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

COPY

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

Regular Meeting—Wednesday, May 13, 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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone.

Absent -- Aldermen Rush, Figueroa, Austin, Schulter, Orr.

Call To Order.

On Wednesday, May 13, 1987 at 11:30 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Quorum present.

Invocation.

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

TRIBUTE TO LATE MR. STANLEY P. BALZEKAS, SR.

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

WHEREAS, Almighty God in His infinite wisdom has called Stanley P. Balzekas, Sr. to his eternal reward on May 7, 1987; and

WHEREAS, Stanley Balzekas, Sr. was a prominent member of Chicago's business community and was to all who knew him an inspiring example of accomplishment based on initiative and hard work, having come to Chicago as a blacksmith and then becoming an entrepreneur, opening a number of businesses, including his very successful auto dealership; and

WHEREAS, Stanley Balzekas, Sr. was an active participant in his civic community, being involved in many Lithuanian organizations, the Kiwanis and the Brighton Park Chamber of Commerce, and had served as President of the Lithuanian Chamber of Commerce; and

WHEREAS, Stanley Balzekas, Sr. honored his ethnic heritage by helping found, with his son, Stanley Balzekas, Jr., the Balzekas Museum of Lithuanian Culture, which he served as Treasurer; now, therefore,

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

That we, the Mayor and members of the City Council, gathered here this 13th day of May, 1987, do hereby express our deepest sorrow at the passing of Stanley P. Balzekas, Sr. and do extend our sincerest condolences to his wife Emily, his son Stanley, Jr., and his grandchildren; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to his wife and son.

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

TRIBUTE TO MR. FRANCIS A. O'DRISCOLL.

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

WHEREAS, Francis A. O'Driscoll, a Chicago police officer for more than 30 years, died Saturday, May 9, 1987 at Christ Hospital in Oak Lawn, Illinois; and

WHEREAS, Francis O'Driscoll, 56, joined the Police Department in 1956 and was assigned to the Chicago Lawn District and later was assigned to the Youth Division in the old Maxwell District; and

WHEREAS, In the early 1980's, Mr. O'Driscoll worked in the City Office of Municipal Investigation; and

WHEREAS, During his more than 30 years of service, Mr. O'Driscoll received seven departmental commendations, 73 honorable mentions and six letters of commendation; and

WHEREAS, As a longtime southwest side resident, he was a member of the Illinois Police Association; the Fraternal Order of Police; the St. Jude League; the Emerald Society; and the Benevolent and Protective Order of Elks, Lodge No. 1596; and

WHEREAS, Mr. O'Driscoll was an Army veteran who served during the Korean War; and

WHEREAS, Francis O'Driscoll is survived by his three daughters, Mary O'Driscoll, Peg Kazlauska and Patti Herdman; a son, Terry; one sister and three grandchildren; and

WHEREAS, Mr. O'Driscoll will be greatly missed by those who knew and loved him; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, assembled here this 13th day of May, 1987, do hereby recognize Francis A. O'Driscoll for his many years of outstanding service to the Chicago Police Department and the citizens of Chicago; and

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

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

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- REAPPOINTMENT OF MR. ARTHUR SMITH TO CHICAGO POLICE BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have reappointed Arthur Smith as a member of the Chicago Police Board for the term expiring April 26, 1992.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF VARIOUS INDIVIDUALS TO CHICAGO PEACE CONVERSION COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have appointed the following persons to the Chicago Peace Conversion Commission for the term expiring December 31, 1987:

Ms. Bernice Bild, Chairman

Ms. Mary Ellen Croteau

Mr. Ron Freund

Ms. Fay Clayton

Mr. Joseph Clayton

Ms. Johnnie Mae Jackson

Rabbi Howard Berman

Your favorable consideration of these appointments will be appreciated.

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

Referred -- APPOINTMENT OF MR. IRVING GERICK AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Irving Gerick as a Commissioner of the Chicago Housing Authority for the term ending July 14, 1991, replacing Earl L. Neal.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MR. ODELL HICKS AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Odell Hicks as a Commissioner of the Chicago Housing Authority for the term ending January 8, 1992, replacing Leon Finney.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MR. HAROLD K. LEWIS AS COMMISSIONER OF CHICAGO HOUSING AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have appointed Harold K. Lewis as a Commissioner of the Chicago Housing Authority for the term ending January 8, 1990, replacing Letitia Ware Nevill.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MR. JAMES WOOD AS MEMBER OF ADVISORY COMMISSION BOARD ON CULTURAL AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have appointed James Wood as a member of the Advisory Commission Board on Cultural Affairs to replace E. Laurence Chalmers, who resigned, for the term expiring March 20, 1988.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- REAPPOINTMENT OF MR. JOHN KENNEDY AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have reappointed Mr. John Kennedy as a member of the Economic Development Commission for a term ending April 23, 1990.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- REAPPOINTMENT OF MR. DONALD PETERS AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have reappointed Mr. Donald Peters as a member of the Economic Development Commission for a term ending April 23, 1990.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- REAPPOINTMENT OF MR. WILLIAM BRAZLEY, JR. AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have reappointed Mr. William Brazley, Jr. as a member of the Economic Development Commission for a term ending April 23, 1990.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- REAPPOINTMENT OF MR. ROBERT PRITZKER AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have reappointed Mr. Robert Pritzker as a member of the Economic Development Commission for a term ending April 23, 1990.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MR. JOSEPH BANKS AS CHAIRMAN OF BUILDING BOARD OF APPEALS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I hereby designate Joseph Banks as Chairman of the Building Board of Appeals to fill the vacancy in that position created by the recent death of Kenneth Groggs.

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

Referred -- REAPPOINTMENT OF MR. ERNEST BUSH, JR. AND MR. JOSEPH BANKS AS MEMBERS OF BUILDING BOARD OF APPEALS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I have reappointed Ernest Bush, Jr. and Joseph Banks as members of the Building Board of Appeals for terms expiring April 21, 1989.

Your favorable consideration of these appointments will be appreciated.

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

Referred -- ESTABLISHMENT OF CHICAGO PEACE CONVERSION COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance pursuant to Chapter 202 of the Municipal Code of Chicago, the "Nuclear Weapon Free Chicago Ordinance," establishing the Chicago Peace Conversion Commission.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 130, SECTION 130-3.1-1 CONCERNING ISSUANCE OF SPECIAL EVENT FOOD DISPENSER LICENSE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance which amends Section 130-3.1-1 of the Municipal Code of the City of Chicago to authorize the Mayor of the City of Chicago to issue a Special Event Food Dispenser License for a period of time not to exceed ten (10) days.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 147, SECTION 147-6 CONCERNING ISSUANCE OF SPECIAL EVENT LIQUOR LICENSE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance which amends Section 147-6 of the Municipal Code of the City of Chicago to authorize the Mayor of the City of Chicago to issue a Special Event Liquor License for a period of time not to exceed ten (10) days.

Your favorable consideration of this ordinance will be appreciated.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- EXECUTION OF INTERGOVERNMENTAL CO-OPERATION AGREEMENT WITH CHICAGO PARK DISTRICT RELATING TO 1987 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

May 13, 1987.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing execution of an Intergovernmental Co-operation Agreement with the Chicago Park District relating to the 1987 Taste of Chicago.

Sincerely,
(Signed) HAROLD WASHINGTON,
Mayor.

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 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 (the "Commissioner"), I transmit herewith an ordinance providing for the Commissioner to enter into and execute, on behalf of the City of Chicago (the "City"), a Redevelopment Agreement by which the City will loan $1,700,573 to American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust No. 65999 dated December 31, 1985, the sole beneficiary of which is Washington Square Associates, an Illinois limited partnership. The loan proceeds will be used to rehabilitate the office building located at 659 West Washington Street, Chicago, Illinois, and to construct a retail and parking addition to the building.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF INTERAGENCY AGREEMENT WITH ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 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 authorizing the execution of an Interagency Agreement with the Illinois Criminal Justice Information Authority for a matching grant in the amount of $34,738 to be used by the Office of Professional Standards.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- FILING OF GRANT APPLICATIONS AND EXECUTION OF GRANT CONTRACTS WITH URBAN MASS TRANSPORTATION ADMINISTRATION AND REGIONAL TRANSPORTATION AUTHORITY FOR VARIOUS MASS TRANSPORTATION PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance which authorizes the Mayor to file grant applications and execute grant contracts for funding under Section 3 of the Urban Mass Transportation Act of 1964, as amended, in an amount up to $200,000 with the Urban Mass Transportation Administration, and the Regional Transportation Authority. No local match is required by the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- FILING OF GRANT APPLICATIONS AND EXECUTION OF GRANT CONTRACTS WITH URBAN MASS TRANSPORTATION ADMINISTRATION AND REGIONAL TRANSPORTATION AUTHORITY FOR VARIOUS MASS TRANSPORTATION PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance which authorizes the Mayor to file grant applications and execute grant contracts for funding under Section 3 of the Urban Mass Transportation Act of 1964, as amended, in an amount up to $1,864,000 with the Urban Mass Transportation Administration, and the Regional Transportation Authority. No local match is required by the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- REDUCTION OF INTEREST RATES APPLIED TO VARIOUS CITY TAXES AND INCREASES OR ADJUSTMENTS FOR LATE OR NONPAYMENT OF TAXES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Department of Revenue, I transmit herewith an ordinance reducing the interest rate the City of Chicago applies to various City taxes and increases or adjusts the penalties for late or nonpayment of City taxes.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 200.6, SECTION 200.6-4 CONCERNING MOTOR VEHICLE SALES TAX EXEMPTION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance clarifying the exemption for motor vehicles sold to nonresidents of the City.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Placed On File -- REPORTS AND DOCUMENTS OF COMMONWEALTH EDISON COMPANY.

The following communication from Mr. William J. Gouwens, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of April 30, 1987, which reads as follows:

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

Statement for bills issued in May, 1987 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the months of February and March, 1987.

Annual Report for the year ended December 31, 1986 (Form 10-K), filed with the Securities and Exchange Commission.

Commonwealth Edison Company 1986 Financial Review.

Annual Report to Commonwealth Edison Company to the Illinois Commerce Commission for the year ended December 31, 1986 (Form 21).

Annual Report of Commonwealth Edison Company for the year ended December 31, 1986 (F.E.R.C. Form No. 1)."

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

Also, communications from Mr. Ralph C. Wehner, District Engineer, under dates of April 8, 27, and May 4, 1987, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

January 16, 1987.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at West Diversey Parkway and North Leavitt Street.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at South Cottage Grove Avenue and East 37th Street.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at South Lawndale Avenue and West 26th Street.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at West Belmont Avenue and North Lavergne Avenue.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at North Clark Street and West Wellington Avenue.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at South Jeffery Avenue and East 89th Street.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at North Kedzie Avenue and West Warren Boulevard.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at South Ashland Avenue and West 76th Street.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at South Sacramento Boulevard and West Roosevelt Road.

Authority granted for Expenditure of Motor Fuel Tax Funds for Engineering and Installation of Traffic Control Signals at South State Street and East and West Garfield Boulevard.

February 3, 1987.

Execution of City/State Project Agreement for improvement of 87th Street between Damen Avenue and Vincennes Avenue.

Execution of City/State Project Agreement for improvement of Kostner Avenue between Flournoy Street and Washington Boulevard.

Execution of City/State Project Agreement for modernization of traffic signals at intersections of King Drive with 45th and 49th Streets.

Execution of Amendment to City/State Project Agreement for resurfacing of various northside streets within City.

Execution of Amendment to City/State Project Agreement for resurfacing of various central area streets within City.

Execution of Amendment to City/State Project Agreement for resurfacing of various southside streets within City.

Department of Public Works Commissioner authorized to enter into agreement with Soo Line Railroad Company for improvement of Elston Avenue grade separation structure.

Commissioner of Department of Public Works authorized to enter agreement with North Western Transportation Company for improvement of Kimball Avenue underpass.

March 18, 1987.

Execution of City/State Project Agreement for improvement of Ashland Avenue at Kinzie Street.

City/State Project Agreement amended concerning improvement of various Damen Avenue intersections.

Placed On File -- EXECUTIVE ORDER 87-2 ESTABLISHING MAYOR'S ADVISORY COUNCIL ON CHICAGO HOUSING AUTHORITY.

Also, a communication from Honorable Harold Washington, Mayor, transmitting Executive Order 87-2, concerning the establishment of an Advisory Council on the Chicago Housing Authority, which was *Placed on File.*

Placed On File -- NOTIFICATION OF SALE OF $130,000,000 GENERAL OBLIGATION BONDS, PROJECT AND REFUNDING SERIES OF 1987.

Also, the report of Ronald D. Picur, City Comptroller, addressed to the City Council notifying the members of the sale of $130,000,000 General Obligation Bonds, Project and Refunding Series of 1987, which was *Placed on File.*

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORTS FOR PERIOD ENDING MARCH 31, 1987.

Also, the following document received in the City Clerk's Office, from Mr. Ronald D. Picur, City Comptroller, which was *Placed on File:*

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended March 31, 1987;

Statement of Funded Debt as at March 31, 1987;

City of Chicago Corporate Fund: Statement of Floating Debt as at March 31, 1987.

Placed On File -- APPROVAL BY CHICAGO PLAN COMMISSION AND DEPARTMENT OF PLANNING OF CERTAIN PROPOSALS.

Also, copies of resolutions adopted by the Chicago Plan Commission on April 9, 1987, and reports of the Department of Planning, approving the following proposals, which were *Placed on File:*

Disposition Of Vacant City-Owned Properties.

Referral Number	Address
87-046-02	1100 North Wood Street
87-047-02	3444 West North Avenue/1608--1612 North St. Louis Avenue
87-048-02	2931--2833 West Harrison Street
87-049-02	1617 South Lawndale Avenue
87-050-02	1949 South Halsted Street
87-051-02	950 West 33rd Street/3249--3253 South Morgan Street
87-053-02	7255--7261 South Vincennes Avenue/146--148 West 73rd Street
87-054-02	7347 South Racine Avenue
87-055-02	1301 South Millard Avenue/3609 West 13th Street
87-056-02	4135--4145 West 13th Street

Referral Number	Address
87-057-02	1300--1302 North Kedzie Avenue/3200--3216 West Potomac Avenue
87-058-02	2102 South May Street
87-059-02	3808--3810 West Lexington Street/722--724 South Independence Boulevard
87-060-02	734--736 South Independence Boulevard/3807--3811 West Lexington Street
87-061-02	2928 West Taylor Street
87-062-02	2930--2932 West Taylor Street
87-063-02	26 Properties for Disposition Under the Adjacent Neighbors Land Acquisition Program (various locations)

Disposition Of Improved City-Owned Property.

Referral Number	Address
87-064-02	4833 West Eddy Street (Single-Family Residence)

Placed On File -- QUARTERLY REPORT FROM BOARD OF OFFICE OF MUNICIPAL INVESTIGATION.

Also, a report filed in the Office of the City Clerk, submitted by Mr. Russell H. Levy, Board Chairman, transmitting the quarterly report of the Board of the Office of Municipal Investigation for the period ended March 31, 1987, which was *Placed on File.*

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF MARCH, 1987.

The City Clerk transmitted the following report received from Ronald D. Picur, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on page 185 of this Journal.]

PERSONAL SERVICES PAID BY VOUCHER FOR MARCH, 1987

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE		MAR. 1987
Billish, George	6133 S. Kildare	Fire	Fireman	100	476.03	B/P	476.03
Bukraba, Elizabeth	2821 N. Campbell	"	"	"	3,324.53	"	3,324.53
Coglianese, Eileen	3444 W. 116th	"	"	"	3,344.72	"	3,344.72
Dalton, Thomas J.	5462 W. Foster	"	"	"	104.51	"	104.51
Dawson, Vernon	10733 Avenue N	"	"	"	2,529.59	Vac Relief	2,529.59
Fields, George F.	7934 S. Karlov	"	"	"	133.98	B/P	133.98
Hanas, Michael	3926 W. 75th Pl.	"	"	"	7,566.48	"	7,566.48
Hutmacher, Wm	4065 W. Waveland	"	"	"	164.29	"	164.29
Imbra, Salvatore	1031 S. Racine	"	"	"	7,683.00	"	7,683.00
McNichols, Thomas M.	7541 W. Peterson	"	"	"	11,004.40	"	11,004.40
Nice, Ray J.	7948 S. Pulaski	"	"	"	10,678.32	"	10,678.32
Popjoy, Robert A.	5610 N. Natoma	"	"	"	393.20	"	393.20
Scott, Andrew	8215 S. Blackstone	"	"	"	147.00	"	147.00
Southerland, Larry D.	9004 S. Throop	"	"	"	134.16	"	134.16
Spatz, John F.	11342 S. Central Park	"	"	"	7,968.48	"	7,968.48
Stewart, Jesse F.	9717 S. Morgan	"	"	"	15,840.36	"	15,840.36
Walsh, Timothy R.	8665 W. Catherine	"	"	"	499.80	"	499.80
Wicks, Larry	1235 W. Winnemac	"	"	"	125.72	"	125.72
Wilson, Albert	7120 S. Paxton	"	"	"	123.55	"	123.55
Wilson, Donald	1849 W. 34th Pl.	"	"	"	68,448.34	"	68,448.34
Brown, Beverly	5050 S. Lake Shore	Mayor's Ofc.	Acct. Clerk	"	6.77	P/H	954.57
Childs, Ronald	7850 S. Constance	"	Comm. Specialist	"	2,416.66	P/M	2,416.66
James, David	6612 N. Newgard	"	Liaison Asst.	"	31,400.00	P/Y	2,686.00
Johnson, Theresa	2851 S. King Dr.	"	Asst. Admin. Secy	"	2,440.00	P/M	1,220.00
Otis, Martice	916 S. Ada	"	Receptionist	200	19,008.00	P/Y	1,535.31
Washington, Diane	175 E. Delware Pl.	"	Adm. Sec. II	100	12.15	P/H	2,106.00

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

(April 1, 1987).

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on April 1, 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 April 24, 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 April 1, 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.

April 16, 1987
(Special Meeting).

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on April 16, 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 April 27, 1987, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on April 16, 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.

May 4, 1987.

The City Clerk informed the City Council that the regular meeting held on May 4, 1987 at which appropriate comments thereto were discussed by the City Council and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 8, 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 May 4, 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.

May 6, 1987
(Special Meeting).

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on May 6, 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 May 13, 1987, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on May 6, 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 -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Adams/Wabash Limited Partnership--to classify as a Business Planned Development instead of a B6-7 Restricted Central Business District the area shown on Map No. 2-E bounded by

East Adams Street; South Wabash Avenue; a line approximately parallel to and approximately 126.49 feet south of East Adams Street; and the alley next west of South Wabash Avenue.

Syed Naiman Ali--to classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 6-I bounded by

West 23rd Street; the alley next east of and parallel to South Whipple Street; a line 44 feet 7 3/4 inches south of and parallel to West 23rd Street; and South Whipple Street.

Larry Burke--to classify as an R4 General Residence District instead of a R2 Single Family Residence District the area shown on Map No. 14-N bounded by

the alley next south of and parallel to West Archer Avenue; South Nashville Avenue; a line 99.6 feet south of and parallel to the alley next south of and parallel to West Archer Avenue; and the alley next west of and parallel to South Nashville Avenue.

Bernard I. Citron--to classify as a B4-4 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map No. 11-H bounded by

West Belmont Avenue; a line 100 feet east of and parallel to North Seminary Avenue; the alley next south of and parallel to West Belmont Avenue; and North Seminary Avenue.

Howard R. Conant, Jr.--to classify as a C3-5 Commercial-Manufacturing District instead of an Ml-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

North Wells Street; a line 25 feet south of and parallel to West Illinois Street; the alley next east of and parallel to North Wells Street; and a line 109.34 feet south of and parallel to West Illinois Street.

Patrick Fitzgerald--to classify as a C3-5 Commercial-Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

the alley next north of and parallel to West Grand Avenue; the alley next east of and parallel to North Franklin Street; West Grand Avenue; and North Franklin Street.

