2 entitled "Governmental Ethics" by adding a new paragraph 26.2-46 in italics and renumbering the current paragraph 26.2-46 as a new 26.2-47:"

26.2-46. Prohibition Against Payment For Campaign Activities From City Funds. No City funds shall be used to pay for legal fees, court costs or any cost incurred in connection with campaign or political activity.

Alderman Evans moved to *Lay on the Table* the foregoing proposed amendment. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Bitoy, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter -- 22.

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

Yeas -- 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, Bitoy, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is essential to the function of democratic government that the public have confidence in the fair and honest administration of government; and

WHEREAS, That confidence can best be engendered and preserved by the avoidance of conflicts of interest, impropriety, or the appearance of them; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 26.2 entitled "Governmental Ethics" in italics as follows:

26.2-1. Definitions. Whenever used in this Chapter, the following terms shall have the following meanings:

(a) *"Administrative action" means any decision on, or proposal, consideration, enactment or making of any rule, regulation, or other official non-ministerial action or non-action by any executive department, or by any official or employee of an executive department, or any matter which is within the official jurisdiction of the executive branch.*

(b) *"Agency" means the City Council, any committee or other subdivision thereof, any City department or other administrative unit, commission, board, or other division of the government of the City.*

(c) *"City" means the City of Chicago.*

(d) *"Compensation" means money, thing of value or other pecuniary benefit received or to be received in return for, or as reimbursement for, services rendered or to be rendered.*

(e) *"Contract management authority" means personal involvement in or direct supervisory responsibility for the formulation or execution of a City contract, including without limitation the preparation of specifications, evaluation of bids or proposals, negotiation of contract terms or supervision of performance.*

(f) *"Doing business" means any one or any combination of sales, purchases, leases or contracts to, from or with the City or any City agency in an amount in excess of \$5,000 in any twelve consecutive months.*

(g) *"Economic interest" means any interest valued or capable of valuation in monetary terms; provided, that "economic interest" is subject to the same exclusions as "financial interest".*

(h) *"Employee" means an individual employed by the City of Chicago, whether part-time or full-time, but excludes elected officials. "Employee" also includes any person who is paid in the aggregate \$40,000 or more in any form in one year, whether from the City treasury or pursuant to City ordinance, for services to any City department, board, commission, agency, bureau or authority of City government, regardless of the nature of the relationship of such person to the City for purposes other than this chapter. "Employee" shall not include any person who provides services to the City under a contract awarded pursuant to the competitive bidding provisions of the Municipal Purchasing Act for Cities of 500,000 or More Population, as amended.*

(i) *"Expenditures" means a payment, distribution, loan, advance, deposit, or gift of money or anything of value.*

(j) *"Financial interest" means (i) any interest as a result of which the owner currently receives or is entitled to receive in the future more than \$2,500 per year; (ii) any interest with a cost or present value of \$5,000 or more; or (iii) any interest representing more than 10% of a corporation, partnership, sole proprietorship, firm, enterprise, franchise, organization, holding company, joint stock company, receivership, trust, or any legal entity organized for profit; provided, however, financial interest shall not include (a) any interest of the spouse of an official or employee which interest is related to the spouse's independent occupation, profession or employment; (b) any ownership through purchase at fair market value or inheritance of less than 1% of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (c) the authorized compensation paid to an official or employee for his office or employment; (d) any economic benefit provided equally to all residents of the City; (e) a time or demand deposit in a financial institution; (f) an endowment or insurance policy or annuity contract purchased from an insurance company.*

(k) *"Gift" means any thing of value given without consideration or expectation of return.*

(l) *"Legislation" means ordinances, resolutions, amendments, nominations, appointments, reports and any other matters pending or proposed in the City Council or a committee or other subdivision thereof, including any other matter which may be the subject of Council action.*

(m) *"Legislative action" means the introduction, sponsorship, consideration, debate, amendment, passage, defeat, approval, veto or other official action or non-action on any ordinance, resolution, motion, order, appointment, application or other matter pending or proposed in the City Council or any committee or subcommittee thereof.*

(n) *"Lobbyist" means any person (i) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action; or (ii)*

any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

(o) "Official" means any person holding any elected office of the City or any appointed, non-employee member of any City agency.

(p) "Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

(q) "Professional services" means services in any occupation requiring advanced or specialized education and training, including without limitation law, accounting, insurance, real estate, engineering, medicine, architecture, dentistry, banking, finance, public relations, education or consulting.

(r) "Relative" means a person who is related to an official or employee as spouse or as any of the following, whether by blood or by adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister.

Article 1. Code Of Conduct.

26.2-2. Fiduciary Duty. Officials and employees shall at all times in the performance of their public duties owe a fiduciary duty to the City.

26.2-3. Improper Influence. No official or employee shall make, participate in making or in any way attempt to use his position to influence any City governmental decision or action in which he knows or has reason to know that he has any economic interest distinguishable from its effect on the public generally.

26.2-4. Offering, Receiving And Soliciting Gifts, Favors.

(a) No person shall give to any official or employee, or to the spouse or minor child of either of them, and none of them shall solicit or accept, any anonymous gift.

(b) No person shall give or offer to give to any official or employee or the spouse or minor child of either of them, and none of them shall accept, anything of value, including, but not limited to, a gift, favor or promise of future employment, based upon any mutual understanding, either explicit or implicit, that the votes, official actions, decisions or judgments of any official or employee would be influenced thereby. It shall be presumed that a non-monetary gift having a value of less than \$50 does not involve such an understanding.

(c) No person who has an economic interest in a specific City business, service or regulatory transaction shall give, directly or indirectly, to any City official or employee whose decision or action may substantially affect such transaction, or to the spouse or minor child of such official or employee, and none of them shall accept, any gift of (i) cash

or its equivalent regardless of value, or (ii) an item or service other than an occasional one of nominal value (less than \$50).

(d) Except as prohibited in subsections (a) and (b), nothing in this section 26.2-4 shall prohibit any person from giving or receiving: (i) an award publicly presented in recognition of public service; (ii) commercially reasonable loans made in the ordinary course of the lender's business; (iii) political contributions, provided they are reported to the extent required by law; (iv) reasonable hosting, including travel and expenses, entertainment, meals or refreshments furnished in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such public event.

(e) Any gift given in violation of the provisions of this section shall be turned over to the Comptroller, who shall add the gift to the inventory of City property.

(f) Nothing in this section 26.2-4 shall prohibit any official or employee, or his spouse or minor child, from accepting a gift on the City's behalf, provided, however, the person accepting the gift shall promptly report receipt of the gift to the Board of Ethics and to the Comptroller, who shall add it to the inventory of City property.

(g) Any official or employee who receives any gift or money for participating in the course of his public employment in speaking engagements, lectures, debates or organized discussion forums shall report it to the Board of Ethics within five business days.

26.2-5. *Solicitation Or Receipt Of Money For Advice Or Assistance.* No official or employee, or the spouse or minor child of any of them, shall solicit or accept any money or other thing of value including, but not limited to, gifts, favors, services or promises of future employment, in return for advice or assistance on matters concerning the operation or business of the City; provided, however, that nothing in this section shall prevent an official or employee or the spouse of an official or employee from accepting compensation for services wholly unrelated to the official's or employee's City duties and responsibilities and rendered as part of his or her non-City employment, occupation or profession.

26.2-6. *City-Owned Property.* No official or employee shall engage in or permit the unauthorized use of City-owned property.

26.2-7. *Use Or Disclosure Of Confidential Information.* No current or former official or employee shall use or disclose other than in the performance of his official duties and responsibilities, or as may be required by law, confidential information gained in the course of or by reason of his position or employment. For purposes of this section, "confidential information" means any information that may not be obtained pursuant to the Illinois Freedom of Information Act, as amended.

26.2-8. *Conflicts Of Interest.*

(a) No official or employee shall make or participate in the making of any governmental decision with respect to any matter in which he has any economic interest distinguishable from that of the general public.

(b) Any member of the City Council who has any economic interest distinguishable from that of the general public or all aldermen in any matter pending before the City Council or any Council Committee shall publicly disclose that nature and extent of such interest on the records of proceedings of the City Council. He shall abstain from voting on the matter but shall be counted present for purposes of a quorum. The obligation to report a potential conflict of interest under this subsection arises as soon as the member of the City Council is or should be aware of such potential conflict.

(c) Any official or employee who has a financial interest in any matter pending before any City agency shall disclose the nature of such interest to the Board of Ethics and, if the matter is pending in his own agency, to the head of the agency. The obligation to report under this subsection arises as soon as the official or employee is or should be aware of the pendency of the matter. This subsection does not apply to applications for health, disability or worker's compensation benefits nor does it apply to aldermen.

26.2-9. Representation Of Other Persons.

(a) No elected official or employee may represent, or have an economic interest in the representation of, any person other than the City in any formal or informal proceeding or transaction before any City agency in which the agency's action or non-action is of a non-ministerial nature; provided that nothing in this subsection shall preclude any employee from performing the duties of his employment, or any elected official from appearing without compensation before any city agency on behalf of his constituents in the course of his duties as an elected official.

(b) No elected official or employee may represent, or have an economic interest in the representation of, any person, in any judicial or quasi-judicial proceeding before any administrative agency or court in which the City is a party and that person's interest is adverse to that of the City.

(c) No appointed official may represent any person in the circumstances described in subsection (a) or (b) unless the matter is wholly unrelated to the official's City duties and responsibilities.

26.2-10. Post-Employment Restrictions.

(a) No former official or employee shall assist or represent any person other than the City in any judicial or administrative proceeding involving the City or any of its agencies, if the official or employee was counsel of record or participated personally and substantially in the proceeding during his term of office or employment.

(b) No former official or employee shall, for a period of one year after the termination of the official's or employee's term of office or employment, assist or represent any person in any business transaction involving the City or any of its agencies, if the official or employee participated personally and substantially in the subject matter of the transaction during his term of office or employment; provided, that if the official or employee exercised contract management authority with respect to a contract this prohibition shall be permanent as to that contract.

26.2-11. Interest In City Business. No elected official or employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the City or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the City, or is authorized by ordinance. Compensation for property taken pursuant to the City's eminent domain power shall not constitute a financial interest within the meaning of this section. Unless sold pursuant to a process of competitive bidding following public notice, no elected official or employee shall have a financial interest in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City. No appointed official shall engage in a transaction described in this section unless the matter is wholly unrelated to the official's City duties and responsibilities.

26.2-12. Contract Inducements. No payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. This prohibition shall be set forth in every City contract and solicitation therefor.

26.2-13. Employment Of Relatives.

(a) No official or employee shall employ or advocate for employment, in any City agency in which said official or employee serves or over which he exercises authority, supervision, or control, any person (i) who is a relative of said official or employee, or (ii) in exchange for or in consideration of the employment of any of said official's or employee's relatives by any other official or employee; provided that the prohibition in (i) applies to City Council Committee staff but not to personal staff of an alderman.

(b) No official or employee shall exercise contract management authority where any relative of the official or employee is employed by or has contracts with persons doing City work over which the City official or employee has or exercises contract management authority.

(c) No official or employee shall use or permit the use of his position to assist any relative in securing employment or contracts with persons over whom the employee or official exercises contract management authority. The employment of or contracting with a relative or such a City official or employee by such a person within six months prior to, during the term of, or six months subsequent to the period of a City contract shall be evidence that said employment or contract was obtained in violation of this chapter.

26.2-14. Solicitation Of Political Contributions. No official or employee shall compel, coerce or intimidate any City official or employee to make or refrain from making any political contribution. Nothing in this section shall be construed to prevent any official or employee from voluntarily making a contribution or from receiving a voluntary contribution.

Article 2. Financial Disclosure.

26.2-15. Statements Of Financial Interests.

(a) *For purposes of this article, the following persons shall be referred to as "reporting individuals":*

(i) *each elected official; and*

(ii) *each appointed official; and*

(iii) *each employee who is compensated for services or occupies a budgeted position as an employee at a rate of \$40,000 per year or more, but not including those employees whose base salary is less than \$40,000 per year but who earn more than \$40,000 per year due to compensation for overtime hours worked; and*

(iv) *each employee who is compensated for services as an employee at a rate of less than \$40,000 per year for such employment, and also receives additional compensation either for professional services rendered to, or as an independent contractor for, the City in such an amount that his total income for service to the City is \$40,000 per year or more.*

(b) *Each reporting individual shall file by May 1 of each year a verified written statement of financial interests in accordance with the provisions of this article, unless he has already filed a statement in that calendar year.*

(c) *Statements of financial interests shall also be filed by the following:*

(i) *an elected official at the time of filing his oath of office;*

(ii) *a person whose appointment to office is subject to confirmation by the City Council at the time when his name is submitted to the Council for consideration;*

(iii) *any other person at the time he becomes a reporting individual.*

(d) *No appointed official or employee shall be allowed to take the oath of office or enter or continue his duties, nor shall receive compensation from the City, unless he has filed a statement of financial interests with the Board of Ethics as required by this Chapter.*

26.2-16. Content Of Statements. *Statements of financial interests shall contain the following information:*

(a) *The name, address, and type of any professional, business or other organization (other than the City) in which the reporting individual was an officer, director, associate, partner, proprietor or employee, or served in any advisory capacity, and from which any income in excess of \$2,500 was derived during the preceding calendar year;*

(b) *The nature of any professional, business or other services rendered by the reporting individual and the name and nature of the person (other than the City) to whom or to which such services were rendered if, during the preceding calendar year (1) compensation in excess of \$5,000 was received for professional services by the reporting individual and (2) the person was doing business with the City.*

(c) *The identity of any capital asset, including the address or legal description of real estate, from which the reporting individual realized a capital gain of \$5,000 or more in the preceding calendar year other than the sale of the reporting individual's principal place of residence;*

(d) *The name of any unit of government, other than the City, which employed the reporting individual during the preceding calendar year;*

(e) *The name of any person from whom the reporting individual received during the preceding calendar year one or more gifts or honoraria having an aggregate value in excess of \$150, but not including gifts from relatives;*

(f) *The name and instrument of ownership in any person conducting business in the City, in which the reporting individual had a financial interest during the preceding calendar year. Ownership interests in publicly held corporations need not be disclosed.*

(g) *The identity of any financial interest in real estate located in the City, other than the principal place of residence of the reporting individual, and the address or, if none, the legal description of the real estate, including all forms of direct or indirect ownership such as partnerships or trusts of which the corpus consists primarily of real estate. For purposes of this subsection, a beneficial interest in a passive land trust shall not be considered a form of ownership of real estate.*

(h) *The name of, and the nature of the City action requested by, any person which has applied to the City for any license or franchise, or any permit for annexation, zoning or rezoning of real estate during the preceding calendar year if the reporting individual has a financial interest in such person;*

(i) *The name of any person doing business with the City in relation to which person the reporting individual had a financial interest during the preceding calendar year, and the title or description of any position held by the reporting individual in such person;*

(j) *The name and instrument of debt of all debts in excess of \$5,000 owed by the reporting individual, as well as the name and instrument of debt of all debts in excess of \$5,000 owed to the reporting individual, but only if the creditor or debtor, respectively, or any guarantor of the debt, has done work for or business with the City of Chicago in the preceding calendar year. Debt instruments issued by financial institutions whose normal business includes the making of loans of the kind received by the reporting individual, and which are made at the prevailing rate of interest and other terms and conditions standard for such loans at the time the debt was contracted, need not be disclosed. Debt instruments issued by publicly held corporations, and purchased by the reporting individual on the open market at the price available to the public, need not be disclosed.*

26.2-17. Form For Statement Of Financial Interests. *The statement of financial interests required to be filed with the Board of Ethics shall be completed by typewriting or hand printing, and shall be verified, dated, and signed by the reporting individual personally. It shall be submitted on a form prescribed by the Board.*

26.2-18. Filing Of Statements.

(a) Not later than February 1 of each year, the City Comptroller shall certify to the Board of Ethics a list (current as of the prior January 1) of the names and mailing addresses of the persons described in section 18 who are required to file a statement of financial interests. In preparing this list, the City Comptroller shall set out the names in alphabetical order and shall file a copy of the list with the Board of Ethics. Not less than 30 days before the due date for filing statements of financial interests, the City Comptroller shall certify to the Board of Ethics a supplemental list of those persons described in section 26.2-15 who have, in the interim, become required to file a statement of financial interests. The supplemental list shall be in the same form and be filed in the same manner as the original list certified to the Board of Ethics.