444 North Wells Limited Partnership--to classify as a C3-5 Commercial- Manufacturing District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

West Illinois Street; North Wells Street; a line 100 feet south of and parallel to West Illinois Street; and the alley next west of and parallel to North Wells Street.

Ronald Hasse--to classify as a C1-2 Restricted Commercial District instead of an R5 General Residence District the area shown on Map No. 5-G bounded by

a line 172.22 feet north of and parallel to West Webster Avenue; North Halsted Street; a line 147.22 feet north of and parallel to West Webster Avenue; and the alley next west of and parallel to North Halsted Street.

Kenard Corporation--to classify as a Residential-Business Planned Development instead of an M2-1 General Manufacturing District the area shown on Map No. 15-K bounded by

West Peterson Avenue; Rogers Avenue; and the Chicago & Northwestern Railroad right-of-way.

M & L Venture No. 1--to classify as a C3-5 Commercial-Manufacturing District instead of an M2-4 General Manufacturing District the area shown on Map No. 1-G bounded by

a line 160.53 feet north of and parallel to West Kinzie Street; the alley next east and parallel to North Elizabeth Street; and West Kinzie Street; and North Elizabeth Street.

Rico G. Paone--to classify as a C1-1 Restricted Commercial District instead of an R5 General Residence District the area shown on Map No. 2-G bounded by

a line 78 feet north of and parallel to West Flournoy Street; South Racine Avenue; West Flournoy Street; and the alley next west of and parallel to South Racine Avenue.

Michael R. Pontarelli--to classify as an R3 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 11-M bounded by

a line 311.46 feet north of and parallel to West Eastwood Avenue; a line 403.5 feet west of and parallel to North Austin Avenue; West Eastwood Avenue; and a line 463.5 west of and parallel to North Austin Avenue.

Michael R. Pontarelli--to classify as an R3 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 11-M bounded by

a line 311.49 feet north of and parallel to West Eastwood Avenue, which was dedicated for public way July 29, 1986 Document No. 86-529450; a line 720 feet east of and parallel to North Melvina Avenue; a line 150 feet north of and parallel to West Eastwood Avenue; and a line 540 feet east of and parallel to North Melvina Avenue.

Preferred Investments II, Ltd.--to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

a line approximately 75.19 feet south of and approximately parallel to West Webster Street; North Wayne Avenue; the public alley next northeast of Clybourn Avenue; and the public alley next west of North Wayne Avenue.

Standard Federal Savings and Loan Association of Chicago--to classify as a B5-1 General Service District instead of a B4-1 Restricted Service District the area shown on Map No. 12-M bounded by

West Archer Avenue; a line 304.37 feet east of and parallel to South Austin Avenue (as measured along the south line of West Archer Avenue); a line 299.38 feet south of West Archer Avenue; a line 251.38 feet east of and parallel to South Austin Avenue; a line 146.29 feet south of West Archer Avenue (as measured along the east line of South Austin Avenue); and South Austin Avenue.

Michael D. Stevens--to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 13-G bounded by

a line 81.3 feet south of and parallel to West Ainslie Street; North Clark Street; a line 181.32 feet south of and parallel to West Ainslie Street; and the alley next west of and parallel to North Clark Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abney Lynda, Aguilar Nora, Albrecht Barbara, Allen Jonathan, Allstate Ins. Co. (7) Beverly Catherine, Clifton Gould Jr., Mary Jean Joyce, J. B. Martin, Joseph McGinnis, Anis Nacrour and Allen and Barbara Pell, American Ambassador Cas. Co. (2) Ben Harris and Sherrie Whitting;

Balanoff Clement, Ballis Richard, Baker Alvia, Becerril Carlos, Berger Jodi, Bergman Janet L., Better Built Lumber, Bird Roberta S., Bloomfield Richard, Bonakowski Robert and Dawn, Bouras Fotis, Bradshaw Marcus, Brill James E., Brown Keon, Burton John;

Campbell Olivia, Campin Eleanor A., Carlson Laura, Carpets of Irving Park, Inc., Cassidy Marilyn, Caston Thelma, Chicago Seoul Church, Chin James, Cholewa Alan, Choudhry Mahboob A., Chung Peter W., Clarke Danny, Cleaners Frank, Colaianne William, Consolidated Ins. Co. and Anna Waggoner;

Darling Michael, Davis Marilou, Davis Roxie, Delta Air Lines, Inc., Dittrich Rita Luise, Dugo Philip;

Elizondo Mark, Emanuel Harold, Essanay Studio and Lighting Co., Inc.;

Fifty-five Twenty-two (5522) South Kimbark Condominium Association, Finkelman Donald, Finlayson Tina, Fireman's Fund Ins. Co. and Joel Pemfrey, Flynn Madonna, Fragoso Benjamin N.;

Garcia Oliverio, Garza Larry, Goodlow Kenneth, Griego Theodora, Guse R. E., Guy Bobbie J.;

Hall Maurice, Hall Robert and Edith, Hanover Ins. Co. and Karen Barnes, Harris Mildred, Harris Ruby, Hedman John, Helfrich Mary, Hellwig Maureen, Helms Lena, Herath Ellen, Hill Joseph B., Hirsch Melanie, Home Ins. Co. and James Nieds, Hu Youzheng;

Infanger Elizabeth;

Jagla Lottie, Jefferson Eula, Jezierski Randall, Johnson Helen D., Johnson Tim, Johnson Violet, Stella and Donald Jucius;

Kang Young S., Kavanaugh Dr. James, Kim Choon Ja, Kiriacos Nick, Klawitter Mary, Kloiber Gottfried, Koster Joseph, Kownacki Walter, Kunzweiler Henry;

Laboy Jose, Lara Jesus, Lassandrello Arlene, Leiker Wies, Lenoci David, Lewis Sarah, Liberty Mutual and Stanko Ivancic, Little William, Los Martha, Louie Wing Yim, Lyles Melvin;

Marin Oscar, Marshall Ruth L., Matushek Frank, McCain Olivia, McFeren Charles, Mega Kathleen, Mega Prestige Liquors, Inc., Melvin M. Kaplan Realty, Metzger Helen, Michals Gary, Mikszan Teresa, Millard B. Gross Ins. and Ahmad Kishta, Montgomery Ward Ins. and Emma Price, Moore Robert L.;

National Ben Franklin Ins. Co. and Maurice Bunyan, National Indemnity Co. and Rick Phillips, Nickerson Nancy, Nichols Reginald;

Odom Cheryl, Okrzesik Daryl, Olshein Perry, Orozco Rafaela;

Patrick Media Group, Inc., Pegues Lucille, Peoples Gas Light and Coke Co. (5), Pfest Leo Jr., Phillips L. James, Poinsetta Apartment Co., Pole Realty Co., Plautz Anita;

Ralph Siano Used Cars, Rico Rafael, Rimkus Vaune, Robinson Darlene, Robinson Dean Barbara (Henry Dean), Robinson Preston L., Rodriguez Shirley;

Safeco Ins. Co. and Phillip and Alanna Simmons, Scott Earlene, S. G. C. Construction Co., Simmons Lucille, Simpson Arthur, Sparacino Mary, Southern Guaranty Ins. Co. and Claude Boddie, Springfield Patricia Ann, Stade Carl, State Farm Ins. Co. (10) Edward Bafia, Joanne Gasienica, Joseph Guja, Marilyn Komosa, Sandra Machay, James O'Keefe, William Pickert, John Walker, Herbert Wilson, and Nydia Vallejo, Steele and Loeber Lumber Co. (6), Studney Michael, Swiontek Timothy;

Terenzio Maurice, Thompson Yvonne, Torres Antonio;

Uchima Karen, Underwriters Adjusting Co. and Mountain Valley Water Co.;

Valley Forge Ins. and McClinton Pulphus, Vega Manuel;

Walker Louis Jr., Ward Charlene, Washington Edward, Wendt Robert G., Westbrook John, Weyman Conrad, White Russell, Williams Anthony, Woods Zebedee, Wurm Ingeborg.

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

Also, reports from the Corporation Counsel (filed in the Office of the City Clerk), addressed to the City Council (signed by Ms. Jennifer Duncan-Brice, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended February and March, 1987, which were *Referred to the Committee on Finance.*

Referred -- RECOMMENDATIONS BY BOARD OF LOCAL IMPROVEMENTS FOR REPEAL OF CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted a communication addressed to him under date of April 2, 1987 signed by Mr. Morgan P. Connolly, Secretary of the Board of Local Improvements, Department of Public Works, transmitting a proposed ordinance to repeal an ordinance passed on the date noted, which was *Referred to the Committee on Streets and Alleys.*

Referred -- RECOMMENDATIONS BY COMMISSION ON CHICAGO HISTORICAL AND ARCHITECTURAL LANDMARKS FOR DESIGNATION OF VARIOUS STRUCTURES AS CHICAGO LANDMARKS.

Also, two communications from Mr. William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under dates of April 9 and 16, 1987 transmitting recommendations that certain structures be designated as Chicago Landmarks, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

333 North Michigan Building, located at 333 North Michigan Avenue; and

London Guarantee and Accident Building, located at 360 North Michigan Avenue.

Referred -- REQUEST FOR SIGN PERMIT AT 4764 NORTH LINCOLN AVENUE.

Also, a communication from Mr. Bernard I. Citron of Schain, Firsel, Brown and Burney, Ltd., transmitting an order requesting a sign permit to Universal Outdoor, Inc. for erection of a sign/signboard at 4764 North Lincoln Avenue, Amsel's Shoes and Salamanders Shoes, which was *Referred to the Committee on Zoning.*

Referred -- REQUEST FOR TAXICAB LICENSE APPLICATION.

Also, a communication from Mr. Robert A. Jacobs transmitting a request for application for ten taxicab licenses, which was *Referred to the Committee on Local Transportation.*

Referred -- REQUEST FOR ESTABLISHMENT OF TOW AWAY ZONES.

Also, a communication from Mr. Robert A. Jacobs transmitting a request that all no parking areas be designated as tow away zones, which was *Referred to the Committee on Traffic Control and Safety.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

ADDITIONAL ABATEMENT OF REAL PROPERTY TAXES FOR FISCAL YEAR 1986.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an additional abatement of real property taxes with the revenue received from the Chicago Vehicle Fuel Tax for fiscal year 1986.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The ordinance passed by the City Council on September 24, 1986 enacting the Chicago Vehicle Fuel Tax required that a certificate of abatement, with respect to real property taxes levied in 1986 and to be extended for collection in 1987, be filed by the City Comptroller prior to March 31, 1987, such abatement to be made in respect of revenues received for the year 1986 from the imposition of the Chicago Vehicle Fuel Tax; and

WHEREAS, Revenues from the Chicago Vehicle Fuel Tax are still being received by the City for the year 1986 and are expected to continue to be received after March 31, 1987; and

WHEREAS, In order to abate an additional amount of real property taxes levied in 1986 and to be extended for collection in 1987 (reflecting the additional revenues from the Chicago Vehicle Fuel Tax received for the year 1986 which may be received subsequent to the March 31, 1987 abatement), an additional abatement must be authorized; now, therefore,

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

SECTION 1. (a) The City Comptroller is hereby authorized and directed, on or before May 31, 1987, (i) to determine the amounts received from the imposition of the Chicago Vehicle Fuel Tax which were collected and deposited in and were made available to the Corporate Fund for year 1986 and (ii) to file in the Office of the City Clerk a notification of such determination.

(b) As and to the extent that any of the amounts described in Subsection (a) hereof were so collected, deposited and made available to the Corporate Fund and which were not previously the subject of the March 31, 1987 abatement, the City Comptroller is authorized and directed, on or before May 31, 1987, to file in the Offices of the County Clerks of Cook and DuPage Counties, Illinois certificates of abatement with respect to the property taxes

levied for the year 1986 which are to be extended for collection in the year 1987. Such certificates shall refer to the amount of property taxes levied for the year 1986, shall indicate the amount of such property taxes to be abated resulting from the collection of the Chicago Vehicle Fuel Tax and shall further indicate the remainder of such 1986 property taxes which are to be extended for collection in the year 1987 by said County Clerks.

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

EXECUTION OF REDEVELOPMENT/LOAN AGREEMENT FOR CONSTRUCTION OF SOUTH SIDE Y.M.C.A. PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment/loan agreement for the construction of the South Side Y.M.C.A. Project whereby Urban Development Action Grant funds and C.D. float loan funds will be used.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays --None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed on July 9, 1986, authorized the submission of an application to the United States Department of Housing and Urban Development ("H.U.D.") for an Urban Development Action Grant ("U.D.A.G.") to assist in the financing of the South Side Y.M.C.A. Project; and

WHEREAS, In response to said application, H.U.D. has approved Urban Development Action Grant No. B-85-AA-17-0250, which will provide $1,200,000 to the City to be lent to the Y.M.C.A. of Metropolitan Chicago ("Y.M.C.A."), an Illinois not for profit corporation; and

WHEREAS, The Y.M.C.A. intends to utilize the $1,200,000 U.D.A.G. to partially finance the construction of an approximately 91,000 square foot, multi- story Y.M.C.A. facility with swimming pools, gym and track facilities, child care and multi-purpose space, and related parking; and

WHEREAS, The City Council of the City of Chicago, by ordinance passed on August 28, 1986, authorized the sale of Parcel IR-1, bounded by East 63rd Street, South Stony Island Avenue, East 64th Street and South Blackstone Avenue, and located within Slum and Blighted Redevelopment Area 63rd-Stony Island, to the Y.M.C.A. for the South Side Y.M.C.A. Project; and

WHEREAS, Parcel IR-1, authorized for sale at a price of $1.20 per square foot, is composed of two contiguous parcels: Parcel IR-1A, containing 226,989.23 square feet and Parcel IR-1B, containing 136,892.49 square feet; and

WHEREAS, At the present time, the Y.M.C.A. is only prepared to accept conveyance of Parcel IR-1A, which is the parcel required for Phase I of the South Side Y.M.C.A. Project, which Phase I was the subject of the City's U.D.A.G. application and H.U.D.'s subsequent U.D.A.G. award; and

WHEREAS, As a specific condition to H.U.D.'s award of the U.D.A.G. to the City, H.U.D. requires that the City forego the cash payment of $272,387.08 for Parcel IR-1A, and instead receive payment by accepting a $300,000 purchase money mortgage from the Y.M.C.A.; and

WHEREAS, The Y.M.C.A. would repay the indebtedness represented by the purchase money mortgage over a period of fifteen (15) years, with payments made, in lieu of cash, through the Y.M.C.A.'s provision of partial or full free scholarships and/or memberships in the South Side Y.M.C.A. to low income persons and/or families of Chicago; and

WHEREAS, The City Council of the City of Chicago, by ordinance passed on July 9, 1986, authorized the City of Chicago, through the Commissioner of the Department of Housing, to make a low interest loan of available but unexpended Community Development Block Grant funds ("C.D. Float Loan") to the Y.M.C.A., in an amount not to exceed $4,000,000, to assist in the interim financing of the South Side Y.M.C.A. Project; and

WHEREAS, A proposed form of Urban Development Action Grant Redevelopment/Loan Agreement (the "Redevelopment Agreement") containing the essential terms and provisions of the U.D.A.G. Loan, the sale of Parcel IR- 1A and the C.D. Float Loan has been presented to and is now before this meeting; now, therefore,

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

SECTION 1. The proposed sale of Parcel IR-1A to the Y.M.C.A. is hereby approved at a purchase price of $300,000, payment for which shall be in the form of $300,000 purchase money mortgage to the City, which shall be repaid by the Y.M.C.A.'s providing partial or full free scholarships and/or memberships in the South Side Y.M.C.A. to low income persons and/or families in Chicago.

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. The sale of Parcel IR-1B to the Y.M.C.A. at a cash purchase price of $1.20 per square foot is hereby affirmed, confirmed and ratified.

SECTION 4. The Mayor or the Commissioner of the Department of Housing ("Commissioner") are each authorized to enter into and execute on behalf of the City, the Redevelopment Agreement by which the City will:

(a) make a C.D. Float Loan to the Y.M.C.A. in the amount of up to $4,000,000,

(b) make a U.D.A.G. Loan to the Y.M.C.A. in the amount of up to $1,200,000, and

(c) take back a $300,000 purchase money mortgage from the Y.M.C.A. for Parcel IR-1A.

all for the partial funding of the South Side Y.M.C.A. Project, for which the Y.M.C.A. will be obligated to invest not less than $4,035,000 in other funds.

SECTION 5. The Mayor and the Commissioner are each further authorized to enter into and execute all other instruments, documents and agreements as may be necessary to effectuate the terms and conditions of the Urban Development Action Grant Agreement No. B-85-AA-17-0250 and the Redevelopment Agreement, said Redevelopment Agreement to be substantially in the form attached hereto, 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.

SECTION 6. To the extent that any statute, 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 7. This ordinance shall be in full force and effect by and from the date of its passage.

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

Urban Development Action Grant.

Redevelopment/Loan Agreement - South Side Y.M.C.A.

This Agreement (the "Agreement"), executed as of April 1, 1987 is made by and between the City of Chicago, Illinois, a public body corporate (the "City"), and the Y.M.C.A. of Metropolitan Chicago, an Illinois not for profit corporation (the "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. Recitals.

1.1 The Developer intends to acquire from the City a site of approximately 5.5 acres at East 63rd Street and Stony Island Avenue, Chicago, Illinois, as legally described on Exhibit A attached hereto and made a part hereof, (the "Property"); and

1.2 The Property shall be sold by the City to the Developer at a purchase price of $300,000 and the Developer shall grant a $300,000 purchase money mortgage to the City; and

1.3 Developer intends to construct an approximately 91,000 square foot, multi-story "Y.M.C.A." facility with swimming pools, gym and track facilities, child care and multi-purpose space, and related parking, all as more particularly described in Exhibit B attached hereto and made a part hereof, in accordance with the provisions of this Agreement (hereinafter referred to as the "Project"); and

1.4 The City, through its Department of Housing ("D.O.H."), has applied to the United States Department of Housing and Urban Development ("H.U.D.") for a $1,200,000 Urban Development Action Grant ("U.D.A.G." or "Grant Funds") for the purpose of providing a low-interest loan to Developer, such loan to be made and secured in accordance with this Agreement; and

1.5 The aforementioned U.D.A.G. application was authorized by the City Council of the City by Ordinance passed on July 9, 1986; and

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

1.7 The City Council of the City, by Ordinance passed July 9, 1986, authorized the Commissioner of D.O.H. to negotiate a loan of C.D. Float Funds (the "C.D. Float Loan") to the Developer in an amount not to exceed $4,000,000 for the purpose of providing interim financing for the Project; and

1.8 The C.D. Float Loan is to be evidenced by the demand promissory note of the Developer, is to be secured by an unconditional, irrevocable letter of credit issued to the City in the principal amount of up to $4,000,000 and, by other collateral which the City may require; and

1.9 The entire principal amount of the C.D. Float Loan, plus any accrued, but unpaid interest, shall be due and payable on July 1, 1990, or on such earlier date as the City shall demand, subject to Section 1.6 hereof and the Intercreditor Agreement (as herein defined); and

1.10 The Developer intends to complete the Project at a total cost of up to $9,535,000, of which the Developer shall invest not less than $4,035,000 in cash equity and interest income; and

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

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

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

2. Definitions.

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

"Architect" Building and Furnishings Service, or any other licensed architect employed by Developer.

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

"Complete" The substantial completion of any Work as the context requires. For the purpose of this definition, the Project will be considered Complete when the facility is substantially finished in conformity with local codes and ordinances (but subject to insubstantial incomplete matters such as construction and completion of "punch list items") and ready for occupancy. This definition of "Complete" also is applicable to other forms of the word "Complete", such as "Completion" and "Completed", as used in this Agreement.

"Construction Contract" The Agreement between the Developer and General Contractor providing for construction of the Project.

"Developer's Equity" Cash or other form of liquid securities totalling at least $4,035,000.

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

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

"General Contractor" _____, or such other general contractor as is approved by the City for the construction of the Project.