(b) Not later than March 1 of each year, the Board of Ethics shall in writing notify all persons required to file statements of financial interests under this Article. Notice shall be by personal delivery or mail. The Board of Ethics may effect personal delivery of such notices by delivering the notices to the various department heads of the City for distribution to employees. Department heads shall notify the Board of Ethics of those employees who have not been served with such notice by April 1. The Board of Ethics shall then take appropriate steps to notify such persons by mail of the filing requirements. Employees shall be notified by mail at the last known address for them appearing in City records.

(c) The Board of Ethics shall deliver a receipt to each person who files a statement under this Article, indicating that the person has filed such statement and the date of such filing.

(d) All statements of financial interests shall be available for examination and duplication by the public in the office of the Board of Ethics during the regular business hours of the City of Chicago, except as otherwise provided by law. Each person examining or requesting duplication of a statement of financial interests must first complete a request form prepared by the Board of Ethics. The request form shall include the name, occupation, employer, address, and telephone number of the examiner as well as the date of and reasons for such examination or duplication. A separate request form must be completed for each statement of financial interests to be examined. Requests for the examination or duplication of a statement of financial statements shall be filed as soon as is practicable. Request forms shall be available in the office of the Board of Ethics.

The Board of Ethics shall promptly notify each person required to file a statement of financial interests of each examination or duplication of his statement by sending to such person a copy of the completed request form. Costs of duplicating the statement of financial interests shall be paid by the person requesting duplication.

(e) No person shall use for any commercial purpose information contained or copied from statements of financial interests required to be filed by this chapter or from lists compiled from such statements.

26.2-19. Failure To File Statement By Deadline.

(a) *If any person who is required to file a statement of financial interest by May 1 of any year fails to file such a statement, the Board of Ethics shall, by May 15, notify such person by certified mail of his failure to file by the specified date. Such person shall file his statement on or before May 31. Failure to file by May 31 shall constitute a violation of this chapter, except as provided in subsection (c).*

(b) *Any person who first becomes subject to the requirement to file a statement of financial interests within 30 days prior to May 1 of any year shall be notified at that time by the appointing or employing authority of the obligation to file and shall file his statement at any time on or before May 31 without penalty. The appointing or employing authority shall notify the Board of Ethics of the identity of such persons. If such person fails to file such statement by May 31, the Board of Ethics shall, within 7 days after May 31, notify such person by certified mail of his failure to file by the specified date. Such person shall file his statement of financial interests on or before June 15 with the Board of Ethics. Failure to file by June 15 shall constitute a violation of this chapter, except as provided in subsection (c).*

(c) *Any person who is required to file a statement of financial interests may effect one thirty-day extension of time for filing the statement by filing with the Board of Ethics, not less than 10 days before the date on which the statement is due, a declaration of his intention to defer the filing of the statement. Failure to file by that date shall constitute a violation of this chapter.*

26.2-20. Filing Under Prior Order. All persons who filed statements of financial interests in 1987 pursuant to Executive Order 86-1 shall be deemed to have complied with the filing requirement of this Article for that year. All elected officials who filed statements of financial interests in 1987 pursuant to the applicable State law shall be deemed to have complied with the filing requirement of this Article for that year.

Article 3. Lobbyist Registration.

26.2-21. Persons Required To Register. Each lobbyist whose lobbying-related compensation or expenditures aggregate \$5,000 or more in the preceding or current calendar year shall register and file reports with the Board of Ethics as provided in this article.

26.2-22. Persons Or Entities Not Required To Register.

This article is not intended and shall not be construed to apply to the following:

(a) *Persons who own, publish, or are employed by a newspaper or other regularly published periodical, or who own or are employed by a radio station, television station, or other news medium which, in the ordinary course of business, disseminates to the general public news, editorial or other comment, or paid advertisements which directly urge the passage or defeat of, action upon, any legislative or administrative matter. This exemption shall not be applicable to such a person insofar as he receives additional compensation or expenses from any other source for undertaking to influence legislative or administrative action.*

(b) *Officials and employees of the City of Chicago, or of any other unit of government, who appear in their official capacities before any City agency for the purpose of explaining the effect of any legislative or administrative matter pending before such body.*

(c) *Persons who, by reasons of their special skills or knowledge of any matter pending before any City agency are requested in writing by (i) a member of the City Council, to appear before the City Council, or a committee or other subdivision thereof, to discuss such matter, or (ii) the Commissioner, Director, or Chairman of another City agency to appear before that agency to discuss such matter; regardless of whether such persons receive compensation for so appearing. This exemption shall only be applicable to the extent that such persons appear in the foregoing capacity. To the extent that such persons also engage in activities with respect to which this Article otherwise requires them to register, they shall so register with respect to those activities.*

26.2-23. Information Required Of Registrants. No later than January 20 of each year, or within five business days of engaging in any activity which requires such person to register, every person required to register shall file with the Board of Ethics a sworn written statement on a form prescribed by the Board containing the following information:

(a) *The registrant's name, permanent address and temporary address (if any) while lobbying;*

(b) *With respect to each client from which the registrant expects to receive compensation, and each business entity on behalf of which the registrant expects to act as a lobbyist:*

(i) *the name, business address, permanent address and nature of business of the client or business entity;*

(ii) *whether the relationship is expected to involve compensation or expenditures or both;*

(iii) *the name of each City agency before which the registrant expects to lobby.*

(c) *If such registrant is retained by another business entity pursuant to a written agreement of retainer or employment, a copy of such agreement shall be attached. If the agreement of retainer is oral, a statement of the substance thereof shall be attached.*

26.2-24. Amendment Of Registration Statements. In the event any substantial change or addition occurs with respect to the information required by this Article to be contained in the registration statement, an amendment to the statement shall be filed with the Board of Ethics within 14 days.

26.2-25. Reports Of Lobbying Activities. No later than January 20 and July 20 of each year, each registrant shall file with the Board of Ethics a notarized written report of lobbying activities during the previous six calendar months. The report shall be on a form prescribed by the Board and shall contain:

(a) *The registrant's name, permanent address, and temporary address (if any) while lobbying;*

(b) *With respect to each client from which the registrant has received cumulative compensation of \$1,000 or more in that calendar year for lobbying:*

(i) *the name, business and permanent address and nature of business of the client and of any other business entities on whose behalf lobbying was performed for the same compensation;*

(ii) *a statement of the amount of compensation to the nearest \$5,000;*

(iii) *the name of each City agency before which the registrant lobbied and a brief description of the legislation or administrative action involved.*

(c) *The total amount of expenditures, outside his own business entity, for lobbying in each of the following categories: (i) office expenses; (ii) public education, advertising and publications; (iii) compensation to others; (iv) personal sustenance, lodging, and travel; and (v) other expenses; provided, however, that each expenditure of \$250.00 or more shall also be itemized by the date of the expenditure, the amount, purpose and beneficiary of the expenditure, the name, address and nature of business of the recipient, and the legislative or administrative action in connection with which said expenditure was made.*

26.2-26. *Inactive Lobbyists. Registrants who received no compensation and made no expenditures during a six-month reporting period shall nevertheless file reports as required herein. Such reports shall state that no compensation was received and no expenditures were made during the reporting period.*

26.2-27. *Failure To File Reports. If a registrant fails to file a report as required herein, the Board of Ethics shall, within 15 days of the due date, notify the registrant by certified mail of his failure to file by the required date. The registrant shall thereafter file his report within 10 days of the issuance of the notice. Any registrant who fails to file within the 10 days shall be subject to a penalty of \$100 for each day thereafter until the date of filing. Failure to file within the 10 days shall constitute a violation of this chapter.*

Any registrant who is required to file a report hereunder may effect one 30-day extension of time for filing the report by filing with the Board of Ethics, not less than 10 days before the date on which the statement is due, a declaration of his intention to defer the filing of the report. The filing of such declaration shall suspend application of the penalty provisions contained herein for the duration of the extension. Failure to file by the extended date shall constitute a violation of this chapter and shall subject the registrant to a penalty of \$100 per day thereafter.

26.2-28. *Termination Of Lobbying. A registrant who terminates the activities that require registration and filing under this Article shall file with the Board of Ethics a Termination Notice which shall include a report of compensation and expenditures as provided in section 26.2-25, covering the period of time to the date of termination of his activities as a lobbyist. Such notice and report shall be final and relieve such registrant of*

further reporting under this Article unless and until he later undertakes activities requiring him to register again under this Article.

26.2-29. Access To Information. Registration statements, amendments to statements, reports of compensation and expenditures, and notices of termination shall be maintained and made available to the public by the Board of Ethics. By February 15 of each year, the Board of Ethics shall compile a list of registered lobbyists, which list shall be made available to the public.