"U.D.A.G. Application" The appliation made by D.O.H. to H.U.D. for a $1,200,000 U.D.A.G. to assist the Developer in developing the Project.

"U.D.A.G. Grant Agreement" The Agreement numbered B-85-AA-17-0250 dated September 30, 1986 between the Secretary and the City.

"U.D.A.G. Regulations" The rules and regulations governing U.D.A.G.s set forth in 24 C.F.R. Part 570, Subpart G, as the same may, from time to time, be amended.

"Intercreditor Agreement" Agreement between the City and the Issuer respecting the Issuer's Letter of Credit.

"Issuer" Harris Trust and Savings Bank. Chicago, Illinois.

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

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

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

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

"Permitted Encumbrances" (i) this Agreement; (ii) liens for taxes and special assessments which are not then delinquent; and (iii) such other liens, encumbrances, covenants, conditions and restrictions, if any, as are approved by the City and/or defects on title at the time the Property is conveyed to the Developer by quit claim deed.

"P.M.M. Loan" The purchase money loan, made pursuant to this Agreement by the City to the Developer in the amount of Three Hundred Thousand Dollars ($300,000).

"P.M.M. Loan Note" The promissory note of the Developer evidencing the obligation to repay the P.M.M. Loan.

"P.M.M. Loan Security Documents" The documents required to secure the P.M.M. Loan Note as described in Section 5.3(b) of this Agreement.

"Project or Project Elements" The development, as more particularly described in Exhibit B attached hereto.

"Project Loan" The combined C.D. Float Loan, P.M.M. Loan and U.D.A.G. Loan.

"C.D. Float Loan" The loan, made pursuant to this Agreement by the City to Developer of C.D. Float Funds in the amount of Four Million Dollars ($4,000,000).

"C.D. Float Loan Note" The promissory note of Developer evidencing the obligation to repay the C.D. Float Loan.

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

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

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

"Secretary" The Secretary of the United States Department of Housing and Urban Development.

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

"U.D.A.G. Loan" The loan in the amount of up to One Million Two Hundred Thousand Dollars ($1,200,000) to be made by the City to the Developer from the U.D.A.G. proceeds.

"U.D.A.G. Loan Note" The promissory note of Developer evidencing the obligation to repay the U.D.A.G. Loan.

"U.D.A.G. Loan Security Documents" The documents required to secure the U.D.A.G. Note as described in Section 5.4(iv) of this Agreement.

"Redevelopment Costs" All costs required to complete the Project, as more specifically described in Exhibit C attached hereto.

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

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

3. Project Loan.

3.1 Project Loan. The City hereby agrees, subject to the terms and conditions herein contained, to make the Project Loan in the principal amount of up to Five Million Five Hundred Thousand Dollars ($5,500,000), the proceeds of which shall be used by the Developer to pay certain Redevelopment Costs of the Project. The Project Loan will be comprised of a loan of C.D. Float Funds in an amount of up to Four Million Dollars ($4,000,000), a P.M.M. Loan totalling Three Hundred Thousand Dollars ($300,000) and a loan of U.D.A.G. Funds in the amount of up to One Million Two Hundred Thousand Dollars ($1,200,000).

4. C.D. Float Loan.

4.1 C.D. Float Loan Note. The C.D. Float Loan shall be evidenced by the C.D. Float Loan Note. The C.D. Float Loan Note shall be executed by Developer and delivered to the City. The principal balance due under the C.D. Float Loan Note shall bear interest during the period from the C.D. Float Loan Closing Date to July 1, 1990 at the simple interest rate of three percent (3%) per annum (computed on the basis of a year consisting of 365 days), with accrued interest payable monthly on the tenth (10th) day of each month. Interest which has accrued but which is not paid as of each payment date shall be added to the principal balance of the C.D. Float Loan Note as of such date. The C.D. Float Loan Note shall further provide that the entire unpaid principal amount thereof and unpaid accrued interest thereon will be payable on July 1, 1990 or on demand by the City, whichever shall first occur, and shall be subject to prepayment (without penalty or charge) by Developer at any time. The City agrees that, subject to the terms of the Intercreditor Agreement, it will demand payment of the principal amount of the C.D. Float Loan Note prior to July 1, 1990 only upon the occurrence and continuance of one or more Events of Default described in Section 11.1 or in the event that the City legally requires the proceeds of the C.D. Float Loan for Community Development Block Grant programs pursuant to the Housing and Community Development Act of 1974.

4.2 Security For C.D. Float Loan Note.

(a) Letter of Credit. Developer shall cause the Letter of Credit to be issued by the issuer to the City to secure the payment of the principal amount of the C.D. Float Loan Note in accordance with the terms and provisions thereof. The Letter of Credit shall be in form and content acceptable to the City; shall be in the amount of Four Million and no/100 Dollars ($4,000,000.00); shall be unconditional and irrevocable; and shall have an expiration date of not earlier than July 4, 1990. The Letter of Credit shall be released by the City upon payment in full of the C.D. Float Loan Note.

(b) Other Security. To further secure the payment of the principal of and interest on the C.D. Float Loan Note in accordance with the terms and provisions thereof, Developer shall grant to the City: (i) a second mortgage lien ("C.D. Float Loan Mortgage") on the Real Estate which shall be a contingent lien, i.e., it shall be released upon the repayment of the C.D. Float Loan, (ii) a subordinate security interest in all equipment (as defined in Article

9 of the Illinois Uniform Commercial Code) and also all other tangible personal property at any time located at or owned or acquired by Developer for use on or in the Property and all proceeds, renewals and replacements thereof; and (iii) shall execute such other security documents as the City may reasonably require (the aforementioned documents are hereinafter referred to collectively as the "C.D. Float Loan Security Documents"). The C.D. Float Loan Mortgage and the other C.D. Float Loan Security Documents shall be subject and subordinate only to the Letter of Credit Security Documents and the Permitted Encumbrances.

4.3 C.D. Float Loan Closing.

(a) C.D. Float Loan Closing Date. The closing for the C.D. Float Loan and the disbursement of the proceeds thereof (the "C.D. Float Loan Closing") shall be held at the offices of the City Department of Housing at 9:00 A.M. on July 1, 1987, or on such other date or at such other time or location, as the parties may mutually agree upon (the "C.D. Float Loan Closing Date").

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

4.4 Developer Deliveries at C.D. Float Loan Closing. As an express condition to the C.D. Float Loan Closing, Developer shall deliver and shall cause the Issuer and other persons, as appropriate, to deliver the following in form and content acceptable to the City ("Developer Deposits") on the C.D. Float Loan Closing Date:

(a) The C.D. Float Loan Note executed on behalf of Developer;

(b) The C.D. Float Loan Mortgage encumbering the entire Real Estate executed on behalf of Developer and in recordable form;

(c) U.C.C. Financing Statements executed on behalf of Developer;

(d) The Letter of Credit;

(e) An A.L.T.A. Mortgage title insurance policy (Loan Policy--1970) with comprehensive endorsement no. 1 (or equivalent), issued by the Chicago Title Insurance Company ("Title Company") in the aggregate principal amount of the C.D. Float Loan Note, showing good and marketable fee simple title to the Real Estate to be in Developer and insuring the lien of the C.D. Float Loan Mortgage to be a valid and enforceable lien on the Real Estate subject only to the Letter of Credit Security Documents and Permitted Encumbrances, which policy shall cover the date of filing of the C.D. Float Loan Mortgage in the Office of the Registrar of the Titles, shall be dated C.D. Float Loan Closing Date and shall otherwise be in form and substance satisfactory to the City;

(f) A survey of the Property prepared and certified to the City and the Title Company by an Illinois registered land surveyor dated not more than ninety (90) days prior to the C.D.

Float Loan Closing Date and showing (i) the perimeter boundaries of the Property; (ii) the area of the Property; and (iii) the location of all buildings and improvements thereon, parking areas, driveways, sidewalks, curbs, adjoining streets and their relation to such improvements, set-back lines, encroachments, rights-of-way, easements and showing the location of all abutting roadways, streets and alleys. The survey shall be prepared in compliance with the standards of the American Land Title Association and American Congress of Surveying and Mapping adopted in 1962 and shall contain the certificate of the surveyor to the City and the Title Company (among others) as to the accuracy of the survey and the legal description. Unless improvements have been made on the Property after its conveyance to the Developer, the survey provided by the City of Chicago shall be deemed acceptable.

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

(h) The legal opinion of the Developer's legal counsel dated as of the C.D. Float Loan Closing Date and addressed to the City and to the effect that:

(i) Developer is an Illinois not for profit corporation which is validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;

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

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

(iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving Developer which would materially affect the Developer's ability to consummate the transactions contemplated by this Agreement;

(v) This Agreement, the C.D. Float Loan Note and the C.D. Float Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms; and

(vi) No approval, consent or authorization, not already obtained (or, in the case of approvals required for construction or operation of the Project, not to the best of such counsel's knowledge readily obtainable), of any governmental or public agency or authority is required in connection with the Developer entering into and performing its obligations under this Agreement, the C.D. Float Loan Note, or the C.D. Float Loan Security Documents.

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

(j) A copy of each form of release and assignment required to accompany the City's draw on the Letter of Credit and a copy of the certification required to accompany the City's draw on the Letter of Credit, approved by the City and the Issuer as to form and substance.

(k) A certified copy of the articles on incorporation of Developer.

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

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

The City shall deliver on the C.D. Float Loan Closing Date the principal amount of the C.D. Float Loan by certified check, cashier's check or wire transfer of good funds, payable to the Issuer for the benefit of the Developer, pursuant to a letter of direction by the Developer.

4.6 Disbursement Of C.D. Float Loan Proceeds.

The proceeds of the C.D. Float Loan shall be disbursed by the City to the Issuer pursuant to a construction escrow agreement among the parties to pay or reimburse Developer for all or a portion of the Redevelopment Costs. Nothwithstanding anything herein to the contrary contained, the City shall be under no obligation to disburse any funds until notified by the Issuer in writing that the Issuer has received from Developer, all required Issuer Collateral (as defined in the Intercreditor Agreement).

5. U.D.A.G. Loan.

In awarding the U.D.A.G. in the amount of up to $1,200,000 to the City, H.U.D. relied on representations made by both the City and the Developer with respect to activities that they shall either complete or cause to be completed. Both parties mutually agree to perform and complete those activities hereinbelow itemized.

5.1 Developer Obligations.

The Developer shall:

(a) acquire the Property and complete the Project Elements, defined as the construction of an approximately 91,000 square foot multi-story "Y" facility with swimming pools, gym and track facilities as well as child care and multi-purpose space, and 175 parking spaces, all of which is more particularly described in the U.D.A.G. Application, which is herein wholly incorporated by reference.

(b) complete the Project Elements at a total cost of up to $9,535,000 in accordance with Exhibit D of the U.D.A.G. Grant Agreement, attached hereto as Exhibit C and made a part

hereof. The Developer shall provide the total project cost of up to $9,535,000 from the following funding sources:

(i) not less than $3,900,000 of Developer's equity funds in cash or pledges;

(ii) not less than $135,000 in interest income;

(iii) up to $4,000,000 in a C.D. Float Loan from the City;

(iv) not less than $300,000 in the form of a purchase money mortgage to the City for the land acquisition; and

(v) up to $1,200,000 in a U.D.A.G. Loan from the City.

(c) invest not less than $4,035,000 of cash equity and interest income funds in the Project.

(d) borrow from the City up to $1,200,000 in U.D.A.G. funds for financing the Project.

(e) borrow from the City up to $4,000,000 in C.D. Float Loan funds for financing the Project, and secure repayment of the C.D. Float Loan with a Letter of Credit from the Issuer.

(f) borrow $300,000 from the City in the form of providing a purchase money mortgage to the City for acquisition of the Property.

(g) unconditionally and irrevocably guarantee the repayment of the U.D.A.G. Loan and the completion of the Project in accordance with the following schedule:

Activity	Commencement Date	Completion Date
Acquisition	October 1, 1986	December 1, 1986
Construction	April 1, 1987	March 31, 1989

The Developer shall commence construction of the Project no later than October 30, 1987, in any event.

(h) cause the Issuer to provide a $4,000,000 Letter of Credit to secure the repayment of the $4,000,000 C.D. Float Loan.

5.2 City Obligations.

The City Shall:

(a) lend to the Developer up to $1,200,000 for Grant Funds which shall be used in accordance with Exhibit D of the U.D.A.G. Grant Agreement, attached hereto as Exhibit C.

(b) lend to the Developer up to $4,000,000 of C.D. Float Loan funds which shall be used in accordance with Exhibit D of the U.D.A.G. Grant Agreement, attached hereto as Exhibit C.

(c) sell the Property to the Developer for a purchase price of $300,000, which shall be financed by a purchase money mortgage in the full amount of the purchase price, with repayment, in lieu of cash, in the same form as that of the U.D.A.G. Loan, as hereinafter set forth in Section 5.4 (b)(ii).

5.3 P.M.M. Loan.

Under the terms of the U.D.A.G. Grant Agreement, the City is obligated to sell the Property to the Developer at a price of $300,000. The Developer is required to make payments by granting a $300,000 purchase money mortgage to the City (the "P.M.M. Loan").

(a) P.M.M. Loan Note. The P.M.M. Loan shall be evidenced by the P.M.M. Loan Note, which shall be executed by the Developer and delivered to the City. The P.M.M. Loan Note shall recite the following provisions:

(i) Term: The term of the P.M.M. Loan shall be 13 years, commencing upon completion of construction of the Project, but commencing in no event later than March 31, 1989.

(ii) Principal: The principal amount of the P.M.M. Loan is Three Hundred Thousand and no/100 Dollars ($300,000.00).

(iii) Repayment: The P.M.M. Loan shall be reduced annually with an annual minimum payment of $28,209, representing principal and interest (3%) a mortization over a thirteen (13) year loan term. The payment of the minimum amount shall be satisfied through provision of partial or full free scholarships and/or memberships in the South Side Y.M.C.A. being given by the Developer to low income persons and/or families of Chicago. The term full or partial scholarships and/or memberships is more particularly defined in Exhibit D, attached hereto and made a part hereof. At maturity of the P.M.M. Loan (the end of the 13th loan year), the principal balance remaining, together with unpaid interest, if any, shall be forgiven.

(b) Security. The P.M.M. Loan shall be secured by a mortgage and such other documents required by the City, in favor of the City, upon all land, buildings, fixtures, equipment and other assets of the Developer comprising the Project (the "P.M.M. Loan Security Documents").

The P.M.M. Mortgage shall be subordinated to the liens of the Letter of Credit Security Documents, the C.D. Float Loan Security Documents and the U.D.A.G. Loan Security Documents. A default under any of the Security documents shall constitute a default under the P.M.M. Mortgage.

(c) City Deliveries. The City shall convey the Property to the Developer by Quitclaim Deed. The conveyance and title shall, in addition to the provisions of this Agreement, be subject to:

(i) the Urban Renewal Slum and Blighted Area Redevelopment Plan for 63rd Stony Island

(ii) the stock objections in an Alta Insurance policy

(iii) taxes for the current year

(iv) easements of record and not shown of record

(v) such defects which cannot reasonably be cured but will not affect the use or marketability of the Property.

5.4 U.D.A.G. Loan Terms.

The U.D.A.G. Loan shall consist of an interim loan (the "Interim U.D.A.G Loan") and a permanent loan (the "Permanent U.D.A.G. Loan").

(a) Interim U.D.A.G. Loan.

(i) Term: The term of the Interim U.D.A.G. Loan shall commence upon the initial disbursement of Grant Funds, but in no event later than April 1, 1987, and shall end upon the completion of construction, but in no event later than March 31, 1989.

(ii) Principal: The principal amount of the Interim U.D.A.G. Loan shall be up to $1,200,000.

(iii) Interest: There shall be no interest.

(iv) Disbursement/Ratio: Disbursements of U.D.A.G. Loan funds shall be based on vouchers submitted by Developer, verified by the City, and certified by the architect, construction manager, or other certifying official acceptable to the City. All submissions by contractors of monthly requisitions shall be on A.I.A. Forms 702 and 703 or their equivalent.

No disbursement of the U.D.A.G. Loan shall be made until the Developer has delivered the following to the City, in form and substance acceptable to the City:

(1) U.D.A.G. Loan Note, executed by the Developer;

(2) Subordinate Mortgage encumbering the Property, executed by the Developer and duly recorded;

(3) P.M.M. Loan Security Documents;

(4) An executed Developer guaranty of performance of the Project, and repayment of the U.D.A.G. Loan, in form and substance acceptable to the City (the "Guaranty");

(5) A.L.T.A. third and fourth Mortgage title insurance policies (Loan Policy--1970) with comprehensive endorsement no. 1 (or equivalent), issued by Chicago Title Insurance Company in the aggregate principal amounts of $1,200,000 and $300,000 respectively, showing good and marketable fee simple title to the Property to be in Developer and insuring the liens of the U.D.A.G. and P.M.M. Mortgages to be valid and enforceable liens on the Property subject only to Permitted Encumbrances, the C.D. Float Loan Mortgage, and the Letter of Credit Security Documents, which policies shall cover the date of recording of the U.D.A.G. and P.M.M. Mortgages and shall otherwise be in form and substance satisfactory to the City;

(6) A Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate the City as an insured mortgagee;

(7) Documentary proof that the Developer has expended not less than $700,000 of Developer's Equity for Eligible Costs of the Project;

(8) U.C.C. Form 1 Financing Statement, executed by the Developer and duly filed;

(9) U.C.C. Form 2 Financing Statement, executed by the Developer and duly recorded;

(10) The legal opinion of the Developer's legal counsel dated as of the date of submission, addressed to the City and to the effect that:

(i) Developer is an Illinois not for profit corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;

(ii) This Agreement, the U.D.A.G. Loan Note, the P.M.M. Loan Security Documents and the U.D.A.G. Loan Security Documents, have been duly executed and delivered by the appropriate representatives of Developer and such execution and delivery has been duly authorized;

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

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

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

(v) This Agreement, the U.D.A.G. Loan Note, the P.M.M. Loan Security Documents and the U.D.A.G. Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms;

(vi) No approval, consent or authorization, not already obtained (or, in the case of approvals required for construction or operation of the Project, not to the best of such counsel's knowledge, reasonably obtainable), of any governmental or public agency or authority is required in connection with Developer entering into and performing its obligations under this Agreement, the U.D.A.G. Loan Note, the P.M.M. Loan Security Documents or the U.D.A.G. Loan Security Documents; and

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

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

Notwithstanding anything herein to the contrary, no disbursements shall be made until all of the requirements for drawdown of Grant Funds, as set forth in Paragraph I(b) of Exhibit F of the U.D.A.G. Grant Agreement have been satisfied, and those aforesaid requirements are specifically incorporated herein by reference.

After all of the above requirements have been satisfied, U.D.A.G. Loan funds may be drawn down and disbursed for use in accordance with Exhibit C to this Agreement in a ratio to countable private funds of not more than $1.00 of U.D.A.G. Loan funds to $3.36 of countable private funds expended on the Project including the funds above required to be expended prior to disbursement of U.D.A.G Loan funds. "Countable private" funds mean the funds described on line r of Exhibit C to this Agreement.

(b) Permanent U.D.A.G. Loan.

(i) Term: The term of the Permanent U.D.A.G. Loan shall be 13 years commencing upon completion of construction, but commencing in no event later than March 31, 1989.

(ii) Principal: The principal amount of the Permanent U.D.A.G. Loan shall be the amount disbursed under the Interim U.D.A.G. Loan.

(iii) Repayment: The loan shall be reduced annually with an annual minimum payment of $116,221, representing principal and interest (3%) amortization over the 13 year permanent loan term. The payment of the minimum amount shall be satisfied through provision of partial or full free scholarships and/or memberships in the South Side Y.M.C.A. being given by the Developer to low income persons and/or families of Chicago. The term full or partial scholarships and/or memberships is more particularly defined in Exhibit D, attached hereto and made a part hereof. At maturity of the loan (the end of the 13th permanent loan year) the principal balance remaining, together with unpaid interest, if any, shall be forgiven.

(c) Security.