26.2-30. Contingent Fees. No person shall retain or employ a lobbyist for compensation contingent in whole or in part upon the approval or disapproval of any legislative or administrative matter, and no person shall accept any such employment or render any service for compensation contingent upon the approval or disapproval of any legislative or administrative matter.

Article 4. Board Of Ethics.

26.2-31. Appointment Of Members. There is hereby created and established the Board of Ethics. The Board shall consist of seven members appointed by the Mayor, with the consent of the City Council. Members of the Board shall (i) reside within the corporate boundaries of the City; (ii) not hold other elected or appointed public or political party office nor endorse, nor engage in any political or campaign activity on behalf of, any candidate for public office; (iii) not be an employee of the City or any subdivision thereof; (iv) have no financial interest in any work or business of or official action by the City, or any other governmental agency within the jurisdiction of the State of Illinois, County of Cook, or City of Chicago.

A member of the Board shall be appointed for a term of office of four years and hold office until his successor has been appointed and has qualified, except that members first appointed shall be appointed for the following terms of office: two for one year, two for two years, two for three years and one for four years. Vacancies on the Board shall be filled in the same manner that original appointments are made and shall be filled for the unexpired term of the member whose place has become vacant.

26.2-32. Chair And Vice Chair. The Board Chair shall be designated by the Mayor. The Board shall elect a Vice Chair from among its membership.

26.2-33. Removal Of Members. The Mayor, with the consent of the remaining Board members, may remove any member of the Board for incompetency, substantial neglect of duty, gross misconduct or malfeasance in office, or violation of any law, after written notice stating with particularity the grounds for removal, and an opportunity for the member to respond.

26.2-34. Meetings. Unless otherwise determined by its members, the Board shall meet monthly at a regularly scheduled date and time determined by the Board. Any member may administer oaths and receive testimony from witnesses at a meeting of the Board. Four members of the Board shall constitute a quorum. A majority vote of the total membership shall be necessary to take any action.

26.2-35. Records. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote indicating such fact, and shall also keep records of its investigations and other official actions. Every rule, regulation, every amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall be filed in the office of the Board.

26.2-36. Compensation. Board members shall receive no compensation for their services, but each Board member may be reimbursed for expenses reasonably incurred in the performance of Board duties.

26.2-37. Powers And Duties. In addition to other powers and duties specifically mentioned in this chapter, the Board of Ethics shall have the following powers and duties:

(a) To initiate and to receive complaints of violations of any of the provisions of this chapter and to investigate and act upon such complaints as provided by this chapter; provided, however, that the Board shall have no authority to investigate any complaint alleging a violation of any provision of this ordinance or alleging other misconduct by an alderman. If the Board receives a complaint alleging a violation or other misconduct by an alderman, the Board shall, within two days after receipt thereof, transmit such complaint to the standing committee of the City Council having jurisdiction over such complaints.

(b) To conduct investigations, inquiries, and hearings concerning any matter covered by this chapter, subject to the limitation expressed in the preceding subsection, and to certify its own acts and records. In the process of investigating complaints of violations of this chapter, the Board, by a majority vote, may request the issuance of a subpoena by the City Council in accordance with Illinois law. The Board may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. When the Board determines that assistance is needed in conducting investigations, or when required by law, the Board shall request the assistance of other appropriate agencies.

(c) To require the cooperation of City agencies, officials, employees and other persons whose conduct is regulated by this chapter, in investigating alleged violations of this chapter. Information reasonably related to an investigation shall be made available to the Board by such persons on written request.

(d) To consult with City agencies, officials and employees on matters involving ethical conduct.

(e) To recommend such legislative action as it may deem appropriate to effectuate the policy of this chapter.

(f) To conduct research in the field of governmental ethics and to carry out such educational programs as it deems necessary to effectuate the policy and purpose of this chapter.

(g) To promulgate rules for the conduct of Board activities, including procedural rules consistent with the requirements of due process of law. Provided, however, no such

rules and regulations shall become effective until 45 days after their submission to the City Council. And, provided further, no such rules and regulations shall become effective if, during said 45-day period, the City Council, by majority vote of Aldermen entitled to be elected, acts to disapprove said rules and regulations.

(h) To prescribe forms for the disclosure and registration of information as provided in this chapter.

(i) To hire such staff as the City Council shall provide in the annual appropriation ordinance.

(j) To prepare and publish, from time to time but at least annually, reports summarizing the Board's activities and to present such report to the Mayor and the City Council.

(k) To render advisory opinions with respect to the provisions of this chapter based upon a real or hypothetical set of circumstances, when requested in writing by an official or employee, or by a person who is personally and directly involved. Advisory opinions shall be made available to the public, but the identity of the person requesting the opinion and of any person whose conduct is involved in the set of circumstances described in the request for opinion, shall be confidential.

26.2-38. Action On Complaints Or Investigations.

(a) Prior to the conclusion of an investigation, the Board shall give the person under investigation notice of the substance of the complaint and an opportunity to present such written information as the person may desire, including the names of any witnesses the person wishes to have interviewed by the Board.

(b) At the conclusion of an investigation, the Board shall prepare a written report including a summary of its investigation, a complete transcript of any proceeding including but not limited to any testimony heard by the Board, to be duly recorded by a qualified reporter, and including recommendations for such administrative or legal action as it deems appropriate. If the Board determines that the complaint is not sustained, it shall so state in its report and so notify the person investigated and any other person whom the Board has informed of the investigation. If the person investigated is an employee and the Board finds that corrective action should be taken, the Board shall send its report to the head of the department or agency in which the employee works. If the person investigated is a department head or appointed official, and the Board finds that corrective action should be taken, the Board shall send its report to the Mayor. If the person investigated is a City Council employee, and the Board finds that corrective action should be taken, the Board shall send its report to the chairman of the City Council committee or to the alderman for whom the employee works. If the person investigated is an elected official other than an alderman, the Board shall send its report to that official and to the Mayor. In all instances the Board shall also send its report to the Corporation Counsel. A person to whom the Board has transmitted a recommendation for action shall, within 30 days of receipt of the recommendation, report to the Board in writing the actions taken on the recommendation and, to the extent that the person declines to take any recommended action, provide a statement of reasons for his decision.

Nothing in this section shall preclude the Board from notifying a person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action; provided, however, that any such notification and recommendation shall be made in writing and a copy thereof shall be transmitted contemporaneously by the Board to the Corporation Counsel.

26.2-39. Confidentiality. Complaints to the Board and investigations and recommendations thereon shall be confidential, except as necessary to carry out powers and duties of the Board or to enable another person or agency to consider and act upon the notices and recommendations of the Board; provided that, without identifying the person complained against or the specific transaction, the Board may (a) comment publicly on the disposition of its requests and recommendations and (b) publish summary opinions to inform City personnel and the public about the interpretation of provisions of this chapter.

Article 5. Penalties For Violation.

26.2-40. Sanctions.

(a) Any employee found to have violated any of the provisions of this chapter, or to have furnished false or misleading information to the Board of Ethics with the intent to mislead, shall be subject to employment sanctions, including discharge, in accordance with procedures under which the employee may otherwise be disciplined. Any official who intentionally files a false or misleading statement of financial interests, or knowingly fails to file a statement within the time prescribed in this chapter, or otherwise violates any provision of this chapter, shall be subject to removal from office.

(b) Any non-elected official, employee, or city contractor who fails to provide documents or information requested by the Board under Section 26.2-37 shall be subject to employment sanctions, removal from office, or cancellation of contract rights.

26.2-41. Judicial Penalties. Any person found by a court to be guilty of knowingly violating any of the provisions of this chapter or of furnishing false, misleading or incomplete information to the Board of Ethics with the intent to mislead, upon conviction thereof shall be punished by a fine of no more than \$500 for any one offense.

26.2-42. Invalid Actions. All City contracts shall include a provision requiring compliance with this chapter. Any contracts negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City. Any permit, license, ruling, determination or other official action of a City agency applied for or in any other manner sought, obtained or undertaken in violation of any of the provisions of this chapter shall be invalid and without any force or effect whatsoever.

26.2-43. Other Remedies. Nothing in this chapter shall preclude the City from maintaining an action for an accounting for any pecuniary benefit received by any person in violation of this chapter or other law, or to recover damages for violation of this chapter.