The U.D.A.G Loan shall be secured by a deed of trust or mortgage in favor of the City upon all land, buildings, fixtures, equipment and other assets of the Developer comprising the Project. The security position of the City may be subordinated only to the first lien of the Issuer and the contingent second lien of the City.

The deed of trust or mortgage shall also contain standard provisions to protect the interest of the third mortgagee, including, for example, a provision that a default under the first mortgage and second mortgage shall constitute a default under the third mortgage and the entire principal balance plus accrued and unpaid interest of the U.D.A.G. Loan shall become immediately due and payable in cash.

The deed of trust or mortgage shall not contain an exculpation clause in favor of Developer.

To the extent permitted by law, all of the personal property described in the deed of trust or mortgage shall be deemed to be fixtures and part of the real property. As to any part of such personal property not deemed or permitted by law to be fixtures, the deed of trust or mortgage shall constitute a security agreement under the Uniform Commercial Code.

(d) The Developer shall unconditionally and irrevocably guarantee the repayment of the U.D.A.G. Loan and the completion of the activities pertaining to the Developer in accordance with the schedule set forth in Section 7.2 to this Agreement.

(e) Prepayment in cash may occur at any time without penalty.

(f) In the event of a default of the U.D.A.G. Loan through non-payment through provision of the scholarships or memberships, the outstanding principal balance of the U.D.A.G. Loan (not deemed paid through provision of scholarships or memberships) shall be due and payable in cash.

(g) Acceleration of U.D.A.G. Loan: The entire principal balance of the U.D.A.G. Loan shall become immediately due and payable in cash upon the (1) bankruptcy or reorganization of the Developer under the Bankruptcy Code or the Internal Revenue Code of 1954, as amended, (2) dissolution or liquidation of the Developer, (3) syndication of the Developer, (4) change in ownership of the general partnership interest or transfer of 50% or

more of the corporate stock or controlling interest in the Developer, or (5) refinance, sale, partial sale, exchange, transfer, sale under foreclosure, or any other disposition of the Property, improvements or capital equipment situated thereon. No improvements or capital equipment situated on the Property shall be removed, demolished or materially altered, without prior written consent of the City, except that the Developer shall have the right, without such consent, to remove and dispose of, free from any lien of the City, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of value at least equal to that of the replaced equipment and free from any title retention or other encumbrance unless permitted in paragraph (c) above, and by such removal and replacement the Developer shall be deemed to have subjected such equipment to the lien of the City.

(h) Annual Accounting: The Developer shall deliver a statement to the City from an independent Certified Public Accountant within 90 days of the close of each operating year during the term of the Permanent U.D.A.G. Loan, certifying the number and value of free memberships provided to low income people and/or families, including an analysis of types of memberships and demographics of the members.

(i) Reduction of U.D.A.G. Loan: In the event that the Developer's private funds expended for the Project are less than $4,035,000, the U.D.A.G. Loan shall be reduced by $1.00 for each $1.00 of private funds not expended for the project and said Grant Funds for such amount shall not be drawn down by the City.

6. Construction Of Project.

6.1 Project Budget And Balancing.

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

6.2 Construction Contract.

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

(b) Developer shall not authorize or permit the performance of any Work pursuant to any Change Order without giving five (5) days prior notice to the City and Issuer and, without obtaining the prior written approval of the City and Issuer in each and every instance, which shall be given or denied within five (5) business days after receipt of the request for the Change Order and documentation substantiating the need therefor. The

Developer shall require a covenant from the General Contractor to this effect. Failure by the City and Issuer to approve or deny any Change Order request within said five (5) day period shall be deemed approval of the particular Change Order in question. "Change Order" shall mean any amendment or modification to the approved plans and specifications for the Project or the Construction Contract.

6.3 Progress Reports.

Developer shall provide the City with quarterly progress reports commencing on July 1, 1987 detailing the status of construction of the Project. Developer shall also provide the City with any information required to be filed in accordance with directives of the Secretary or any statute, rule or regulation of H.U.D.

7. Project Developments.

7.1 Development Standards.

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

7.2 Schedule Of Construction.

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

Commencement of Construction - _____
Completion of Construction - _____

7.3 Payment And Performance Bonds.

The Developer shall require in the construction contract for the Project that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architects' forms (No. A311) or their equivalent, with the City being shown as an additional obligee. The General Contractor may, at its election, require bonds from subcontractors. In the alternative, the General Contractor may deposit a letter of credit in the amount of ten percent (10%) of the fixed price of construction, in form and content acceptable to the City.

7.4 Barricades.

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

8. Developer Representations And Warranties.

The Developer represents and warrants to the City as follows:

8.1 Organization And Authority.

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

8.2 Litigation.

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

8.3 Authorization.

The consummation by the Developer of the transactions provided for in this Agreement and the compliance with the provisions of this Agreement, the C.D. Float Loan Note, the U.D.A.G. Loan Note, the C.D. Float Loan Security Documents, the P.M.M. Loan Security Documents and the U.D.A.G. Loan Security Documents:

(i) are within the powers and have been duly authorized by all necessary action on the part of the Developer; and

(ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, agreement or other instrument to which Developer is subject.

8.4 Use Of Proceeds.

The Developer will use the proceeds of the C.D. Float Loan and the U.D.A.G. Loan solely for the purposes of paying Redevelopment Costs of the Project.

8.5 Governmental Approvals.

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

9. Developer Covenants.

The Developer covenants and agrees with the City as follows:

9.1 Insurance.

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

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

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

9.2 Damage And Destruction.

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

9.3 Condemnation And Eminent Domain.

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

9.4 Financial Reports.

In addition to the Accounting required by Section 5.3(h), and until maturity of the U.D.A.G. Loan Note, Developer shall deliver to the City, within ninety (90) days after the end of each fiscal year of such Developer, a balance sheet certified by the Developer as to accuracy, and a statement of an independent certified public accountant certifying: operating income and receipts; operating expenses; and net annual cash flow resulting from the operation of the Project.

9.5 Survival Of Covenants.

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

9.6 No Third Party Beneficiaries.

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

9.7 No Waiver By Delay.

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

9.8 Time Is Of Essence.

Time is of the essence of this Agreement.

9.9 Liens.

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

9.10 Payment Of Taxes And Assessments.

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

9.11 Inspection And Review.

(a) Books and Records: Developer shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the U.D.A.G. Program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the U.D.A.G. Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the U.D.A.G. 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 office of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary or the Comptroller General of the United States.

(b) Site Visits: Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the Project.

(c) Duration of Inspection Rights: The rights of access and inspection provided in this Section 9.11 shall be as follows:

(i) For H.U.D., until the completion of all close-out procedures respecting the U.D.A.G. Grant and final settlement and conclusion of all matters arising therefrom.

(ii) For the City, until the Loan is paid in full and final settlement and conclusion of all matters arising therefrom has occurred.

9.12 Indemnification.

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

9.13 Assignability And Transfer.

Neither Developer nor any of its members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its interest in Developer, which transfer or assignment results in a change of control over Developer or creates any conflict of interest under or otherwise violates any state, federal or local law, ordinance, regulation or ruling, nor assign, lease (for a period in excess of one year), transfer or convey any right, title or interest in the Property without the prior written consent of the City being first obtained. Prohibited transfers shall include, but are not limited to, creating new beneficiaries or permitting other persons to obtain an interest in Developer. Unless otherwise agreed to in

writing, no assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Developer of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Property, the Developer, or this Agreement, whether or not consented to by the City, shall hold such interest subject to and be obligated in accordance with the terms and provisions of this Agreement. Transfers by reason of death, incompetency, bankruptcy or operation of law shall not be deemed to violate the provisions of this Section, unless such a transfer would violate any state, federal or local law, ordinance, regulation or ruling.

9.14 Completion Of Project.

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

9.15 Projected Jobs.

Developer shall use its best efforts to create or cause to be created by September 30, 1989, 148 new permanent jobs of which 111 new permanent jobs shall be for low and moderate income persons, 52 new permanent jobs shall be for C.E.T.A.-eligible persons and 111 new permanent jobs shall be for Minorities. Developer shall provide the City with quarterly reports commencing on July 1, 1987 regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by Minorities C.E.T.A.-eligible and low and moderate income persons.

Additionally, during the term of the U.D.A.G. Grant Agreement, the Developer shall provide necessary data and information as to private investment and jobs as requested by the City and/or H.U.D.

9.16 No Rights Of Developer Under U.D.A.G. Grant Agreement.

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

9.17 Conflict Of Interest.

The Developer hereby covenants, represents and warrants that:

No member, officer or employee of the City, or its designees, or agents, no consultant, no member of the governing body of the City and no other public official of the City who exercises or who has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of this

Project at any time during or after such person's tenure. This covenant, representation and warranty is in addition to compliance with the requirements set forth in Attachments O of O.M.B. Circulars A-102 and A-110, which Attachments are incorporated herein by reference.

9.18 Equal Employment Opportunity.

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

(a) Developer will develop an affirmative action plan to ensure equal employment opportunities without regard to race, color, religion, sex, national origin, age or physical handicap. Such plan shall include, but not 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. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Developer shall examine all job classifications to determine if Minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; and

(c) If it hires additional employees in order to perform Work at the Project, it will determine the availability of Minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that Minorities and women are not underutilized; and

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

(e) It will include verbatim or by reference the provisions of this Section 9.18 in every contract awarded in connection with the Project, so that such provisions will be binding upon such contractor.

(f) It will use its best efforts to comply with any affirmative action plan entered into between the Developer and the City.

10. Conditions Precedent To Loan Closings.

The parties hereto acknowledge and agree that the obligations of the City to make the loans contemplated by this Agreement are expressly conditioned upon performance by the Developer of each of the following conditions:

10.1 Developer's Equity.

Developer shall furnish the City with evidence satisfactory to the City and H.U.D. that Developer has invested or will cause to be invested not less than $4,035,000 of Developer's Equity which shall consist of cash or pledges of not less than $3,900,000 and $135,000 of interest income earned on pledges during the construction period. Developer's Equity that has not yet been invested in the Project shall be in cash or in other commitments which are readily convertible to cash.

10.2 Issuer Requirements.

Developer will have delivered all of the documentation required by the Issuer with respect to the Letter of Credit.

10.3 Compliance With Laws.

Developer shall have obtained and shall furnish to the City (a) certified copies of all permits, licenses and approvals, consents or authorizations (including, without limitation, building permits, environmental protection permits, water and storm sewer tie-in permits) necessary to commence construction of the Project and (b) evidence satisfactory to the City of the availability of all necessary utilities required for the Project.

10.4 Financial Statements.

Developer shall furnish to the City current financial statements of Developer satisfactory to the City.

10.5 No Material Change.

There shall have occurred no material change in the composition or financial condition of the Developer, or, at the discretion of the City, in the feasibility of the Project.

10.6 Accuracy Of Representations.

None of the representations and warranties of the Developer made in this Agreement shall prove to be false or materially inaccurate or misleading.

10.7 Covenants.

Developer shall have performed each and every covenant and agreement required to be peformed prior to the disbursement of the subject loan.

11. Events Of Default And Remedies.

11.1 Events Of Default.

The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Agreement:

(a) failure of the Developer to pay any installment of interest on or the principal of the C.D. Float Loan Note within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or

(b) failure of the Developer to pay any installment of interest on or the principal of the U.D.A.G. Loan Note, in accordance with its terms, within five (5) days after the due date thereof, whether at maturity or by acceleration or otherwise; or

(c) failure of Developer to comply with or perform any of the covenants, conditions, or provisions of this Agreement, the C.D. Float Loan Security Documents, the U.D.A.G. Loan Security Documents, the P.M.M. Loan Security Documents or the Letter of Credit Security Documents within the applicable cure period, if any; or

(d) failure to comply with the commencement and completion dates for the construction of the Project set forth in Section 7.2, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the City; or

(e) failure to renew the Letter of Credit at least thirty (30) days prior to its expiration at any time during which the C.D. Float Loan Note is outstanding; or

(f) if any representation or warranty made by the Developer in this Agreement or any agreement or document contemplated herein or in any statement or certificate furnished to the City in connection with this Agreement proves to be untrue or inaccurate in any material respect as of the date of issuance or making thereof; or

(g) if a default, not contested in good faith, shall occur by the Developer under any construction contract; or

(h) any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against Developer or against any of its property and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of sixty (60) days; or

(i) if Developer admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to theappointment of a trustee, custodian or receiver; or

(j) if a trustee, custodian or receiver is appointed for Developer or for the major part of its property and is not discharged within seventy-five (75) days after such appointment; or

(k) if proceedings for dissolution or liquidation of the Developer are commenced and are not dismissed, stayed or otherwise nullified within seventy- five (75) days after such commencement; or

(l) if the Developer should or permit another to sell, refinance, exchange, transfer or otherwise dispose of the Property or any part thereof, or attempt to effect any of the foregoing; or

(m) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Developer, and if instituted are allowed or are consented to or are not dismissed, stayed or otherwise nullified within seventy-five (75) days after such institution.

11.2 Remedies Following Event Of Default.

Subject to the terms of the Intercreditor Agreement, upon the occurrence and during the continuance of any Event of Default, the City shall have the following rights and remedies in addition to any other remedies herein or by law provided:

(a) The City may by written notice to the Developer, declare the entire balance of the unpaid principal and interest under the C.D. Float Loan Note and the notes evidencing the U.D.A.G. Loan and the P.M.M. Loan to be due and payable immediately, and upon any such declaration, the principal and interest of the C.D. Float Loan Note and the notes evidencing the U.D.A.G. Loan and the P.M.M. Loan shall become and be immediately due and payable.

(b) The City, with or without entry onto the Property, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the C.D. Float Loan Note, the U.D.A.G. Loan Note, the P.M.M. Loan Note or in this Agreement or in aid of the execution of any power herein granted, or for any foreclosure or sale (including, without limitation, the rights and remedies of a secured party under the Illinois Uniform Commercial Code) or for the enforcement of any other appropriate legal or equitable remedy available under the C.D. Float Loan Security Documents and the P.M.M. and U.D.A.G. Loan Security Documents.

11.3 Foreclosure And Sale Of Property.

In the event of any sale made under or by virtue of judicial proceedings or decree of foreclosure and sale or as permitted by law, the whole of the Property subject to the lien of the C.D. Float Loan Security Documents and the P.M.M. and U.D.A.G. Loan Security Documents may be sold at one or more sale or in one parcel or as an entirety, or in separate parcels or lots, as the City may determine.

11.4 Remedies Cumulative.

No remedy herein conferred upon reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

11.5 Delay Or Omission Not A Waiver.

No delay or omission of the City to exercise any right or power accruing upon any Event or Default shall impair any such right or power, or shall be construed to be a waiver of any

such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

11.6 Waiver Of Extension, Valuation, And Appraisement Laws.

To the extent permitted by law, the Developer agrees, during the continuanee of any Event of Default hereunder, not to insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisement of the property subject to the lien of the C.D. Float Loan Security Documents or the P.M.M. and U.D.A.G. Loan Security Documents or any part thereof; nor after any judicial sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City.

11.7 Agreement Subject To Provisions Of Law.

All rights, remedies and powers provided by this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

12. Miscellaneous.

12.1 Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If To City:	Commissioner, Department of Housing 318 South Michigan Chicago, IL 60604
With A Copy To:	Corporation Counsel City Hall, Room 511 121 North LaSalle Street Chicago, IL 60602

If To The Developer: Y.M.C.A. of Metropolitan Chicago
755 West North Avenue
Chicago, IL 60610
Attention: Marcus T. Young

With A Copy To: Keck, Mahin & Cate
8300 Sears Tower
233 South Wacker Drive
Chicago, IL 60606
Attention: James H. Ryan, Esq.

In addition, during the term of the Loan(s), a copy of any Notice required hereunder shall be delivered to Harris Trust and Savings Bank, 111 West Monroe Street, P.O. Box 755, Chicago, IL 60690, Attention: John G. Ronchetto. Any Notice shall be deemed delivered three (3) business days after the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the notice changing the address.

12.2 Waiver.

The waiver by any party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

12.3 Captions.

The captions of the Articles and Sections of this Agreement are intended for convenience only and shall not be construed to define, limit or amplify the contents thereof.

12.4 Case.

Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

12.5 Governing Law.

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

12.6 Forms Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content reasonably satisfactory to the City.

12.7 Further Assurances.

Developer agrees that at any time and from time to time, upon written request of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement or to perfect the interest of the City in any of the security described herein or to enable the

City to comply with the terms of the U.D.A.G. Grant Agreement or the U.D.A.G. Regulations or any other federal or state law or regulation.

12.8 Entire Agreement; Amendments.

This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties hereto and it supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

Additionally, until execution of the "close-out" agreement between the Secretary and the City, this Agreement shall not be amended in any material respect without the prior written approval of the Secretary. "Material", for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job-creating or financial obligation of the Developer by more than 10 percent (10%), or changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

12.9 City's Warranty.

The City represents and warrants to Developer that the execution, delivery and performance of this Agreement by the City have been duly authorized, and that the Agreement is valid and binding on the City and is enforceable in accordance with its terms, and no consent, approval or authorization not already obtained is required in connection with the City's entering into and performing its obligations under this Agreement.

12.10 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

12.11 Term.

This Agreement shall be and remain in full force and effect until the full payment of the C.D. Float Loan and the U.D.A.G. Loan, except that the obligations of the Developer under any affirmative action plan shall continue for the period set forth therein.

12.12 Signage.

Developer shall erect a sign at the Project site which shall be consistent with criteria set by the United States Department of Housing and Urban Development, and furnished to the Developer by the City.

12.13 Limitation of Liability.

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

12.14 Release of Funds.

Developer expressly agrees that the U.D.A.G. funds available pursuant to this Agreement shall not be deemed committed by the City to the Developer until the City has received a release of funds ("R.O.F.") from the Secretary, and any otherwise eligible cost incurred by the Developer prior to said R.O.F. shall be at Developer's sole risk, if the United States Department of Housing and Urban Development should later withdraw the U.D.A.G. Grant Funds.

12.15 Approval by H.U.D.

The parties hereto expressly understand and agree that this Agreement must be approved by H.U.D. pursuant to the U.D.A.G. Grant Agreement, as may be amended from time to time, and that they are bound hereby only as to the terms and conditions of this Agreement as finally so approved. Any amendment to the U.D.A.G. Grant Agreement shall constitute an amendment to this Agreement to the extent of any inconsistencies.

In Witness Whereof, the parties hereto have executed this Agreement as of the date hereinabove first mentioned.

[Signature forms omitted for printing purposes.]

Exhibits attached to this agreement read as follows:

Exhibit A.

Legal Description of Property

Lots 8 Through 15 And 18 Through 37 (Except The North 10 Feet Of Lots 8 To 15, Inclusive) And Lot 89, All In Robertson's Subdivision, Being A Subdivision Of The North 25.25 Acres Of That Part Of The East 1/2 Of The North East 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.

Lots 1 And 3 In The Resubdivision Of Lots 6, 7 And The East 1/2 Of Lot 16 In Robertson's Subdivision Aforesaid.

Lot "A" In R. G. Ackley's Consolidation Of Parts Of Certain Lots In Robertson's Subdivision, Aforesaid.

Part Of South Harper Avenue Lying North Of The North Line Of East 64th Street, Extended, And South Of A Line Which Is 10 Feet South Of And Parallel To The South Line Of East 63rd Street Extended.