26.2-44. Relationship To Other Laws. The procedures and penalties provided in this chapter are supplemental and do not limit either the power of the City Council to

discipline its own members or the power of any other City agency to otherwise discipline officials or employees or take appropriate administrative action or to adopt more restrictive rules. Nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

26.2-45. Application To Other Governmental Bodies And Agencies. No person shall be eligible for appointment to any governmental body or agency by the Mayor with the advice and consent of the City Council including, but not limited to, the Chicago Board of Education, the Community College District No. 508, the Chicago Transit Authority, the Chicago Park District and the Illinois International Port District, unless and until such person shall have executed a voluntary agreement to abide by the provisions of the "Governmental Ethics" ordinance of the City of Chicago. A person shall not be required to comply with the provisions of the "Governmental Ethics" ordinance of the City of Chicago to the extent that such compliance would be inconsistent with the law, ordinance, or rule. Any person who shall violate the provisions of the "Governmental Ethics" ordinance of the City of Chicago, and thereby shall have breached the aforementioned agreement shall be subject to the applicable sanctions in the "Governmental Ethics" ordinance of the City of Chicago. The boards of the aforementioned agencies are hereby memorialized to adopt ordinances, resolutions, or rules or regulations providing that any person doing business with the aforementioned agencies shall be required to execute voluntary agreement to abide by the terms of the "Governmental Ethics" ordinance of the City of Chicago. Those boards are further memorialized to adopt in those ordinances, resolutions, or rules or regulations that any person shall violate the provisions of the "Governmental Ethics" ordinance of the City of Chicago, and thereby shall have breached the aforementioned agreement shall be subject to the sanctions in the "Governmental Ethics" ordinance of the City of Chicago.

If all or any part of this Section 26.2-45 is held unconstitutional, invalid or beyond the power or jurisdiction of the corporate authorities of the City of Chicago to enact, such invalidity does not affect other provisions of this chapter. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted had this Section 26.2-45 not been included.

26.2-46. No elected official or appointed official shall act as an attorney for any governmental body or agency created by state law, specifically including but not limited to, the Chicago Board of Education, the Community College District No. 508, the Chicago Transit Authority, the Chicago Housing Authority, the Illinois International Port District, Regional Transportation Authority, and the Public Building Commission.

26.2-47. Any member of the Board of Ethics who knowingly violates Section 26.2-39 shall be subject to the penalties indicated in Section 26.2-41.

26.2-48. Severability. If any provision of this chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this chapter which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this chapter is severable, unless otherwise provided by this chapter. It is hereby declared to be the legislative intent of the City Council that this chapter would have

been adopted had any such unconstitutional or otherwise invalid provision or application not be included.

SECTION 2. Chapter 4 of the Municipal Code of Chicago is hereby amended by adding thereto a new Section 4-12.1, in italics as follows:

4-12.1. The City Council shall at all times maintain a standing committee having jurisdiction over the conduct of its members. Such committee shall have the responsibility for investigating allegations of misconduct by aldermen, including allegations of violation of chapters 26.2 and 26.3 of the Municipal Code, and for recommending to the City Council appropriate corrective or disciplinary action against any alderman for any such misconduct. The committee shall complete its investigation of any such allegations and present to the City Council its report and recommendations on the investigation within one year from the date of receipt of the allegations.

SECTION 3. This ordinance shall be in full force and effect on July 1, 1987.

MUNICIPAL CODE AMENDED BY ADDITION OF NEW
CHAPTER 26.3 ENTITLED "CAMPAIGN
FINANCING".

On motion of Alderman Kelley, the City Council took up for consideration the report of the Committee on Committees, Rules and Appointments deferred and published in the Journal of the Proceedings of February 3, 1987, pages 39156--39161, recommending that the City Council pass a proposed ordinance amending the Chicago Municipal Code by the addition of a new Chapter 26.3 entitled "Campaign Financing".

Alderman Evans presented the following substitute proposed ordinance for the said proposed ordinance:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is essential to the function of democratic government that the public have confidence in their elected officials; and

WHEREAS, The maintenance and enhancement of that confidence is a matter pertaining to the government and affairs of the City of Chicago; and

WHEREAS, Confidence in elected officials can be engendered and promoted by a system of reporting of campaign finances, and by limitations on certain campaign contributions and expenditures; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding thereto a new Chapter 26.3, entitled "Campaign Financing," in italics as follows:

26.3-1. Whenever used in this chapter, the following terms shall have the following meanings:

(a) "Board of Ethics" or "Board" means the Board of Ethics established by Chapter 26.2 of this code, as amended.

(b) "Candidate" means a candidate as defined in Article 9 of the Illinois Election Code, as amended, for any elected office of the government of the City.

(c) "City" means the City of Chicago.

(d) "Contribution" means a contribution as defined in Article 9 of the Illinois Election Code, as amended.

(e) "Committee" or "political committee" means a political committee as defined in Article 9 of the Illinois Election Code, as amended.

(f) "Doing business" means doing business as defined in Chapter 26.2 of this code, as amended.

(g) "Employee" means an employee as defined in chapter 26.2 of this code, as amended.

(h) "Expenditure" means an expenditure defined in Article 9 of the Illinois Election Code, as amended.

(i) "Financial interest" means a financial interest as defined in Chapter 26.2 of this code, as amended.

(j) "Official" means an official as defined in chapter 26.2 of this code.

26.3-2. (a) No person shall give or offer to give to any candidate, or to the spouse or minor child of a candidate, and none of them shall accept (i) any anonymous gift or contribution; or (ii) anything of value, including but not limited to a gift, favor or promise of future employment, based on an understanding, either implicit or explicit, that the candidate's votes, official actions, decisions or judgments as an elected official of the City government would be influenced thereby.

(b) Except as prohibited in subsection (a), nothing in this section shall prohibit any person from giving or receiving (i) an award presented in recognition of public service; (ii) commercially reasonable loans made in the ordinary course of the lender's business; (iii) political contributions, provided that they are reported to the extent required by law; (iv) reasonable hosting, including travel expenses, entertainment, meals or refreshments in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such event.

26.3-3. No person shall offer or make, and no candidate, candidate's committee or person acting in behalf of either of them shall solicit or accept, any contribution that is (a) anonymously given; or (b) made or to be made other than in the name of the true donor.

26.3-4. No person who has had a financial interest in or has been awarded any City contract within the preceding four years shall make contributions in an aggregate amount exceeding \$1,500 (i) to any candidate for City office during a single candidacy; or (ii) to an elected official of the government of the City during any calendar year of his term; or to any official or employee of the City who is seeking election to any other office. For purposes of this section, (i) candidacy in primary and general elections shall be considered separate and distinct candidacies; and (ii) all contributions to a candidate's authorized political committees shall be considered contributions to the candidate. The combined effect of these provisions is intended to permit total contributions up to but not exceeding \$3,000 in a calendar year in which a candidacy occurs.

26.3-5. Every person who qualifies as a candidate shall thereby become a "reporting individual" for purposes of Chapter 26.2 of this code, and shall file a statement of financial interests, in the form prescribed by the Board of Ethics pursuant to said chapter, within five days after qualifying as a candidate. The provisions of Chapter 26.2 relating to time, place and manner of filing statements, delivering notices and receipts shall apply to statements of candidates.

26.3-6. No elected official shall be allowed to take the oath of office, continue in office or receive compensation from the City unless he has filed the statement of financial interest required by section 26.3-5 and Chapter 26.2 of this code.

26.3-7. In addition to the other powers and duties conferred on it by this Code, the Board of Ethics shall have the following powers and duties:

(a) To initiate and to receive complaints of violations of any of the provisions of this chapter and to investigate and act upon such complaints as provided by this chapter; provided, however, that the Board shall have no authority to investigate any complaint alleging a violation of any provision of this ordinance or alleging other misconduct by an alderman. If the Board receives a complaint alleging a violation or other misconduct by an alderman, the Board shall, within two days after receipt thereof, transmit such complaint to the standing committee of the City Council having jurisdiction over such complaints.

(b) To conduct investigations, inquiries, and hearings concerning any matter covered by this chapter, subject to the limitation expressed in the preceding subsection, and to certify its own acts and records. In the process of investigating complaints of violations of this chapter, the Board, by a majority vote, may request the issuance of a subpoena by the City Council in accordance with Illinois law. The Board may exercise appropriate discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. When the Board determines that assistance is needed in conducting investigations, or when required by law, the Board shall request the assistance of other appropriate agencies.