Said Tract Of Land Being More Particularly Described As Follows: Beginning At A Point On The East Line Of Lot 15, Being Also The West Line Of South Stony Island Avenue, In Robertson's Subdivision Which Point Is 10 Feet South Of The North East Corner Of Lot 15; Thence West Along The South Line Of The North 10 Feet Of Lots 8 Through 15 In Robertson's Subdivision, Aforesaid, And Said South Line Extended, A Distance Of 415.00 Feet To A Point In South Harper Avenue; Thence South At Right Angles To The Last Described Line, A Distance Of 10.00 Feet; Thence South West Along A Line That Forms An Angle Of 45 Degrees 00 Minutes To The Right With A Prolongation Of The Last Described Course, A Distance Of 105.00 Feet; Thence South Along A Line That Forms An Angle Of 45 Degrees 00 Minutes To The Left With A Prolongation Of The Last Described Course, A Distance Of 70.00 Feet; Thence South East Along A Line That Forms An Angle Of 45 Degrees 00 Minutes To The Left With A Prolongation Of The Last Described Course, A Distance Of 319.00 Feet; Thence South West Along A Line At Right Angles To The Last Described Course, A Distance Of 124.00 Feet; Thence South Along A Line That Forms An Angle Of 45 Degrees 00 Minutes To The Left With A Prolongation Of That Last Described Course, A Distance Of 119.492 Feet To The South Line Of Lot 37, Being Also The North Line Of East 64th Street, In Robertson's Subdivision Aforesaid; Thence East Along The North Line Of East 64th Street, A Distance Of 355.303 Feet To The West Line Of South Stony Island Avenue; Thence North Along The West Line Of South Stony Island Avenue, A Distance Of 587.00 Feet To The Point Of Beginning In Cook County, Illinois.

Exhibit B.

Description of Project

Acquisition of approximately 5.5 acres of land located at 63rd and Stony Island.

New Construction of an approximately 91,000 square foot, multi-story "Y.M.C.A." facility with swimming pools, gym and track facilities, child care and multi-purpose space and related parking facilities.

[Exhibit C of Redevelopment/Loan Agreement printed on page 227 of this Journal.]

Exhibit D.

Repayment Mechanism Of Scholarships/Memberships: U.D.A.G. Loan.

The Y.M.C.A. of Metropolitan Chicago, which has been serving the Chicago area since 1858, has a history of not turning people away because of an inability to pay. The plan for giving scholarships for memberships in the new South Side Y.M.C.A. is unique, therefore, only in the volume of those free memberships, not in concept.

(Continued on page 228)

EXHIBIT C

Project Budget: Sources and Uses of Funds

USE OF FUNDS Line Item Activity	SOURCES OF FUNDS UDAG Funds	Private Funds	Other* Funds	TOTAL COSTS
a. Site Acquisition			$ 300,000	$ 300,000
b. On-Site Improvements		$13,000		13,000
c. Construction	$1,200,000	1,865,000	4,000,000	7,065,000
d. Parking		90,000		90,000
e. Capital Equipment		582,000		582,000
f. Architect and Engineering Fees		500,000		500,000
g. Professional Fees		80,000		80,000
h. Interim Costs		490,000		490,000
i. Contingency		415,000		415,000
j.				
k.				
l. Equipment not counted in leverage ratio				
m. Working Capital (not counted in leverage ratio)				
n. Profit & Overhead (not counted in leverage ratio)				
o. TOTAL PROJECT COST	$1,200,000	$4,035,000	$4,300,000	$9,535,000
p. Recipient administrative costs reimbursed from UDAG funds				
q. Less: items not counted in leverage ratio (lines l.-n.)		-		
r. Total private investment to be reported on QPR's ("countable private")		4,035,000		
s. Plus: Discounted value of UDAG loan repayment		+ 759,636		
t. Plus: Discounted value of other public loan repayments		+3,644,328		
u. Plus: Present value of Purchase Money Mortgage		+ 189,909		
v. Totals used in computing leverage ratio	$1,200,000	$8,628,873		

Discount Rate

*Recipient Funds: Loan $4,000,000
Purchase Money Mortgage $300,000

(Continued from page 226)

The rate structure for the new Y.M.C.A. will be Year One, $50 for youth memberships, $120 for adult memberships, and $180 for family memberships.

The target membership spread for scholarships will be:

825 youth memberships	@	$50	=	$41,250
250 adult memberships	@	120	=	30,000
250 family memberships	@	180	=	45,000
1,325				$116,250

Scholarships will be awarded according to the Center Scholarship Policy (see Attachment A). The Executive Director of the Y.M.C.A. will send letters to a list of community agencies and organizations (see Attachment B) asking for referrals of individuals and families in need of Y.M.C.A. services but unable to pay the membership fees. A copy of all letters mailed will be maintained in the center files. Special emphasis will be focused on recruitment of youth and families who are unable to pay.

Recruitment efforts for youth scholarships will center around neighborhood schools, where outreach to children and youth will be done in collaboration with school staff, local churches, and other area social service and civic organizations.

Family memberships will be made available to parents of children in Title XX subsidized day care, both at the Y.M.C.A. and at other non-Y.M.C.A. day care sites in the area. Again, collaboration with area school staff and local pastors, as well as the area public aid office, and other community resources will be developed in order to identify needy families.

Adult free memberships will be focused primarily on those adults who need the services of the Y.M.C.A for health reasons, since the rate of illness and death from hypertension, diabetes, and heart disease is several times greater than that of a comparable white community. Adults who need this service but are unable to pay will be sought through consultation with outpatient clinics such as Provident Hospital, KO-Med Health Center, Bernard Mitchell Hospital, Osteopathic Hospital, Hyde Park Community Hospital and Jackson Park Hospital.

In cases where people indicate an ability to pay a part of the membership fee but not all, a partial fee will be arranged. If more requests for membership assistance are received than can be accommodated annually, requests will be honored on a first come-first served basis, providing there has been a broad representation of referrals received from among the community organizations solicited.

Exhibit D.

Repayment Mechanism Of Scholarships/Memberships: Purchase Money Mortgage.

The Y.M.C.A. of Metropolitan Chicago, which has been serving the Chicago area since 1858, has a history of not turning people away because of an inability to pay. The plan for giving scholarships for membership in the new South Side Y.M.C.A. is unique, therefore, only in the volume of those free memberships, not in concept.

This rate structure for the new Y.M.C.A. will be for Year One, $50 for youth memberships, $120 for adult memberships, and $180 for family memberships.

The target membership spread for scholarships will be:

200 youth memberships	@	$50	=	$10,000
75 adult memberships	@	120	=	9,000
50 family memberships	@	180	=	9,000
325				$28,000

Scholarships will be awarded according to the Center Scholarship Policy (see Attachment A). The Executive Director of the Y.M.C.A. will send letters to a list of community agencies and organizations (see Attachment B) asking for referrals of individuals and families in need of Y.M.C.A. services but unable to pay the membership fees. A copy of all letters mailed will be maintained in the center files. Special emphasis will be focused on recruitment of youth and families who are unable to pay.

Recruitment efforts for youth scholarships will center around neighborhood schools, where outreach to children and youth will be done in collaboration with school staff, local churches, and other area social service and civic organizations.

Family memberships will be made available to parents of children in Title XX subsidized day care, both at the Y.M.C.A. and at other non-Y.M.C.A. day care sites in the area. Again, collaboration with area school staff and local pastors, as well as the area public aid office, and other community resources will be developed in order to identify needy families.

Adult free membership will be focused primarily on those adults who need the services of the Y.M.C.A. for health reasons, since the rate of illness and death from hypertension, diabetes, and heart disease is several times greater than that of a comparable white community. Adults who need this service but are unable to pay will be sought through consultation with outpatient clinics such as Provident Hospital, KO-Med Health Center, Bernard Mitchell Hospital, Osteopathic Hospital, Hyde Park Community Hospital and Jackson Park Hospital.

In cases where people indicate an ability to pay a part of the membership fee but not all, a partial fee will be arranged. If more requests for membership assistance are received than can be accommodated annually, requests will be honored on a first come-first served basis, providing there has been a broad representation of referrals received from among the community organizations solicited.

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH C.E.D.C.O. PROPERTIES FOR DEVELOPMENT OF INCUBATOR BUILDING.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan and security agreement in the amount of $200,000 with C.E.D.C.O. Properties for the development of an incubator building located at 1812-1818 South Kilbourn Street.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 15.2 of the Municipal Code of the City of Chicago established the Department of Economic Development; and

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 attraction and expansion of economic development activity; and

WHEREAS, The U. S. Department of Housing and Urban Development has made funds available to the City of Chicago, through the Community Development Block Grant Program--Year X, of which $900,000 has been allocated to be used to assist the development of small business incubators in the City, through low interest loans; and

WHEREAS, Chicago Economic Development Corporation, an Illinois corporation, has made application to the Department of Economic Development to borrow $200,000 for purposes of providing for working capital, development costs, and/or purchases of equipment and other assets to assist in the development of a building located at 1812 South Kilbourn Street, Chicago, Illinois 60623, into a small business incubator; and

WHEREAS, The small business incubator will provide small, start-up and fledgling businesses, on a rental basis, office and plant facilities, access to service staff and equipment, and consultation; and

WHEREAS, The project is expected to create 100 new permanent jobs; and

WHEREAS, The Department of Economic Development recommended approval of said loan application to the Economic Development Commission, which voted its approval at its meeting of January 8, 1987; 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, on behalf of the City of Chicago, to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Chicago Economic Development Corporation ("Borrower"), an Illinois corporation, pursuant to which the City will loan $200,000 to Borrower to provide for working capital, development costs, and/or purchases of equipment and other assets for the development of a building located at 1812 South Kilbourn Street, Chicago , Illinois 60623, into a small business incubator dedicated to assisting small, start-up and fledgling businesses, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

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

Exhibit A.

Loan And Security Agreement.

This Agreement is entered into and executed as of this _____ day of May, 1987, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602; and Chicago Economic Development Corporation ("C.E.D.C.O."), an Illinois not-for-profit corporation, with principal offices at 180 North Michigan Avenue, Chicago, Illinois 60601, and C.E.D.C.O. Properties ("Borrower") an Illinois not-for-profit corporation, with principal offices at 180 North Michigan Avenue, Chicago, Illinois 60601, whose sole member is C.E.D.C.O.

Recitals:

Whereas, Chapter 15.2 of the Municipal Code of the City of Chicago established the Department of Economic Development (D.E.D.); 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, the U.S. Department of Housing and Urban Development has made funds available to the City of Chicago through the Community Development Block Grant

Program--Year X, of which $900,000 has been allocated to be used to assist the development of small business incubators in the City, through low interest loans; and

Whereas, C.E.D.C.O. on behalf of Borrower has made application to D.E.D. for a loan in the amount of $200,000, for purposes of funding a portion of the costs of rehabilitation of the building located at 1812--1818 South Kilbourn Street, Chicago, Illinois and of providing working capital to assist in the development of said building owned by Borrower, into a small business incubator; and

Whereas, the small business incubator will provide small, start-up and fledgling businesses, on a rental basis, (except for certain consultation services) office and plant facilities, access to service staff and equipment, and consultation; and

Whereas, the project is expected to create 75--100 new permanent jobs; and

Whereas, D.E.D. recommended approval of C.E.D.C.O.'s application to the Economic Development Commission, which accepted said recommendation and approved a loan to C.E.D.C.O. by resolution approved at its meeting of 8 January 1987; and

Whereas, on _____ the City Council of the City of Chicago approved the execution of this Agreement, which is substantially in the form presented to the City Council;

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

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

Section 2. Definitions.

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

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

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

2.4 "Financials" shall mean those financial statements provided to Lender at the time of application for the Loan and financial statements hereinafter required by Lender, or provided to Lender pursuant to the terms of this Agreement.

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

2.6 "Loan Documents" shall mean all agreements, instruments and documents heretofore, now, and/or from time to time hereafter executed by and/or on behalf of or for the benefit of Borrower and delivered to Lender by or on behalf of or for the benefit of Borrower, including this Agreement and that certain Mortgage, Assignment of Rents and Leases and Security Agreement between the Borrower and the Lender, the Promissory Note in the amount of $200,000 made by the Borrower unto the Lender, the Guaranty by C.E.D.C.O. made unto the Lender, the U.C.C. Financing Statements executed by the Borrower and C.E.D.C.O. all of even date with this Agreement, and which secure repayment of the loan made pursuant to this Agreement.

2.7 "Property" shall mean that certain real estate located at 1812--1818 South Kilbourn Street, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

2.8 "Project" shall mean the renovation and development of the Property into a small business incubator, to provide small, start-up and fledgling businesses, on a rental basis (except for certain consultation services), office and plant facilities, access to certain staff and equipment, and consultation.

2.9 "Senior Lender" shall mean a financial institution or institutions and/or other entity or entities which shall lend or contribute cash or cash equivalent to the Borrower for the Project, to which the Lender agrees in writing, to subordinate any security interest it holds hereunder, in an amount not to exceed $800,000.

Section 3. Loan.

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

3.1 The principal sum of the Loan shall be $200,000.

3.2 The term of the Loan shall be 10 years, commencing on the date of initial disbursement of any loan proceeds hereunder, and subject to rewriting, as further described below ("Loan Term").

3.3 The rate of interest will be 6% per annum, on a fixed basis, during the term of the Loan (prior to rewriting, if any) payable in equal monthly installments in the amount set forth on Lender's statement(s) provided to Borrower (which Lender, at its option mayprovide to Borrower monthly, quarterly, or any other denomination) of each year the Loan remains outstanding.

3.4 Repayment of the Loan shall be as follows: Payments shall be made for 120 consecutive months, on or before the first day of each month in which a payment is due, commencing on July 1, 1987.

For the first 36 payment dates, interest only on the principal sum shall be due and payable. For the 37th through 119th payment dates, level payments of principal and interest shall be made, based on a 25 year amortization schedule. A final payment of all sums due and owing shall be made on the 120th payment date, unless the principal and interest due and owing on the 120th payment date is rewritten, as described in the immediately following paragraph.

3.5 Repayment of principal balance and interest may be rewritten at maturity of the Loan, for up to an additional 15 years, at Lender's sole option, at a rate of interest to be determined by Lender.

3.6 Borrower expressly agrees that Loan proceeds shall be used for purposes of working cash expenses, used and useful in connection with the development and maintenance of the Property as a small business incubator for small, start-up and fledgling businesses, as herein further described, and used only at the Property, except with the prior consent of Lender, which consent shall not be unreasonably withheld; provided that any relocation by Borrower shall be to another location within the boundaries of the City; and provided further that in occupying the Property, Borrower is not relocating from another labor area within the City, 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 of, and the prompt, full and faithful performance of Borrower's Liabilities to Lender, Borrower and C.E.D.C.O. agree as follows:

4.1 Borrower hereby grants Lender a security interest in the Property (including the rents, leases and issues and other items described in the Mortgage), and in the accounts receivable, goods, inventory, equipment, vehicles and/or fixtures, (including all replacements, additions, accessions, and/or substitutions thereto and therefore) and all other personalty of Borrower located on, or intended to be used on the Property, and all products and proceeds of the foregoing; including without limitation proceeds of insurance policies insuring the aforesaid ("Collateral").

4.2 Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender copy of each policy of insurance, (unless an original is required by the City) and evidence of payment of all premiums therefore so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In

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

4.3 Prior to the loan closing, Borrower and/or C.E.D.C.O. shall execute such financing statements and security agreements as Lender may request to assure Lender's security interest in the Collateral is perfected, which Lender shall file, or cause to be filed, at Borrower's cost, at such locations as Lender may deem necessary to perfect its security interest in the Collateral.

4.4 All of 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, upon the written request of Borrower, shall be subordinated to the loan or loans of the Senior Lender and only the Senior Lender in an amount not to exceed $800,000, and provided further that if any such loan or loans are in default at any time, the Lender shall not be obligated to subordinate to any further loans until such default is cured or until the Lender so agrees.

4.5 C.E.D.C.O. shall guaranty, the full and complete performance by Borrower of all of the terms and provisions of this Agreement and the other Loan Documents required to be performed by Borrower and repayment of the Loan. Provided, however, the Lender will exhaust all foreclosure remedies against the Property before exercising any rights against the Guarantor hereunder.

Section 5. Conditions Precedent To Disbursement.

The following, some of which may already have been accomplished shall, or may be required of Borrower and/or C.E.D.C.O., as Conditions Precedent to disbursement pursuant to this Agreement:

5.1 Borrower agrees to enter into and executed a First Source Agreement with Lender in a form acceptable to the Lender, if required by the Lender.

5.2 Borrower shall agree to be subject to Mayor's Executive Order 85-2, with respect to minority and women hiring practices as may be required by Lender.

5.3 Borrower shall have delivered to Lender a Promissory Note which obligates Borrower to repay the Loan as described in Section 3 hereof.

5.4 Prior to the loan closing, Borrower and/or C.E.D.C.O. shall have furnished to City, duly executed Uniform Commercial Code financing statements for filing in all appropriate jurisdictions, and other security as required by Lender.

5.5 Borrower shall have furnished to Lender insurance policies as required in Section 4.2 of this Agreement.

5.6 C.E.D.C.O. shall have executed a Guaranty, guaranteeing the payment of the Loan and the performance of all of Borrower's obligation under this Agreement and the other Loan Documents prior to the loan closing.

5.7 Borrower shall have secured consent of Senior Lender to the Loan as described hereunder, and Borrower's and/or C.E.D.C.O. grants of security interest therefor.

5.8 All reasonable costs incurred in fulfilling the obligations of this Section 5, shall be borne solely by the Borrower.

Section 6. Warranties, Representations And Covenants.

Borrower and C.E.D.C.O. warrants, represents and covenants unto Lender, as follows:

6.1 All representations and warranties of Borrower and/or C.E.D.C.O. contained in this Agreement and the other Loan Documents shall be true at the time of their execution, and shall survive the execution, delivery and acceptance hereof, or thereof by the parties hereto.

6.2 Borrower and C.E.D.C.O. 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.

6.3 Except as disclosed in the Financials, (a) Borrower and C.E.D.C.O., now and at all times hereafter, are not for profit corporations of the State of Illinois, 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 and/or C.E.D.C.O. to be so qualified and/or licensed; (b) Borrower and C.E.D.C.O. have the right and power and are duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower and C.E.D.C.O. 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 or C.E.D.C.O. Articles of Incorporation or By-laws, or contained in any agreements, instruments or documents to which Borrower or C.E.D.C.O., respectively, are now or hereafter a party or by which either 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 hereinbefore 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 and/or C.E.D.C.O. (except as may be set forth in the application for the Loan, or disclosed in

an Opinion of Counsel Letter of Borrower and/or C.E.D.C.O., which might result in any material and adverse change to Borrower's and/or C.E.D.C.O.'s financial condition, or materially affect Borrower's and/or C.E.D.C.O.'s assets or the Collateral; (g) Borrower and C.E.D.C.O. Properties have, and are in good standing with respect to all government permits, certificates, consents (including without limitations appropriate environmental clearances and approvals) and franchises necessary to continue to conduct and maintain 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) Neither Borrower nor C.E.D.C.O. is in default with respect to any indenture, loan agreement, mortgage, deed or other 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 and C.E.D.C.O. 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 and C.E.D.C.O. since the dates of the aforesaid Financials.

6.4 Borrower and/or C.E.D.C.O. shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is required by Lender and except as otherwise permitted under this Agreement. Borrower and C.E.D.C.O. shall furnish Lender documents reasonably satisfactory to Lender which evidence its compliance with this Paragraph 6.4.

6.5 Except as permitted under Section 4 hereof, neither Borrower nor C.E.D.C.O. shall 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 except as provided herein; (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 C.E.D.C.O.'s ability to meet its obligations under the Guaranty.

6.6 Borrower and/or C.E.D.C.O. shall pay promptly when due, all Charges. In the event Borrower or C.E.D.C.O. at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower and/or C.E.D.C.O., shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower and/or C.E.D.C.O. 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 and/or C.E.D.C.O., may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower and/or C.E.D.C.O., in good faith shall be contesting said Charges in an appropriate proceeding and same are not in excess of $15,000, and Borrower and/or C.E.D.C.O. has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

6.7 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 to Lender. In addition, upon request by Lender, Borrower shall submit to Lender no less 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.

6.8 Prior to repayment of Loan, Borrower and/or C.E.D.C.O. shall immediately notify Lender of any and all events or actions which may materially affect Borrower and/or C.E.D.C.O's abilities to carry on their respective operations or perform all their respective obligations under this Agreement, or any other agreements whether senior or junior to the Loan, and whether now existing or hereafter entered into by either, relating to the Project so long as any of Borrower's Liabilities remain unsatisfied.

Section 7. Maintaining Records/Right To Inspect.

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

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

7.3 The rights of access and inspection provided in this Section 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. 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 Promissory Note ("Note"), as heretofore described, which failure shall continue for a period of ten (10) days following notice thereof to Borrower; (b) failure to perform any obligations of or any covenants or liabilities contained or referred to herein other than payment under the Note; (c) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower and/or C.E.D.C.O. proving to have been false in any material respect when made or furnished; (d) loss, theft, substantial damage, destruction, (in any material respect), 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 and/or C.E.D.C.O. or any other guarantor or surety of Borrower and, for (b) through (f) of this Section 9, continuing for a period of 60 days after notice thereof to Borrower and C.E.D.C.O.; or (g) any default of under the Loan Documents with the Lender or the agreements with 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; or (h) the failure to deliver to the City no later than the close of the business day on _____ a lender's A.L.T.A. title policy of insurance from Chicago Title Insurance Company insuring the City for $200,000, or a later date indorsement for $200,000 to the existing A.L.T.A. title policy of insurance from Chicago Title Insurance Company for $150,000, pursuant to commitment Number 7087705, dated November 14, 1986.

Section 9. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 8 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 *et seq.*), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower and/or C.E.D.C.O. 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 and/or C.E.D.C.O.'s right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower and/or C.E.D.C.O. 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 and/or C.E.D.C.O. for any surplus realized on such disposition and Borrower and/or C.E.D.C.O. 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, under the other Loan Documents, or under any applicable law or in equity, shall not be construed as a waiver of any of the other remedies of Lender so long as any part of Borrower's Liabilities remain unsatisfied.

Section 10. No Waiver By Lender.

Lender's failure at any time or times hereafter to require strict performance by Borrower and/or C.E.D.C.O. 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 an Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

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

Section 11. Jobs.

11.1 Borrower shall create 4 new permanent jobs, and use its best efforts to cause its tenants on the Property to create approximately 75-100 permanent jobs within 36 months after execution of this Agreement.

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

Section 12. Prepayment.

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

Section 13. Equal Employment.

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

13.1 Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex, age or physical handicap. Borrower 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. Borrower agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.

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

13.3 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 Borrower and/or C.E.D.C.O. 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, Borrower and/or C.E.D.C.O. other than that expressly created by the making of this Loan.

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 personal interests or the interests of any corporation, partnership or association in which he is directly interested.

Section 16. Limitation Of Liability.

Borrower and/or C.E.D.C.O. expressly agrees that no member, official, employee or agent of Lender shall be individually or personally liable to Borrower and/or C.E.D.C.O., its successors or assigns for any actions under this Agreement.

Section 17. Assignment.

17.1 Borrower and/or C.E.D.C.O. may not sell, assign or transfer this Agreement without the prior written consent of Lender which consent shall not be unreasonably withheld or delayed.

17.2 Borrower and/or C.E.D.C.O. consent to Lender's sale, assignment, transfer or other disposition, at any time and from time to time hereafter, of this Agreement, in whole or in part.

Section 18. Additional Provisions.

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

18.2 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States mail, 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 Copy To:	Department of Law Room 511, City Hall 121 North La Salle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To C.E.D.C.O.:	Chicago Economic Development Corporation 180 North Michigan Avenue Chicago, Illinois 60601 Attention: Executive Vice President
If To Borrower:	C.E.D.C.O. Properties 180 North Michigan Avenue Chicago, Illinois 60601 Attention: Executive Vice President
With Copy To:	McDermott, Will and Emory 111 West Monroe Street Suite 900 Chicago, Illinois 60603 Attention: James M. Roche

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.

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

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

19.5 This Agreement is, (with respect to the Collateral), a Security Agreement and shall be construed in accordance to the Uniform Commercial Code as adopted in the State of Illinois, to secure, in part, the loan to be made in accordance with this Agreement.

In Witness Whereof, Lender, C.E.D.C.O. 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.]

Exhibit "A" attached to this Loan and Security Agreement reads as follows:

Exhibit A.

All of Debtor's right, title and interest in and to all accounts receivable, goods, inventory, equipment, vehicles and fixtures, including all replacements, additions, accessions and/or substitutions thereto and therefore, and all other personal property of the Debtor, located on or intended to be used on the Property described below, and all products, and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring the aforesaid;

All located on or intended to be used on the Property commonly known as 1812--1818 South Kilbourn Street, City of Chicago, County of Cook, Illinois, and legally described as follows:

AMENDMENT AND REPEAL OF ORDINANCES CONCERNING LOAN AND SECURITY AGREEMENT WITH GUERRA CONSTRUCTION COMPANY, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending an ordinance adopted by the City Council on December 18, 1986 and repealing an ordinance adopted on March 11, 1987, concerning the execution of a loan and security agreement with Guerra Construction Company, Inc., located at 2635 West Cermak Road.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Shiller, Osterman, Stone -- 35.

Nays -- Aldermen Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Cullerton, Levar -- 8.

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

The following is said ordinance as passed:

WHEREAS, On December 18, 1986, the City Council of the City of Chicago, passed an ordinance authorizing the Commissioner of Economic Development to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Guerra Construction Co., Inc., pursuant to which the City will loan $250,000 to Guerra Construction Co., Inc., to assist Guerra Construction Co., Inc., to expand its construction operation (Journal of Proceedings of the City Council of the City of Chicago, pages 38122 to 38134 inclusive); and

WHEREAS, The Loan and Security Agreement was to be substantially in the form that was attached to the December 18th ordinance as Exhibit "A"; and

WHEREAS, A first amendatory ordinance was passed in March 11, 1987 authorizing the substitution of the form of Loan and Security Agreement attached to the original ordinance passed December 18, 1986, for that form of Loan and Security Agreement attached to that first amendatory ordinance in order to correctly reflect the position that the liens and security interests of the City of Chicago on various assets would occupy with respect to other creditors of Guerra Construction Co., Inc., on the collateral securing repayment of this loan (Journal of Proceedings of the City Council of the City of Chicago, pages 39936 to 39948 inclusive); and

WHEREAS, Since the passing of the said first amendatory ordinance, Guerra Construction Co., Inc., has incurred new substantial additional debt in the form of a $60,000 loan from Metropolitan Bank and Trust Co. secured by a security interest on part of that same collateral that would secure the loan to be given by the City of Chicago to Guerra Construction Co., Inc.; and

WHEREAS, Therefore, said first amendatory ordinance and Loan and Security Agreement attached thereto do not reflect this new loan incurred and security interest granted thereafter by Guerra Construction Co., Inc.; and

WHEREAS, For the foregoing reasons, it is again necessary to amend the ordinance passed on December 18, 1986, to accurately reflect the position that the liens and security interests in the collateral to be granted to the City of Chicago will occupy with respect to other creditors of Guerra Construction Co., Inc., for purposes of securing repayment of the abovementioned loan; and

WHEREAS, A second corrected Loan and Security Agreement reflecting the new collateral position to be occupied by the City of Chicago is attached hereto as Exhibit "A"; now, therefore,

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

SECTION 1. The December 18th, 1986 ordinance is hereby amended to provide that the form of Loan and Security Agreement shall be in substantially the form attached to this second amendatory ordinance.

SECTION 2. All other provisions of the December 18th, 1986 ordinance shall remain in full force and effect.

SECTION 3. The first amendatory ordinance passed on March 11, 1987 is hereby repealed.

SECTION 4. 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 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 Guerra Construction Co., Inc., an Illinois corporation, with principal offices at 2635 W. Cermak Rd., Chicago, Illinois, 60608, ("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 Two Hundred Fifty Thousand and 00/100 Dollars ($250,000) to provide working capital in order to enable the Borrower to purchase some vehicles and equipment, namely five new tractors and five trailers;

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 that certain parcel of real estate located at 2635 W. Cermak, Rd., Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

2.08 "Project" shall mean the purchase of five tractors and trailers and their use by Borrower on the conducting of its business and all activities of Borrower on the Property using the proceeds of the Loan or other Indebtedness.

2.09 "Senior Lender" shall mean Hyde Park Bank & Trust Co., Chicago, 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 $250,000.

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 75% of that rate of interest charged by First National Bank of Chicago to its most credit-worthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"). 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 _____. In accordance with the above, the initial interest rate shall be _____%.

3.04 Repayment of the Loan shall be in 60 monthly installments of (i) principal, plus (ii) interest on the unpaid balance thereon at the rate set forth as adjusted from time to time, pursuant to Paragraph 3.3 above and as set forth in Lender's schedule of payments provided to Borrower from time to time. Payments shall be made on or before the first day of the month commencing on the 1st day of _____, 1987, in the amounts set forth in Lender's statement to Borrower.

3.05. Borrower expressly agrees that Loan proceeds shall be used only for purposes of purchasing five new tractors and trailers as part of its business expansion program to reduce hauling costs.

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 Those new vehicles and equipment to be purchased by Borrower with the funds lent by Lender and Senior Lender including but not limited to 5 1987 Mack Trucks with V.I.N. numbers 1M2N179Y5HA006401, 1M2N179Y0AAA007780, 1M2N179Y2HA007781, 1M2N179Y4HA007782, 1M2N179Y6HA00783, five 1987 Hilbilt Trailers V.I.N. numbers 1H9A3CA7H1015093, 1H9A3C3A5H1015089, 1H9A1C3A6H1015088, 1H9A1C3A2H1015086, and 1H9A1C3A4H1015087. All parts, additions, accessions, replacements and/or substitutions to all the said vehicles, including without limitation proceeds of insurance policies insuring them.

4.02 The "Property".

4.03 Accounts and accounts receivable, inventory, equipment, machinery, vehicles and fixtures, and other tangible business assets located at the Property, or otherwise owned by Borrower, whether now owned or hereafter acquired, including all replacements, additions, accessions, substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

4.04 That certain parcel of real estate located at 1041 S. Claremont, Chicago, Illinois and all facilities, buildings and structures now existing or hereafter erected therein, and all appurtenances thereto.

4.05 100% of the beneficial interest under a certain Trust Agreement dated July 15, 1980 with the Hyde Park Bank and Trust Co., as Trustee and known as Trust number 571, and all insurance policies and proceeds thereof.

4.06 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, collision 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.

4.07 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.

4.08 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 notwithstanding the fact that the City may from time to time, agree to a parity security position with another lender(s), the liens and/or security of the Loan may be subordinated to the loans of the following creditors and only the following creditors and under the following conditions; to the Senior Lender in an amount not to exceed $250,000, except as to the Property and those assets described in §4.04 and §4.05; to Banco Popular of Puerto Rico in the amount of $62,000 as to the Property and in the amount of $575,000 as to all other collateral except those assets described in 4.01, 4.04 and 4.05; to Metropolitan Bank and Trust Co. in an amount not to exceed $60,000 and to the creditors listed in the financing statements attached to this document as Group Exhibit No. 1 as to the particular items of equipment described in said financing statements and for the Borrower's debts to the creditors therein listed whose security interests have been perfected by said financing statements, plus additional amounts advanced by the Senior Lender, Banco Popular of Puerto Rico and the creditors listed in Group Exhibit No. 1 upon Borrower's failure to perform its obligation under their said financings.

4.08 Borrower agrees that Ramiro Guerra and Maria Guerra, jointly and severally shall personally guaranty the Loan.

Section 5. Conditions Precedent.

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

5.01 Borrower shall submit to Lender a copy of a duly executed sales contract(s) whereby Borrower irrevocably commits itself to the purchase of the new vehicles as provided for in paragraph 3.05. Said sales contract(s) shall contain evidence satisfactory to Lender, unequivocally identifying said vehicles.

5.02 Borrower shall execute or shall cause to be executed application for title for all new vehicles and equipment listed in *4.01 subject to the Illinois Motor Vehicle Code (Ch. 95 1/2 I.R.S.) to be purchased under this loan and security agreement and all any other documents necessary for the City to occupy, in the title to be issued by the Secretary of State with regard to said vehicles, or otherwise, a second position as a lienholder inferior only to the Senior Lender.

5.03 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.

5.04 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.

5.05 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, collision 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 interest appear.

5.06 Personal Guarantee of Ramiro Guerra and Maria Guerra, jointly and severally, for repayment of the Loan.

5.07 Consent of Banco Popular de Puerto Rico to grant a junior mortgage and/or security interest to Lender on the property located at 2635 W. Cermak Rd., Chicago, Illinois 60608 and on those assets of borrower specified in Section 4.03 in which it has a lien or security interest.

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

Section 6. Warranties, Representations And Covenants.

Borrower warrants, 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 is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws 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 hereafter defined), free and clear of all liens, claims, security interests and encumbrances except those of Lender and as otherwise 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 a secured lien position equal or superior to that described in Section 4.08 on 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 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 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 maintain approximately 80 present full-time jobs; and shall use its best efforts to create approximately 30 new, permanent jobs within 24 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.

7.03 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.

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

7.05 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. 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 agreements, instruments or documents relating to the loan of the Hyde Park Bank and Trust Co., Chicago, Illinois ("Senior Lender"), to the loans of Banco Popular of Puerto Rico, to the loan of Hyde Park Bank and Trust Co., secured by a collateral assignment of the beneficial interest under Trust number 571 and dated July 15, 1980, to the loan of Metropolitan Bank and Trust Co., and to the loans of any of Borrower's creditors listed in Group Exhibit No. 1, which default is not timely cured pursuant, to any applicable cure period as set forth in the Security Documents, the Senior Lender Loans, the documents pertaining to the loans of Banco Popular of Puerto Rico, and of Metropolitan Bank and Trust Co., or the documents related to the loans given by the creditors listed in Group Exhibit No. 1, as the case may be;

(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 9. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 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 10. No Waiver By Lender.

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

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

Section 11. Prepayment.

This Loan may be prepaid at anytime without premium or penalty. Any and all such prepayments to be applied upon installments of most remote maturity.

Section 12. Equal Employment.

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

12.01 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.

12.02 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.

12.03 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 13. 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 14. 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 15. 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 16. Assignment.

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

16.02 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 17. Additional Provisions.

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

17.02 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 60601
If To Borrower:	Guerra Construction Co. 2635 West Cermak Road Chicago, Illinois 60608 Attention: Ramiro Guerra
Copy To:	

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

17.03 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.

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

17.05 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.]

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 Guerra Construction, Co. (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 instruments 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 _____ 1987.

_____
Notary Public

My Commission Expires _____

[Group Exhibit No. 1 printed on pages 257 through 265 of this Journal.]

BOUNDARIES OF ENTERPRISE ZONE V MODIFIED AND ENLARGED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, modifying and enlarging the boundaries of Enterprise Zone V to create a new area bounded by Armitage Avenue, Kostner Avenue, North Avenue and Pulaski Road.

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

(Continued on page 266)

GROUP EXHIBIT NO. 1

Item 1

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and Address(es)

GUERRA CONSTRUCTION CO.
2635 N. CERMAK RD.
CHICAGO, IL 60608

Secured Party(ies) and Address(es)

CASE POWER & EQUIPMLNT
250 E. FRONTAGE RD.
BOLINGBROOK, IL 60439

For Filing Officer (Date, Time, Number and Filing Office)

ILLINOIS
SECRETARY OF STATE
1984 MAY 29 AM 10: 15

1875511

1 This financing statement covers the following types (or items) of property

1 Case W-11B Loader S/N 9151595

ASSIGNEE OF SECURED PARTY

4.00

2 ☐ Products of Collateral are also covered

1

29-84

____ Additional sheets presented.
____ Filed with Office of Secretary of State of Illinois

By Louise A. Ockal Guerra
Signature of (Debtor) Construction

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and address(es)

Guerra Construction Co.
2635 N. Cermak Rd.
Chicago, IL 60608

Secured Party(ies) and address(es)

Case Power & Equipment
250 E. Frontage Rd.
Bolingbrook, IL 60439

For Filing Officer (Date, Time, Number and Filing Office)

FILED
ILLINOIS
SECRETARY OF STATE
1984 NOV 15 AM 8: 06

This Statement refers to original Financing Statement No. 1875511
Date filed: 5-29 19 84 Filed with Sec. of State, IL

A. ☐ **CONTINUATION**..... The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. ☐ **PARTIAL RELEASE**.. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.

C. ☒ **ASSIGNMENT**..... The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.

D. ☐ **TERMINATION**..... The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. ☐ **AMENDMENT**..... The financing statement bearing the above file number is amended.
☐ To show the Secured Party's new address as indicated below.
☐ To show the Debtor's new address as indicated below.
☐ As set forth below.

OK GP 11/14/84

Equipment: One (1) Case W11B Loader SN 9151595
Assignee: J.I. Case Credit Corp. or J.I. Case Company, 1919 S. Highland, Suite 235A., Lombard, IL 60148 astheir interests may appear.

4.00

1

11-15-84

____ (Debtor)
(Signature of Debtor, if required)

CASE POWER & EQUIPMENT (Secured Party)

Dated November 7, 19 84

By ____ (Signature of Secured Party)

1 0 0 5 3 0 8 9 4

FILING OFFICER—ALPHABETICAL

This form of Financing Statement is approved by the Secretary of State.

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC 1 REV. 7-74

Group Exhibit No. 1



Item 2

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and Address(es)	Secured Party(ies) and Address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Guerra Construction Co., Inc. 2635 W. Cermak Rd. Chicago, IL 60608	J.I. Case Co. d/b/a Case Power & Equipment 250 E. Frontage Rd. Bolingbrook, IL 60439	FILED ILLINOIS SECRETARY OF STATE [illegible] -6 AM 10: 33

1. This financing statement covers the following types (or items) of property:

1 Case 680H Loader/Backhoe S/N 9151116 with Stanley HB500 Breaker S/N 511

ASSIGNEE OF SECURED PARTY
J.I. CASE
J.I. CASE CREDIT CORP.
as their interests may appear
~~1919 S. Highland Ave.~~
Suite 235A
Lombard, IL 60148

2. ☐ Products of Collateral are also covered.

____ Additional sheets presented
____ Filed with Office of Secretary of State of Illinois
____ Secured Party is a transmitting utility as defined in UCC S9-105

By: [signature] Signature of (Debtor) (Secured Party)*

Signature of Debtor Required in Most Cases:
Signature of Secured Party in Cases Covered By UCC S9-402 (2)

(1) Filing Office Copy — Alphabetical 0 5 0 3

This form of financing statement is approved by the Secretary of State.

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1—REV. 2-74

1972683 4.00 1 03-06-85



Group Exhibit No 1

Item 3

...MENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

...r(s) (Last Name First) and Address(es)	Secured Party(ies) and Address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Guerra Construction Co. 2635 W. Cermak Rd. Chicago, IL 60612	J.I. Case Co. d/b/a Case Power & EQuipment 250 E. Frontage Rd. Bolingbrook, IL 60439	SECRETARY OF STATE 1985 MAR 12 AM 8:46 1274531

1 This financing statement covers the following types (or items) of property

1 Case 580E loader/backhoe S/N 9872255

ASSIGNEE OF SECURED PARTY
J.I. CASE CO.
J.I. Case Credit Corp.
as their interests may appear
1919 S. Highland Ave.
Lombard, IL 60148

4.00

2. ☒ Products of Collateral are also covered.

1

03-12-85

____ Additional sheets presented.
____ Filed with Office of Secretary of State of Illinois
____ Secured Party is a transmitting utility as defined in UCC S9-105

By _____
Signature of (Debtor)
(Secured Party)*

Signature of Debtor Required in Most Cases
Signature of Secured Party in Cases Covered By UCC S9-402 (2)

Filing Officer Copy — Alphabetical 0 1 5 9 This form of financing statement is approved by the Secretary of State.

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1—REV. 2-74

Group Exhibit No 1

Item 4

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)

Guerra Const.
2635 W. Cermak Rd.
Chicago, IL 60608

Secured Party(ies) and address(es)

Wacker Corp.
3808 W. Elm St.
Milwaukee, WI 53209

For Filing Officer (Date, Time, Number, and Filing Office)

FILED
ILLINOIS
SECRETARY OF STATE
1983 NOV 30 AM 8:48

1811586 1
4.00 1
11-30-83

ASSIGNEE OF SECURED PARTY

1. This financing statement covers the following types (or items) of property:

All Compaction Equipment, Parts and Accessories sold to the Debtor, by the Secured Party, for resale, rental or use by the Debtor, in which the Secured Party has a Security interest, whether now owned or hereinafter acquired, including proceeds from resale or rental payments received under leases of such equipment.