(c) *To require the cooperation of City agencies, officials, employees and other persons whose conduct is regulated by this chapter, in investigating alleged violations of this chapter. Information reasonably related to an investigation shall be made available to the Board by such persons on written request.*

(d) *To consult with City agencies, officials and employees on matters involving ethical conduct.*

(e) *To recommend such legislative action as it may deem appropriate to effectuate the policy of this chapter.*

(f) *To conduct research in the field of governmental ethics and to carry out such educational programs as it deems necessary to effectuate the policy and purpose of this chapter.*

(g) *To promulgate rules for the conduct of Board activities, including procedural rules consistent with the requirements of due process of law. Provided, however, no such rules and regulations shall become effective until 45 days after their submission to the City Council. And, provided further, no such rules and regulations shall become effective if, during said 45-day period, the City Council, by majority vote of Aldermen entitled to be elected, acts to disapprove said rules and regulations.*

(h) *To prescribe forms for the disclosure and registration of information as provided in this chapter.*

(i) *To hire such staff as the City Council shall provide in the annual appropriation ordinance.*

(j) *To prepare and publish, from time to time but at least annually, reports summarizing the Board's activities and to present such report to the Mayor and the City Council.*

(k) *To render advisory opinions with respect to the provisions of this chapter based upon a real or hypothetical set of circumstances, when requested in writing by an official or employee, or by a person who is personally and directly involved. Advisory opinions shall be made available to the public, but the identity of the person requesting the opinion and of any person whose conduct is involved in the set of circumstances described in the request for opinion, shall be confidential.*

26.3-8. (a) *Prior to the conclusion of an investigation, the Board shall give the person under investigation notice of the substance of the complaint and an opportunity to present such written information as the person may desire, including the names of any witnesses the person wishes to have interviewed by the Board.*

(b) *At the conclusion of an investigation, the Board shall prepare a written report including a summary of its investigation, a complete transcript of any proceeding including but not limited to any testimony heard by the Board, to be duly recorded by a qualified reporter, and including recommendations for such administrative or legal action as it deems appropriate. If the Board determines that the complaint is not*

sustained, it shall so state in its report and so notify the person investigated and any other person whom the Board has informed of the investigation. If the person investigated is an employee and the Board finds that corrective action should be taken, the Board shall send its report to the head of the department or agency in which the employee works. If the person investigated is a department head or appointed official, and the Board finds that corrective action should be taken, the Board shall send its report to the Mayor. If the person investigated is a City Council employee, and the Board finds that corrective action should be taken, the Board shall send its report to the chairman of the City Council committee or to the alderman for whom the employee works. If the person investigated is an elected official other than an alderman, the Board shall send its report to that official and to the Mayor. In all instances the Board shall also send its report to the Corporation Counsel. A person to whom the Board has transmitted a recommendation for action shall, within 30 days of receipt of the recommendation, report to the Board in writing the actions taken on the recommendation and, to the extent that the person declines to take any recommended action, provide a statement of reasons for his decision.

Nothing in this section shall preclude the Board from notifying a person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action; provided, however, that any such notification and recommendation shall be made in writing and a copy thereof shall be transmitted contemporaneously by the Board to the Corporation Counsel.

26.3-9. Complaints to the Board and investigations and recommendations thereon shall be confidential, except as necessary to carry out powers and duties of the Board or to enable another person or agency to consider and act upon the notices and recommendations of the Board; provided that, without identifying the person complained against or the specific transaction, the Board may (a) comment publicly on the disposition of its requests and recommendations and (b) publish summary opinions to inform City personnel and the public about the interpretation of provisions of this chapter.

26.3-10. Any employee found to have violated any of the provisions of this chapter, or to have furnished false or misleading information to the Board of Ethics with the intent to mislead, shall be subject to employment sanctions, including discharge, in accordance with procedures under which the employee may otherwise be disciplined. Any official who intentionally files a false or misleading statement of financial interests, or knowingly fails to file a statement within the time prescribed in this chapter, or otherwise violates any provision of this chapter, shall be subject to removal from office.

26.3-11. Any person found by a court to be guilty of knowingly violating any of the provisions of this chapter or of furnishing false, misleading or incomplete information to the Board of Ethics with the intent to mislead, upon conviction thereof shall be punished by a fine of no more than \$500 for any one offense.

26.3-12. The procedures and penalties provided in this chapter are supplemental and do not limit either the power of the City Council to discipline its own members or the power of any other City agency to otherwise discipline officials or employees or take appropriate administrative action. Nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.

26.3-13. *If any provision of this chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this chapter which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this chapter is severable, unless otherwise provided by this chapter. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not be included.*

SECTION 2. This ordinance shall be in full force and effect from and after July 1, 1987.

Alderman Evans moved to *Substitute* the foregoing proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Bitoy, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 27.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Banks, Cullerton, O'Connor, Pucinski, McLaughlin, Schulter, Stone -- 21.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is essential to the function of democratic government that the public have confidence in their elected officials; and

WHEREAS, The maintenance and enhancement of that confidence is a matter pertaining to the government and affairs of the City of Chicago; and

WHEREAS, Confidence in elected officials can be engendered and promoted by a system of reporting of campaign finances, and by limitations on certain campaign contributions and expenditures; now, therefore,

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding thereto a new Chapter 26.3, entitled "Campaign Financing," in italics as follows:

26.3-1. Whenever used in this chapter, the following terms shall have the following meanings:

(a) "Board of Ethics" or "Board" means the Board of Ethics established by Chapter 26.2 of this code, as amended.

(b) "Candidate" means a candidate as defined in Article 9 of the Illinois Election Code, as amended, for any elected office of the government of the City.

(c) "City" means the City of Chicago.

(d) "Contribution" means a contribution as defined in Article 9 of the Illinois Election Code, as amended.

(e) "Committee" or "political committee" means a political committee as defined in Article 9 of the Illinois Election Code, as amended.

(f) "Doing business" means doing business as defined in Chapter 26.2 of this code, as amended.

(g) "Employee" means an employee as defined in chapter 26.2 of this code, as amended.

(h) "Expenditure" means an expenditure defined in Article 9 of the Illinois Election Code, as amended.

(i) "Financial interest" means a financial interest as defined in Chapter 26.2 of this code, as amended.

(j) "Official" means an official as defined in chapter 26.2 of this code.

26.3-2. (a) No person shall give or offer to give to any candidate, or to the spouse or minor child of a candidate, and none of them shall accept (i) any anonymous gift or contribution; or (ii) anything of value, including but not limited to a gift, favor or promise of future employment, based on an understanding, either implicit or explicit, that the candidate's votes, official actions, decisions or judgments as an elected official of the City government would be influenced thereby.

(b) Except as prohibited in subsection (a), nothing in this section shall prohibit any person from giving or receiving (i) an award presented in recognition of public service; (ii)

commercially reasonable loans made in the ordinary course of the lender's business; (iii) political contributions, provided that they are reported to the extent required by law; (iv) reasonable hosting, including travel expenses, entertainment, meals or refreshments in connection with public events, appearances or ceremonies related to official City business, if furnished by the sponsor of such event.

26.3-3. No person shall offer or make, and no candidate, candidate's committee or person acting in behalf of either of them shall solicit or accept, any contribution that is (a) anonymously given; or (b) made or to be made other than in the name of the true donor.

26.3-4. No person who has had a financial interest in or has been awarded any City contract within the preceding four years shall make contributions in an aggregate amount exceeding \$1,500 (i) to any candidate for City office during a single candidacy; or (ii) to an elected official of the government of the City during any calendar year of his term; or to any official or employee of the City who is seeking election to any other office. For purposes of this section, (i) candidacy in primary and general elections shall be considered separate and distinct candidacies; and (ii) all contributions to a candidate's authorized political committees shall be considered contributions to the candidate. The combined effect of these provisions is intended to permit total contributions up to but not exceeding \$3,000 in a calendar year in which a candidacy occurs.

26.3-5. Every person who qualifies as a candidate shall thereby become a "reporting individual" for purposes of Chapter 26.2 of this code, and shall file a statement of financial interests, in the form prescribed by the Board of Ethics pursuant to said chapter, within five days after qualifying as a candidate. The provisions of Chapter 26.2 relating to time, place and manner of filing statements, delivering notices and receipts shall apply to statements of candidates.

26.3-6. No elected official shall be allowed to take the oath of office, continue in office or receive compensation from the City unless he has filed the statement of financial interest required by section 26.3-5 and Chapter 26.2 of this code.

26.3-7. In addition to the other powers and duties conferred on it by this Code, the Board of Ethics shall have the following powers and duties:

(a) To initiate and to receive complaints of violations of any of the provisions of this chapter and to investigate and act upon such complaints as provided by this chapter; provided, however, that the Board shall have no authority to investigate any complaint alleging a violation of any provision of this ordinance or alleging other misconduct by an alderman. If the Board receives a complaint alleging a violation or other misconduct by an alderman, the Board shall, within two days after receipt thereof, transmit such complaint to the standing committee of the City Council having jurisdiction over such complaints.

(b) To conduct investigations, inquiries, and hearings concerning any matter covered by this chapter, subject to the limitation expressed in the preceding subsection, and to certify its own acts and records. In the process of investigating complaints of violations of this chapter, the Board, by a majority vote, may request the issuance of a subpoena by the City Council in accordance with Illinois law. The Board may exercise appropriate

discretion in determining whether to investigate and whether to act upon any particular complaint or conduct. When the Board determines that assistance is needed in conducting investigations, or when required by law, the Board shall request the assistance of other appropriate agencies.

(c) To require the cooperation of City agencies, officials, employees and other persons whose conduct is regulated by this chapter, in investigating alleged violations of this chapter. Information reasonably related to an investigation shall be made available to the Board by such persons on written request.

(d) To consult with City agencies, officials and employees on matters involving ethical conduct.

(e) To recommend such legislative action as it may deem appropriate to effectuate the policy of this chapter.

(f) To conduct research in the field of governmental ethics and to carry out such educational programs as it deems necessary to effectuate the policy and purpose of this chapter.

(g) To promulgate rules for the conduct of Board activities, including procedural rules consistent with the requirements of due process of law. Provided, however, no such rules and regulations shall become effective until 45 days after their submission to the City Council. And, provided further, no such rules and regulations shall become effective if, during said 45-day period, the City Council, by majority vote of Aldermen entitled to be elected, acts to disapprove said rules and regulations.

(h) To prescribe forms for the disclosure and registration of information as provided in this chapter.

(i) To hire such staff as the City Council shall provide in the annual appropriation ordinance.

(j) To prepare and publish, from time to time but at least annually, reports summarizing the Board's activities and to present such report to the Mayor and the City Council.

(k) To render advisory opinions with respect to the provisions of this chapter based upon a real or hypothetical set of circumstances, when requested in writing by an official or employee, or by a person who is personally and directly involved. Advisory opinions shall be made available to the public, but the identity of the person requesting the opinion and of any person whose conduct is involved in the set of circumstances described in the request for opinion, shall be confidential.

26.3-8. (a) Prior to the conclusion of an investigation, the Board shall give the person under investigation notice of the substance of the complaint and an opportunity to present such written information as the person may desire, including the names of any witnesses the person wishes to have interviewed by the Board.

(b) *At the conclusion of an investigation, the Board shall prepare a written report including a summary of its investigation, a complete transcript of any proceeding including but not limited to any testimony heard by the Board, to be duly recorded by a qualified reporter, and including recommendations for such administrative or legal action as it deems appropriate. If the Board determines that the complaint is not sustained, it shall so state in its report and so notify the person investigated and any other person whom the Board has informed of the investigation. If the person investigated is an employee and the Board finds that corrective action should be taken, the Board shall send its report to the head of the department or agency in which the employee works. If the person investigated is a department head or appointed official, and the Board finds that corrective action should be taken, the Board shall send its report to the Mayor. If the person investigated is a City Council employee, and the Board finds that corrective action should be taken, the Board shall send its report to the chairman of the City Council committee or to the alderman for whom the employee works. If the person investigated is an elected official other than an alderman, the Board shall send its report to that official and to the Mayor. In all instances the Board shall also send its report to the Corporation Counsel. A person to whom the Board has transmitted a recommendation for action shall, within 30 days of receipt of the recommendation, report to the Board in writing the actions taken on the recommendation and, to the extent that the person declines to take any recommended action, provide a statement of reasons for his decision.*

Nothing in this section shall preclude the Board from notifying a person, prior to or during an investigation, that a complaint against him is pending and, where appropriate, recommending to him corrective action; provided, however, that any such notification and recommendation shall be made in writing and a copy thereof shall be transmitted contemporaneously by the Board to the Corporation Counsel.

26.3-9. Complaints to the Board and investigations and recommendations thereon shall be confidential, except as necessary to carry out powers and duties of the Board or to enable another person or agency to consider and act upon the notices and recommendations of the Board; provided that, without identifying the person complained against or the specific transaction, the Board may (a) comment publicly on the disposition of its requests and recommendations and (b) publish summary opinions to inform City personnel and the public about the interpretation of provisions of this chapter.

26.3-10. Any employee found to have violated any of the provisions of this chapter, or to have furnished false or misleading information to the Board of Ethics with the intent to mislead, shall be subject to employment sanctions, including discharge, in accordance with procedures under which the employee may otherwise be disciplined. Any official who intentionally files a false or misleading statement of financial interests, or knowingly fails to file a statement within the time prescribed in this chapter, or otherwise violates any provision of this chapter, shall be subject to removal from office.

26.3-11. Any person found by a court to be guilty of knowingly violating any of the provisions of this chapter or of furnishing false, misleading or incomplete information to the Board of Ethics with the intent to mislead, upon conviction thereof shall be punished by a fine of no more than \$500 for any one offense.

26.3-12. *The procedures and penalties provided in this chapter are supplemental and do not limit either the power of the City Council to discipline its own members or the power of any other City agency to otherwise discipline officials or employees or take appropriate administrative action. Nothing in this chapter is intended to repeal or is to be construed as repealing in any way the provisions of any other law or ordinance.*

26.3-13. *If any provision of this chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity does not affect other provisions or applications of this chapter which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this chapter is severable, unless otherwise provided by this chapter. It is hereby declared to be the legislative intent of the City Council that this chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.*

SECTION 2. This ordinance shall be in full force and effect from and after July 1, 1987.

MISCELLANEOUS BUSINESS.

Rules Suspended -- APPROVAL GIVEN TO TRANSFER OF PARCEL
PF-1 IN 63RD-STONY ISLAND URBAN RENEWAL PROJECT
FROM DEPARTMENT OF URBAN RENEWAL TO
DEPARTMENT OF PUBLIC
WORKS.

Honorable Harold Washington, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 11, 1987.

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 transfer of Parcel PF-1 in the 63rd-Stony Island Urban Renewal Project to the Department of Public Works, City of Chicago. This parcel of land is located at the southwest corner of South Blackstone Avenue and East 63rd Street. The Department of Public Works proposes to build a bus-turnaround for the Chicago Transit Authority. The transfer is to be effectuated without any departmental transfer of funds. The ordinance also authorizes the Commissioner of Public Works to execute and accept an assignment of the rights and obligations of the Chicago Transit Authority pursuant to its grant agreement with the State of Illinois for Project

CAP-72-005-FED and with U.M.T.A. for Project IL-03-0024 and transfer these obligations to a 69,503 square foot portion of parcel PF-1.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 27th day of January, 1987, 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.

Alderman Kelley 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 Kelley, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In accordance with the approved Redevelopment Plan for Slum and Blighted Area 63rd and Stony Island, the City Council of the City of Chicago has approved a conveyance of a parcel of project land bounded by 63rd Street, Stony Island Avenue, 64th Street and Blackstone Avenue to the Young Men's Christian Association for the construction of an athletic and community facility; and

WHEREAS, The Chicago Transit Authority owns a parcel of land located within the above area consisting of approximately 28,500 square feet (hereinafter "C.T.A. Parcel") which it desires to convey to the City of Chicago to permit the conveyance of the entire project site to the Young Men's Christian Association; and

WHEREAS, The Chicago Transit Authority by Ordinance number 86-171 passed November 5, 1986, a certified copy of which has been transmitted to the City Council, has evidenced its desire to convey the C.T.A. parcel to the City of Chicago subject to the approval of the Illinois Department of Transportation and the U. S. Department of Transportation Urban Mass Transportation Administration (hereinafter "U.M.T.A."); and

WHEREAS, The C.T.A. parcel was acquired pursuant to a grant contract between the C.T.A. and the State of Illinois under Project CAP-72-005-FED and between the C.T.A. and U.M.T.A. under Project IL-03-0024; and

WHEREAS, The Department of Public Works is undertaking the construction of the Dorchester Terminal Complex and bus turnaround, on behalf of the Chicago Transit Authority, in connection with the Jackson Park Transit Improvement Program; and

WHEREAS, The Department of Urban Renewal passed Resolution No. 87-DUR- 2 on January 27, 1987, which finds that parcel PF-1 in Project 63rd and Stony Island consisting of 115,029.4 square feet of land located on the southwest corner of South Blackstone and East 63rd Street is not necessary for housing development and approved its transfer to the Department of Public Works for redevelopment in connection with the above transit project; and

WHEREAS, The Department of Transportation has indicated its willingness to approve the conveyance of the C.T.A. parcel in which it retains a financial interest on the condition that the City agrees to accept an assignment of C.T.A.'s grant obligations and transfer these obligations to a 69,503 square foot portion of parcel PF-1, which is legally described as follows:

Lots 3 to 7 in Owner's Subdivision of lots 1, 2, 91, 92 and that part of lots 3 and 90 lying West of the West line of Blackstone Avenue, all in Robertson's Subdivision, being a Subdivision of the North 25.25 acres of that part of the East 1/2 of the Northeast 1/4 of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of the Illinois Central Railroad, in Cook County, Illinois.