This agreement pertains only to:
1) DVU 4001 Wacker Diesel Plate s/n 465088244

2. ☐ Products of Collateral are also covered.

_____ Additional sheets presented.

_____ Filed with Office of Secretary of State of Illinois.

_____ Debtor is a transmitting utility as defined in UCC §9-105.

1 9 5 3 0 8 9 0

By: Ramiro Guerra
Signature of (Debtor)
(Secured Party)*

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

Filing Officer Copy-Alphabetical

This form of financing statement is approved by the Secretary of State

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1—REV. 8-75

Group Exhibit No 1



Item 5

The STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)	Secured Party(ies) and address(es)
Guerra Construction Co., Inc. 2635 West Cermak Road Chicago, IL 60608	Roland Machinery Company 816 N. Dirksen Parkway Springfield, IL 62708

For Filing Officer
(Date, Time, Number, and Filing Office)
FILED
ILLINOIS
SECRETARY OF STATE
1986 JUL 22 AM 10: 29

ASSIGNEE OF SECURED PARTY

1. This financing statement covers the following types (or items) of property:

One New Komatsu PC300LC-3 Hydraulic Excavator with long undercarriage, 32" shoes 21'3" boom, 13'2" arm, 1.7 cu. yd. bucket 50.8" wide 56" wide with sidecutters.

S/N 12740

07-22-86 1 4.00 2165293

2. ☐ Products of Collateral are also covered.

Guerra Construction Co., Inc.

____ Additional sheets presented.

_X_ Filed with Office of Secretary of State of Illinois.

____ Debtor is a transmitting utility as defined in UCC §9-105

2036 1-0458

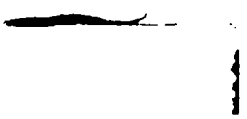
By: Ramiro Guerra
Signature of (Debtor)
(Secured Party)*

*Signature of Debtor Required in Most Cases
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

(1) Filing Officer Copy-Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM – UNIFORM COMMERCIAL CODE – FORM UCC-1 – REV. 1-75



Group Exhibit No 1

Item 6

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and address(es)
Guerra Construction Co.
2635 W. Cermak Road
Chicago, IL 60608

Secured Party(ies) and address(es)
Patten Tractor & Equipment Co.
PATTEN INDUSTRIES, INC d/b/a
635 West Lake Street
Elmhurst, Illinois 60126

For Filing Officer (Date, Time, Number, and Filing Office)
1984 JUL -2 AM 8:33

1887275 4.00 1 07-02-84

1. This financing statement covers the following types (or items) of property.

ASSIGNEE OF SECURED PARTY

One-New Caterpillar Model 950B Wheel Loader
s/n 22200 900

Products of Collateral are also covered.

Guerra Construction Co., Inc.

XXXX Additional sheets presented
Filed with Office of Secretary of State of Illinois
Debtor is a transmitting utility as defined in UCC §9-105

1 9 3 5 3 8 9 1

By X [signature] (Signature of Debtor)
(Secured Party)*

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code:

Debtor(s) (Last Name First) and address(es)
Guerra Construction Co. 4
2635 W. Cermak Road
Chicago, IL ~~XXXX~~ 60608

Secured Party(ies) and address(es)
Patten Tractor & Equipment Co.
PATTEN INDUSTRIES, INC. d/o/a
635 West Lake Street
Elmhurst, Illinois 60126

For Filing Officer (Date, Time, Number, and Filing Office)
FILED
ILLINOIS
SECRETARY OF STATE
1985 FEB 14 AM 9:20

1965255 4.00 1 02-14-85

This Statement refers to original Financing Statement No. 1887275
Date filed. ✓ July 2 19 84 Filed with Sec. of State of IL

☐ CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

☐ PARTIAL RELEASE From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below

XXXX ASSIGNMENT The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.

☐ TERMINATION The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

☐ AMENDMENT The financing statement bearing the above file number is amended.
☐ To show the Secured Party's new address as indicated below;
OK-G ☐ To show the Debtor's new address as indicated below:
☐ As set forth below:

Associates Commercial Corporation
1701 Golf Road
Suite 103 Rolling Meadows, IL 60008 One-New Cat. 950B Wheel Loader s/n 22200900

_____ (Debtor)
(Signature of Debtor, if required)

ed _____ 19____

Patten Industries, Inc.
By Edward M. Dietz V.P.
(Signature of Secured Party)

0 4 5 5 1 0 3 4 4-CODE

FILING OFFICER COPY — ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

STANDARD FORM — UNIFORM COMMERCIAL CODE FORM UCC3 REV 1-75

Group Exhibit No 1

Item 7

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Debtor(s) (Last Name First) and address(es)	Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Guerra Construction Co., Inc. 2635 W. Cermak Road Chicago, IL 60608	Patten Industries, Inc. d/b/a Patten Tractor & Equipment Co. 635 W. Lake Street Elmhurst, IL 60126	FILED ILLINOIS SECRETARY OF STATE 1983 JUL -8 AM 8:52

1. This financing statement covers the following types (or items) of property:

One-New Caterpillar Model 225 Excavator s/n 51U05021

ASSIGNEE OF SECURED PARTY

☐ Products of Collateral are also covered.

— Additional sheets presented.

XXXX Filed with Office of Secretary of State of Illinois.

— Debtor is a transmitting utility as defined in UCC §9-105.

1 3 8 5 3 0 8 8 9

Guerra Construction Co., Inc.

By: _____ (Signature of Debtor)

(Secured Party)

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code:

Debtor(s) (Last Name First) and address(es)	Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Guerra Construction Co., Inc. 2635 W. Cermak Rd. Chicago, IL 60608	Patten Industries, Inc. d/b/a Patten Tractor & Equipment Co. 635 W. Lake St. Elmhurst, IL 60126	FILED ILLINOIS SECRETARY OF STATE 1984 DEC 18 AM 8:34

This Statement refers to original Financing Statement No. 1766708

Date filed July 8, 19 83 Filed with Sec. of State of IL

A. ☐ CONTINUATION ... The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above is still effective.

B. ☐ PARTIAL RELEASE ... From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the the property indicated below.

C. ☒ ASSIGNMENT ... The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the property indicated below.

D. ☐ TERMINATION ... The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

E. ☐ AMENDMENT ... The financing statement bearing the above file number is amended
OKAE
12-17-84
☐ To show the Secured Party's new address as indicated below
☐ To show the Debtor's new address as indicated below.
☐ As set forth below

Associates Commercial Corporation
1701 Golf Ste 103
Rolling Meadows, IL 60008

One New Caterpillar Model 225
Excavator S/N 51U05021

_____ (Debtor)
(Signature of Debtor, if required)

Patten Industries, Inc. (Secured Party)

Dated _____, 19____

By: _____ (Signature of Secured Party)

1 0 0 5 3 0 8 8 9

This [illegible] statement is approved by the Secretary of State

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-3

(1) Filing Officer Copy—Alphabetical

603958 Rev. 7/75

1766708 4.00 07-08-83 12-13-84 1344185 4.00

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

FILED
ILLINOIS
SECRETARY OF STATE
1985 MAY 30 AM 10: 14

Debtor(s) (Last Name First) and address(es) 4

Guerra Construction Co., Inc.
2635 West Cermak Road
Chicago, Illinois 60608

Secured Party(ies) and address(es)

Banco Popular de Puerto Rico
2525 North Kedzie Avenue
Chicago, Illinois 60647

1 This financing statement covers the following types (or items) of property:

Assignment of Contract No. 41046 by and between debtor and Allied Asphalt Paving Company; and

Assignment of Contract No. 39997 by and between debtor and Bates and Rogers Construction Company

ASSIGNEE OF SECURED PARTY

2. ☐ Products of Collateral are also covered.

Guerra Construction Co., Inc.

By Ramon Guerra
Signature of (Debtor)
(Secured Party)*

_____ Additional sheets presented.
_____ Filed with Office of Secretary of State of Illinois
_____ Debtor is a transmitting utility as defined in UCC §9-105

1 5 0 5 1 0 2 4 0
FILING OFFICER COPY - ALPHABETICAL

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV 3-75

This form of financing statement is approved by the Secretary of State.

05-30-85 1 4.00 2005188

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer (Date, Time, Number, and Filing Office)

FILED
ILLINOIS
SECRETARY OF STATE
1985 MAY 20 AM 9:21

Debtor(s) (Last Name First) and address(es)

Guerra Construction Co., Inc.
2635 West Cermak Road
Chicago, Illinois 60608

Secured Party(ies) and address(es)

BANCO POPULAR DE PUERTO RICO
2525 N. KEDZIE AVENUE
CHICAGO, ILLINOIS 60647

ASSIGNEE OF SECURED PARTY

1. This financing statement covers the following types (or items) of property:

All furniture, fixtures, equipment and chattels of every kind, now owned or hereafter acquired, used in debtor's business at the above location or any other location, and all additions, substitutions, replacements, attachments and accessions thereto; and proceeds thereof.

2. ☐ Products of Collateral are also covered.

_____ Additional sheets presented.
_____ Filed with Office of Secretary of State of Illinois.
_____ Debtor is a transmitting utility as defined in UCC §9-105

1 4 0 5 1 0 2 3 6

Guerra Construction Co., Inc.
By: James Russo
Signature of (Debtor)
(Secured Party)*

2001201 1 05-20-85 4.00

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

For Filing Officer (Date, Time, Number, and Filing Office)

FILED
ILLINOIS
SECRETARY OF STATE
1985 MAY 20 AM 9:21

Debtor(s) (Last Name First) and address(es)

Guerra Construction Co., Inc.
2635 West Cermak Road
Chicago, Illinois 60608

Secured Party(ies) and address(es)

Banco Popular de Puerto Rico
2525 North Kedzie Avenue
Chicago, Illinois 60647

ASSIGNEE OF SECURED PARTY

1 This financing statement covers the following types (or items) of property

All accounts receivable of borrower, all chattel paper and instruments evidencing any obligation to borrower for payment of goods sold or leased or services rendered; all interest of the borrower in any goods the sale or lease of which shall have given or shall give rise to, and in all guaranties and other property securing the payment of or performance under, any accounts receivable, contract rights, or such chattel paper or instuments; and all products and proceeds of any of the foregoing.

2 ☒ Products of Collateral are also covered

_____ Additional sheets presented.
_____ Filed with Office of Secretary of State of Illinois
_____ Debtor is a transmitting utility as defined in UCC §9-105

1 4 0 5 1 0 2 3 7

Guerra Construction Co., Inc.
By: James Russo
Signature of (Debtor)
(Secured Party)*

2001200 1 05-20-85 4.00

FILING OFFICER COPY - ALPHABETICAL

*Signature of Debtor Required in Most Cases
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 - REV 3-75 *This form of financing statement is approved by the Secretary of State*

(Continued from page 256)

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 16, 1983 passed an ordinance establishing Proposed Enterprise Zone V appearing on Council Journal pages 3992 and 3995; and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act (Ill. Rev. Stat. 1981 supp., Ch. 67 1/2, Section 601 *et seq.*), to amend or modify the boundaries of Enterprise Zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone V will increase the development and rehabilitation of the depressed areas on the near north side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone V as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the ordinance designating "Zone V" as a Proposed Enterprise Zone appearing in the December 16, 1983 Journal of Council Proceedings on page 3992 is amended by deleting the language bracketed and inserting the language in italics as follows:

The following area, hereafter referred to as "Zone V", is hereby designated as Proposed Enterprise Zone. The area boundaries shall be as follows for Zone V:

Starting at the corner of Cicero and Chicago Avenues, running north on Cicero (to North Avenue, east on North Avenue to Pulaski Avenue) *to Armitage Avenue, east on Armitage Avenue to Kostner Avenue, south on Kostner Avenue to North Avenue, east on North Avenue to Pulaski Avenue*, south on Pulaski Avenue to Chicago Avenue, then running east on Chicago Avenue to Kedzie Avenue, then running south on Kedzie Avenue to the Eisenhower Expressway, then running west on the Expressway to Cicero Avenue, then running north on Cicero Avenue to Madison Street, then running west on

Madison Street to Central Avenue, then running north on Central Avenue to Chicago Avenue, then running east on Chicago Avenue to the beginning point at Cicero Avenue. (See Attachment A).

SECTION 2. This Zone 5 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that

1. it is a contiguous area entirely within the City of Chicago;

2. it comprises (5.5) *6.0* square miles, which is within the range allowed by the Illinois Enterprise Zone Act;

3. it is a depressed area as shown by census tract data and other data;

4. it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. Zone V shall be entitled to all tax regulatory incentives as provided in the Chicago Enterprise Zone Ordinance, upon its certification as an Enterprise Zone by the State. Those tax and regulatory incentives are hereby incorporated into this ordinance for the benefit of this Zone.

SECTION 4. The Zone Administrator shall be the Commissioner of the Department of Economic Development of the City of Chicago, as stated in the Chicago Enterprise Zone Ordinance, Section 201-6(c).

SECTION 5. This ordinance and the zone designated hereunder shall be subject to all the provisions of the Chicago Enterprise Zone Ordinance, unless otherwise provided herein.

SECTION 6. Zone V shall remain a proposed zone until certified by the Illinois Department of Commerce and Community Affairs in accordance with the Illinois Enterprise Zone Act.

SECTION 7. The duration or term of the Zone shall be 20 calendar years, except that the duration of City incentives in such zone shall be for the terms provided in the Chicago Enterprise Zone Ordinance.

SECTION 8. Authority is hereby given to the Commissioner of the Department of Economic Development to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this Proposed Enterprise Zone certified as an Enterprise Zone by the State.

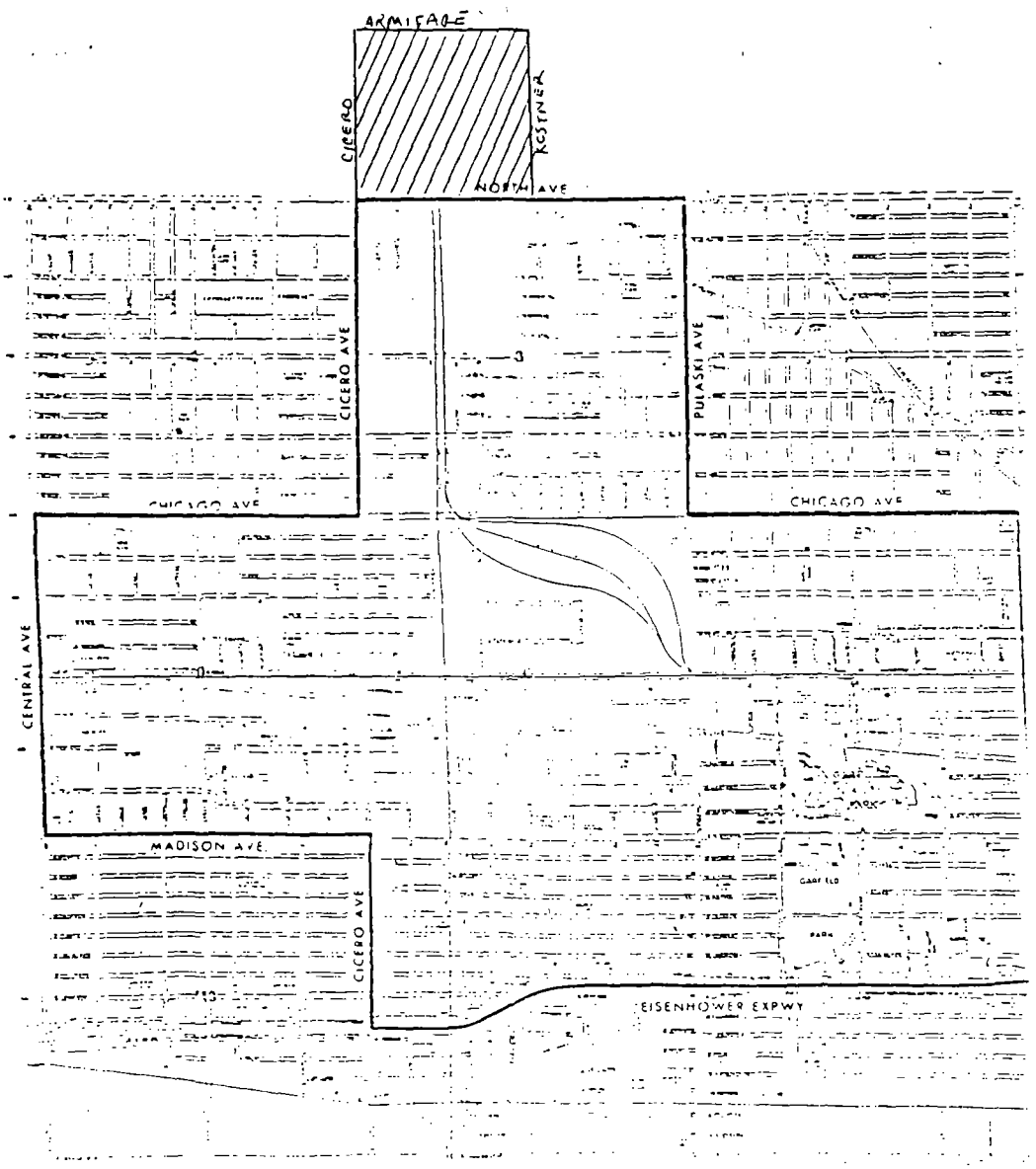
SECTION 9. This ordinance shall be effective from and after its passage.

[Attachment "A" printed on page 268 of this Journal.]

ATTACHMENT A

ENTERPRISE ZONE V

//// -Area of annexation



CORPORATION COUNSEL AUTHORIZED TO EXECUTE CERTAIN SETTLEMENT AGREEMENT OR ENTER INTO CONSENT ORDER.

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

Ordered, That the Corporation Counsel is hereby ordered and directed to enter into and execute a settlement agreement or consent order in a lawsuit entitled, *Pamela Sue Anthony v. City of Chicago*, 80 L 29319 in the amount of $500,000.00.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Nays -- None.

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

EXECUTION OF URBAN MASS TRANSPORTATION ADMINISTRATION PLANNING GRANT FOR FISCAL YEAR 1988.

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

WHEREAS, The U. S. Government through its Department of Transportation, Urban Mass Transportation Administration, and under authority granted by Section 8 of the Urban Mass Transportation Act of 1964, (49 U.S.C. 1607) as amended, is authorized to award grants for transit planning; and

WHEREAS, These urban transit planning funds are provided through the Metropolitan Planning Organization for Northeastern Illinois; and

WHEREAS, The Policy Committee of the Chicago Area Transportation Study, the Metropolitan Planning Organization for Northeastern Illinois, has by resolution dated March 12, 1987 authorized the City of Chicago to act as applicant for and administrator of U.M.T.A. Section 8 transit planning funds for Fiscal Year 1988; and

WHEREAS, The City of Chicago will act as applicant and administrator of these funds for the following agencies in the Northeastern Illinois Region: The Chicago Area

Transportation Study, the Northeastern Illinois Planning Commission, the Northeastern Illinois Regional Transportation Authority (R.T.A.), the R.T.A. Commuter Rail Division, the R.T.A. Suburban Bus Division and the Chicago Transit Authority; and

WHEREAS, These agencies provide coordinated, comprehensive transportation planning and programming for the Chicago Metropolitan Region within the framework of the Metropolitan Planning Organization; and

WHEREAS, The reimbursement of grant funds will be made in accordance with agency budgets as allocated in the Fiscal Year 1988 Northeastern Illinois Unified Work Program, and any subsequent revisions thereto, as endorsed by the Metropolitan Planning Organization and the Urban Mass Transportation Administration; and

WHEREAS, Grant funds from the Federal Government reimbursed to the aforesaid agencies will require no contribution from the City of Chicago; and

WHEREAS, The Transit Planning Program for the Northeastern Illinois Region as identified in the Unified Work Program for F.Y. 1988 is not to exceed $5,325,600 and the U. S. Department of Transportation, Urban Mass Transportation Administration is offering to award a grant for at least 80% of the total cost; and

WHEREAS, The local matching share, amounting to no more than 20% of the total program cost or not more than $1,065,120 is to be provided proportionately by the participating agencies based on each agency's share of the total grant; and

WHEREAS, It is required by the Urban Mass Transportation Administration in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964 as amended, the City of Chicago gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the Urban Mass Transportation Administration requirements thereunder; and

WHEREAS, It is the goal of the City of Chicago that minority business enterprises be utilized to the fullest extent possible in connection with this project and that definitive procedures shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to file a grant application on behalf of the City of Chicago with the Urban Mass Transportation Administration for F.Y. '88 Section 8 Transit Planning funds for the Northeastern Illinois Region in an amount not to exceed $5,325,600.