Lot 87 and the North 30 feet of lot 86 in Robertson's Subdivision, being a Subdivision of the North 25.25 acres of that part of the East 1/2 of the Northeast 1/4 of Section 23, Township 38 North Range 14 East of the Third Principal Meridian, lying East of the Illinois Central Railroad, in Cook County, Illinois; now, therefore,

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

SECTION 1. The transfer of jurisdiction over parcel PF-1 in Project 63rd and Stony Island from the Department of Urban Renewal to the Department of Public Works is hereby approved.

SECTION 2. The Commissioner of the Department of Public Works is authorized to execute and accept an assignment of the rights and obligations attributable to the C.T.A. pursuant to the grant agreements with the State of Illinois for Project CAP-72-005-FED and with U.M.T.A. for Project IL-03-0024 for the 69,503 square foot portion of parcel PF-1, which is legally described above. In connection with the assignment the City shall agree to accept the rights and obligations of the C.T.A. regarding the C.T.A. parcel and to hold the C.T.A. harmless from any State action to recover its financial interest in the C.T.A. parcel.

SECTION 3. Any such assignment or other agreements shall be approved by the Corporation Counsel as to form and legality.

SECTION 4. The City Council of the City of Chicago finds and declares that the acquisition of the aforementioned C.T.A. Parcel, which is legally described as follows:

Lots 12, 13, 14, 15 and 19 in Robertson's Subdivision, a subdivision of the North 25.25 acres of that part of the East Half of the Northeast Quarter of Section 23, Township 38, Range 14, East of the Illinois Central Railroad in Cook County, Illinois

is necessary, useful and for a public purpose and hereby authorizes the acceptance of a quitclaim deed conveying this property to the City when such document is properly executed and delivered in accordance with C.T.A. Ordinance 86-171.

SECTION 5. This ordinance shall take effect immediately upon its passage.

Committee Discharged -- MUNICIPAL CODE CHAPTER 99 AMENDED
CONCERNING REQUIREMENTS FOR MAINTENANCE OF
VACANT LOTS WITHIN CITY.

Alderman Sherman moved to *Suspend the Rules Temporarily* for the purpose of discharging the Committee on Housing from consideration of a proposed ordinance amending Chapter 99 of the Chicago Municipal Code concerning specific requirements for the maintenance of abandoned vacant lots within the City. The motion *Prevailed*.

Alderman Sherman then moved to *Discharge* the Committee on Housing from further consideration of the said proposed ordinance. The motion *Prevailed*.

Alderman Sherman then presented the following substitute proposed ordinance:

WHEREAS, Abandoned vacant lots which are uncared for frequently become seriously hazardous to many communities throughout the City of Chicago; and

WHEREAS, Unhealthy and unsafe vacant properties affect all the citizens of the City, as well as many visitors, must be corrected to promote the public welfare and to insure continued safety to all citizens; now, therefore,

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

SECTION 1. That Chapter 99 of the Municipal Code of City of Chicago be and the same is hereby amended by inserting therein, in their proper numerical sequence, the following new sections in italics:

99.62. *It shall be the duty of the owner of any open lot located within the City of Chicago to keep such lot free of garbage, ashes, refuse, trash, rubbish, miscellaneous waste, manure or other substance that may contain disease germs or be scattered by the wind, or decompose, or become filthy, noxious or unhealthful.*

99.63. *It shall be the duty of the owner of any open lot located within the City of Chicago to cause the lot to be surrounded with a non-combustible screen fence as defined in Section 61-5.1 of this code, except that this section shall not apply to any governmental agencies or units of local governments, nor to sideyard. The owner shall maintain any such fence in a safe condition without tears, breaks, rust, splinters or dangerous protuberances and to vehicular traffic by obstructing the view of drivers. Any fence which is not maintained in accordance with these provisions is hereby declared a public nuisance and shall be removed pursuant to the provisions of this Chapter 99; it shall be the duty of the owner of any lot whose fence has been removed to replace the fence with one in compliance with this section the requirements of this code.*

99.64. *If any part or section of said ordinance is found to be in violation of this code only said part or section will be deleted.*

99.65. *All City owned property will be exempted.*

99.66. *Upon finding a privately-owned open lot in an ill-maintained condition as defined in Section 99-62 or without fencing as required in Section 99.63, the Department of Inspectional Services shall notify the owner of such lot, and said owner shall be responsible for cleanup of such lot within thirty (30) days following such notification.*

99.67. *Any person found to be in violation of the provisions of Sections 99.62 through 99.67 inclusive shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such violation, and each day such violation continues shall constitute a separate and distinct offense.*

SECTION 2. Section one (1) 99-63 shall be in effect six months upon passage. The remainder of the ordinance shall be in full force and effect from and after its passage and due publication.

Alderman Sherman then moved to *Substitute* the foregoing proposed ordinance. The motion *Prevailed* by a viva voce vote.

Thereupon, on motion of Alderman Sherman, the substitute proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Abandoned vacant lots which are uncared for frequently become seriously hazardous to many communities throughout the City of Chicago; and

WHEREAS, Unhealthy and unsafe vacant properties affect all the citizens of the City, as well as many visitors, must be corrected to promote the public welfare and to insure continued safety to all citizens; now, therefore,

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

SECTION 1. That Chapter 99 of the Municipal Code of City of Chicago be and the same is hereby amended by inserting therein, in their proper numerical sequence, the following new sections in italics:

99.62. It shall be the duty of the owner of any open lot located within the City of Chicago to keep such lot free of garbage, ashes, refuse, trash, rubbish, miscellaneous waste, manure or other substance that may contain disease germs or be scattered by the wind, or decompose, or become filthy, noxious or unhealthful.

99.63. It shall be the duty of the owner of any open lot located within the City of Chicago to cause the lot to be surrounded with a non-combustible screen fence as defined in Section 61-5.1 of this code, except that this section shall not apply to any governmental agencies or units of local governments, nor to sideyard. The owner shall maintain any such fence in a safe condition without tears, breaks, rust, splinters or dangerous protuberances and to vehicular traffic by obstructing the view of drivers. Any fence which is not maintained in accordance with these provisions is hereby declared a public nuisance and shall be removed pursuant to the provisions of this Chapter 99; it shall be the duty of the owner of any lot whose fence has been removed to replace the fence with one in compliance with this section the requirements of this code.

99.64. If any part or section of said ordinance is found to be in violation of this code only said part or section will be deleted.

99.65. All City owned property will be exempted.

99.66. Upon finding a privately-owned open lot in an ill-maintained condition as defined in Section 99-62 or without fencing as required in Section 99.63, the Department of Inspectional Services shall notify the owner of such lot, and said owner shall be responsible for cleanup of such lot within thirty (30) days following such notification.

99.67. Any person found to be in violation of the provisions of Sections 99.62 through 99.67 inclusive shall be fined not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) for each such violation, and each day such violation continues shall constitute a separate and distinct offense.

SECTION 2. Section one (1) 99-63 shall be in effect six months upon passage. The remainder of the ordinance shall be in full force and effect from and after its passage and due publication.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Evans thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the eleventh (11th) day of February 1987, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the twenty-seventh (27th) day of February, 1987, at 10:00 A.M. in the Council Chamber in City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, February 27, 1987, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.