SECTION 2. That the Mayor is hereby authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon review and approval of the Corporation Counsel as to form and legality, a grant contract and any subsequent amendments thereto in an amount not to exceed $5,325,600 with the Urban Mass Transportation Administration.

SECTION 3. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon review by the Corporation Counsel as to form and legality, reimbursement agreements between the City of Chicago and the following agencies: Chicago Area Transportation Study, Northeastern Illinois Regional Transportation Authority (R.T.A.), R.T.A. Commuter Rail Division, R.T.A. Suburban Bus Division, Chicago Transit Authority and Northeastern Illinois Planning Commission.

SECTION 4. That the Commissioner of Public Works is authorized to execute subsequent amendments to the reimbursement agreements.

SECTION 5. That the Mayor is authorized to execute and file with the above grant application and grant contract an assurance or any document required by the Urban Mass Transportation Administration to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 6. That the Mayor is authorized to set forth and execute affirmative minority business procurement needs.

SECTION 7. That the Commissioner of Public Works is authorized to provide assurances and to furnish such additional information as the Urban Mass Transportation Administration may require for this grant application and contract.

SECTION 8. That the City's share of the matching funds in the form of staff services, in an amount not to exceed $205,440, is hereby authorized.

SECTION 9. That the City Comptroller is directed to disburse grant funds in accordance with the budget of said grant contract and reimbursement agreements.

SECTION 10. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Nays -- None.

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

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF 51ST STREET FROM CENTRAL TO NORMANDY AVENUES.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of 51st Street from Central Avenue to Normandy Avenue described therein, said agreement to be substantially in the following form:

City-State Project Agreement

Improvement Of 51st Street
From Central Avenue To Normandy Avenue

City Section No.: 86-B6002-00-WR
State Job No.: C-88-001-86
D.P.W. Project No.: B-6-002.

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State" and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

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

Whereas, on June 13, 1984, the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of 51st

Street from Central Avenue to Normandy Avenue, hereinafter referred to as the "Project" and described in Paragraph 10 of this Agreement; and

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

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project and submit same for approval by the State.

2. To perform preliminary engineering for the proposed relocation and/or adjustments of City's utilities, which are necessary as part of the "Project"; to perform force account construction for such items in accordance with the approved plans, specifications and estimates of costs and; to cause private utilities to be relocated at no expense to the City or the State.

3. Subject to the State's authorization and concurrence, to let and award all contracts for the construction and to provide all necessary construction engineering/supervision all in accordance with established procedures of the City and the State.

4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of the Project.

5. To pay any costs in excess of the State's limiting amount, established in Paragraph 8, or otherwise provided for by Amendment to this Agreement.

6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the Parties hereto.

7. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required of the Illinois Department of Transportation.

Now Be It Therefore Resolved, The State Agrees:

8. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of $2,200,000, described in Paragraph 11, for the improvement upon receipt of billings supported by documentation as required by the State.

9. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the Project.

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

10. That said Project generally consists of the widening and reconstruction of 51st Street between Central Avenue and Normandy Avenue.

    The existing driving surface and pavement base will be removed. The roadway will be widened to 36 feet. The pavement base will be reconstructed and a new driving surface will be applied. Curbs and gutters will be replaced. Sidewalks will be repaired where necessary, and sidewalk ramps for the handicapped will be provided. Minor improvements will be made to the intersection of 51st Street with Central Avenue and the traffic signal at this intersection will be relocated. Drainage structures and other utilities will be adjusted. Pavement markings will be provided, and all other appurtenances necessary to complete the project will be provided.

11. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	$1,940,000
Force Account Construction	$70,000
Construction Engineering/Supervision	$190,000
TOTAL:	$2,200,000

12. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdiction authority.

13. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded by July 1, 1990.

14. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 11.

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

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF INTERSECTIONS LOCATED AT 87TH STREET AND LAFAYETTE AVENUE AND 87TH STREET AND STATE STREET.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the intersections of 87th Street with Lafayette Avenue and 87th Street with State Street described therein, said agreement to be substantially in the following form:

City-State Project Agreement

Improvement Of The Intersections Of
87th Street With Lafayette Avenue And
87th Street With State Street

City Section No.:
State Job No.:
D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the intersections of 87th Street with Lafayette Avenue and 87th Street with State Street, hereinafter referred to as the "Project" and identified in Paragraph 10 of this Agreement; and

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

Whereas, certain funds have been appropriated from the Build Illinois Bond Fund (Public Act 84-110) to the Illinois Department of Transportation; and

Whereas, the State and the City have concurred that the Project qualifies for the use of such funds; and

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

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the contract construction, force account construction, construction engineering/supervision and railroad force account construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State.

Now Be It Therefore Resolved, The City Agrees:

2. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

3. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this Project. Prior to the City's advertising for bids, the City will certify to the State that all necessary right-of-way has been obtained in accordance with established policies and procedures of the State.

4. Upon approval from the State, to let and award the contract for the Project, and to provide or cause to be provided all force account construction, construction engineering/supervision and railroad force account construction all in accordance with established procedures of the City and the State.

5. To finance the work pending progressive reimbursement by the State of the costs involved.

6. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.

7. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

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

8. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

10. That said Project generally consists of the improvement of the intersections of 87th Street with Lafayette Avenue and 87th Street with State Street.

At the northwest corner of the intersection of 87th Street with Lafayette Avenue, the curb radius will be increased and the affected area will be resurfaced. The 87th Street raised median east of State Street will be removed and replaced by pavement markings.

The pavement will also be restriped in order to provide an extra westbound lane on 87th Street as it approaches State Street. West of State Street, this lane will become an exclusive left turn lane for traffic headed south on to Lafayette Avenue. The north leg of the intersection of 87th Street with Lafayette Avenue will be restriped.

Traffic signals will be modernized at both intersections and all other appurtenances necessary to complete the Project will also be provided.

11. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

12. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	$200,000
Force Account Construction	$250,000
Construction Engineering/Supervision	$ 50,000
TOTAL:	$500,000

and that 100% of the actual final cost will be paid from the Build Illinois Bond Fund up to a maximum of $500,000, with any cost in excess of that amount to be paid by the City, or otherwise provided by Amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for payment from the Build Illinois Bond Fund.

14. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 12.

15. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1990.

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

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

FILING OF GRANT APPLICATIONS AND EXECUTION OF GRANT CONTRACTS WITH URBAN MASS TRANSPORTATION ADMINISTRATION AND REGIONAL TRANSPORTATION AUTHORITY FOR PEDESTRIAN ACCESS IMPROVEMENT PROJECT.

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

WHEREAS, The U. S. Secretary of Transportation is authorized under Section 3 of the Urban Mass Transportation Act of 1964, as amended, to award grants for mass transportation projects; and

WHEREAS, There are barriers in the existing underground pedestrianway system which prevent the elderly and handicapped from utilizing it to access transit facilities; and

WHEREAS, The Chicago Department of Public Works will seek $436,000 in funding for design and construction of a ramp and the architectural finishes necessary to make the Daley Concourse fully accessible from the Randolph/Washington C.T.A. Station mezzanines at the west end of the Randolph Street Pedestrianway; and

WHEREAS, It is required by the U. S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U. S. Department of Transportation requirements thereunder; and

WHEREAS, It is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project, and that definitive procedures

shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts or consultant and other services; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute and file a grant application and amendments thereto with the U. S. Department of Transportation, Urban Mass Transportation Administration, and the Regional Transportation Authority for funds in an amount up to $436,000, with no local match required by the City of Chicago for the Pedestrianway Access Improvement Project.

SECTION 2. That the Mayor is authorized to execute and file with such application an assurance or any other document required by the U. S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the City Council hereby appropriates the amount of $436,000 or such amount as may actually be received from the U. S. Department of Transportation, Urban Mass Transportation Administration, and the Regional Transportation Authority for this project.

SECTION 4. That the Mayor is hereby authorized to execute, the City Clerk to attest, the Corporation Counsel to certify grant contracts and amendments thereto pertaining to this Project in an amount totalling $436,000 between the City of Chicago and each of the following parties: the Urban Mass Transportation Administration, and the Regional Transportation Authority.

SECTION 5. That the Mayor is authorized to set forth and execute affirmative minority business procurement needs.

SECTION 6. That the City Comptroller is directed to disburse the grant funds as required to carry out this project.

SECTION 7. That the Commissioner of Public Works is authorized to furnish such additional information, and execute and file such assurances or other documents, including technical amendments that do not change the project budget total, as the U. S. Department of Transportation, Urban Mass Transportation Administration, and the Regional Transportation Authority may require in connection with the applications or grant contracts.

SECTION 8. That this ordinance shall be in force and effect from and after its passage.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

EXECUTION OF AGREEMENT WITH STATE OF ILLINOIS FOR MODERNIZATION OF TRAFFIC SIGNALS AT INTERSECTIONS OF BELMONT AVENUE WITH BROADWAY AND BELMONT AVENUE WITH SHEFFIELD AVENUE.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the modernization of traffic signals at the Intersections of Belmont Avenue with Broadway Avenue and Belmont Avenue with Sheffield Avenue described therein, said agreement to be substantially in the following form:

City-State Project Agreement

Traffic Signal Modernization
At The Intersections Of Belmont Avenue (FAU 1374)
With Broadway And
With Sheffield Avenue

Federal Project No.: M-5000(730)
City Section No.: 86-B6006-00-TL
State Job No.: C-88-015-86
D.P.W. Project No.: B-6-006

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Pubic Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to modernize traffic signals at the intersections of Belmont Avenue with Broadway Avenue and with Sheffield Avenue, hereinafter referred to as the "Project" and described in Paragraph 11 of this Agreement; and

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

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban system funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

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

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

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. Upon approval from the State and the Federal Highway Administration to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.

6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations.

7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

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

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

11. That said Project generally consists of the modernization of traffic signals at the intersections of Belmont Avenue with Broadway Avenue and with Sheffield Avenue.

The existing outmoded traffic signals will be replaced with new signals which will conform to existing recommendations and agreements of the Illinois Manual of Uniform Traffic Control Devices. All other appurtenances necessary to complete the project will also be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

13. That the estimated costs of the Project covered and described by this Agreement are:

Force Account Construction	$250,000
Construction Engineering/Supervision	$25,000
TOTAL:	$275,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects, the estimated proportional participation for the Project will be:

Federal-Aid Share (FAU)

(75.18% of $275,000)	$206,745
Non-Federal Share (State) (24.82% of $275,000)	$68,255
TOTAL:	$275,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $65,525, with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.

16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.

17. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1989.

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

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

EXECUTION OF AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF INTERSECTIONS AT SPECIFIED LOCATIONS.

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

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

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

City-State Project Agreement

Improvement Of The Intersections Of
Kimball Avenue (FAU 2832) With Irving Park Road,
Kedzie Avenue (FAU 2831) With Irving Park Road,
California Avenue (FAU 2840) With Irving Park Road,
Belmont Avenue (FAU 1374) With California Avenue,
Belmont Avenue (FAU 1374) With Elston Avenue,
And Elston Avenue (FAU 3528) With California Avenue

Federal Project Nos.:	*M-5000(573)*	*(Construction)*
	M-5000(721)	*(Right-Of-Way Aquisition)*
State Job No.	*C-88-047-83*	
	R-88-001-86	
City Section No.:	*1983-310N*	

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve the above referenced intersections, hereinafter referred to as the "Project" and described in Paragraph 12 of this Agreement; and

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

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban system funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

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

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

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the right-of-way acquisition, contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for this Project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Title II and Title III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.

5. Upon approval from the State and the Federal Highway Administration to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

6. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.

7. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations.

8. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 7 and 11 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

9. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

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

10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

11. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

12. That said Project generally consists of the improvement of the intersections of Kimball Avenue with Irving Park Road, Kedzie Avenue with Irving Park Road, California Avenue with Irving Park Road, Belmont Avenue with California Avenue, Belmont Avenue with Elston Avenue, and Elston Avenue with California Avenue.

    The existing driving surface will be removed at all intersections. The pavement base will be repaired or replaced. Intersections will be throat widened where necessary and new driving surfaces will be applied. Left turn lanes will be provided or improved. Deteriorated curbs, gutters and sidewalks will be reconstructed. Curb heights will be improved and sidewalk ramps for the handicapped will be provided. Drainage structures will be modified as necessary. Traffic signals will be modernized at all intersections. Street lighting will be improved and all other appurtenances necessary to complete the project will be provided.

13. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

14. That the estimated costs of the Project covered and described by this Agreement are:

    (1) Contract Construction $825,000

(1) Force Account Construction	$520,000
(1) Construction Engineering/Supervision	$135,000
(2) Right-of-Way Acquisition	$40,000
TOTAL:	$1,520,000

(1) M-5000(573)

(2) M-5000(721)

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects the estimated proportional participation for the Project will be:

Federal-Aid Share (FAU) (75.18% of $1,520,000)	$1,142,736
Non-Federal Share (State) (24.82% of $1,520,000)	$377,264
TOTAL:	$1,520,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $377,264, with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

15. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

16. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.

17. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 14.

18. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1989.

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

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

[Signature forms omitted for printing purposes].

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

EXECUTION OF AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF VIADUCT ON PERSHING ROAD AT STEWART AVENUE.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Pershing Road under the railroad viaducts at Stewart Avenue described therein, said agreement to be substantially in the following form:

City-State Project Agreement

Improvement Of Pershing Road (FAU 1478)
Under The Railroad Viaducts At Stewart Avenue

City Section No.: 1718 VB-R (84)
State Job No.: C-88-046-84
D.P.W. Project No.: E-4-410

This Agreement, entered into this _____ day of _____, 19___, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Pershing Road under the railroad viaducts at Stewart Avenue, hereinafter referred to as the "Project" and identified in Paragraph 9 of this Agreement; and

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

Whereas, certain funds have been appropriated from the Build Illinois Bond Fund (Public Act 84-110) to the Illinois Department of Transportation; and

Whereas, the State and the City have concurred that the Project qualifies for the use of such funds; and

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

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the contract construction, force account construction, construction engineering/supervision and railroad force account construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State.

Now Be It Therefore Resolved, The City Agrees:

2. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

3. Upon approval from the State, to let and award the contract for the Project, and to provide or cause to be provided all force account construction, construction engineering/supervision and railroad force account construction all in accordance with established procedures of the City and the State.

4. To finance the work pending progressive reimbursement by the State of the costs involved.

5. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.

6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

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

7. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

8. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

9. That said Project generally consists of the partial reconstruction (lowering) of Pershing Road under the Chicago and Western-Indiana Railroad Company and

Consolidated Rail Corporation viaducts at Stewart Avenue, in order to provide increased vertical clearance.

The existing driving surface and pavement base will be removed. Affected storm sewer drainage structures will be reconstructed. The pavement base will be replaced and a new driving surface will be applied. Continuous barrier protection will be provided for the structure columns. Curbs, gutters and sidewalks adjacent to the lowered roadway will be reconstructed and sidewalk ramps for the handicapped and pavement markings will be provided. Lighting under the viaducts will be replaced and all other appurtenances necessary to complete this project will also be provided.

10. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

11. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	$475,000
Force Account Construction	$70,000
Construction Engineering/Supervision	$55,000
TOTAL:	$600,000

and that 100% of the actual final cost will be paid from the Build Illinois Bond Fund up to a maximum of $600,000, with any cost in excess of that amount to be paid by the City, or otherwise provided by Amendment to this Agreement.

12. That the City shall be responsible for 100% of the cost of any work not eligible for payment from the Build Illinois Bond Fund.

13. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 11.

14. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1990.

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

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF EIGHTEENTH STREET BETWEEN ASHLAND AVENUE AND CANAL STREET.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of 18th Street between Ashland Avenue and Canal Street described therein, said agreement to be substantially in the following form:

City-State Project Agreement

Improvement Of 18th Street (FAU 1449/1450)
Between Ashland Avenue And Canal Street

Federal Project No.: IX-5000 (470)
City Section No.: 82-B2088-00-RS
State Job No: C-88-066-84
D.P.W. Project No.: B-2-088.

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve 18th Street between Ashland Avenue and Canal Street, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

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

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made

available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

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

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

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

Now Be It Therefore Resolved, That State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and to provide or cause to be provided all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.

6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations.

7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

8. To retain all Project records and to make them available for audit by State and federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

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

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

11. That said Project generally consists of the improvement of 18th Street between Ashland Avenue and Canal Street.

The existing driving surface will be removed. The pavement base will be repaired. The roadway will be widened between Canalport Avenue and Canal Street and a new driving surface will be applied. The intersections of 18th Street with Canal Street and with Canalport Avenue will be improved. Traffic signals will be modernized at the intersections of 18th Street with Ashland Avenue, with Blue Island/Loomis Street, with Racine Avenue with Halsted Street with Union Avenue, with Ruble Street with Canalport Avenue and with Canal Street. Existing traffic signals at the intersection of Canal Street with Canalport Avenue will also be modernized as a part of this Project. Storm sewer drainage structures will be provided, improved or adjusted as necessary. Deteriorated curbs, gutters and sidewalks will be replaced along with sidewalk ramps for the handicapped and pavement markings to be provided. All other appurtenances necessary to complete the Project will also be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	$2,280,000
Force Account Construction	$900,000
Construction Engineering/Supervision	$320,000
TOTAL:	$3,500,000

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

Federal-Aid Share (IX) (85% of $3,500,000)	$2,975,000
Non-Federal Share (State) (15% of $3,500,000)	$525,000
TOTAL:	$3,500,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $525,000, with any Non-federal share required in excess of that amount to be provided by the City, or by amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.

16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.

17. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by June, 1989.

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

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this

agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Nays -- None.

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

EXECUTION OF AMENDED PROJECT AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF CERTAIN STREETS IN DEARBORN PARK II.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the Dearborn Park II Street Improvement Project described therein, said agreement to be substantially in the following form:

Amendment No. 3.

An Amendment To A City-State Project Agreement
Providing For The Dearborn Park II
Street Improvement Project
In The City Of Chicago, Cook County, Illinois

City Section No.: 82-B3022-00-PV
D.P.W. Job No.: B-3-022.

Whereas, on July 15, 1982, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 11422 and 11434 through 11439); and

Whereas, on December 13, 1982, the "City" and the "State" entered into the aforementioned Agreement; and

Whereas, under Numbered Paragraph 13 of the aforementioned Agreement, the Commissioner of Public Works is authorized to execute subsequent revisions to this ordinance relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 11; and

Whereas, Numbered Paragraph 11 of the aforementioned Agreement contains the estimated cost of the Project, totalling $1,400,000; and

Whereas, on June 27, 1984, the City and the State entered into an Amendment Number 1, under the authority of Paragraph 13 of the aforementioned Agreement; and

Whereas, on September 23, 1985, the City and the State entered into Amendment Number 2, under the authority of Paragraph 13 of the aforementioned; and

Whereas, the City and the State are desirous of updating and revising the estimate of cost and of increasing the upper limit of State participation in the Project.

Now, Therefore, Be It Agreed, that Paragraph 11 of the aforementioned Agreement be revised to read as follows:

11. That the estimated cost of the Project covered and described by this Agreement are:

Preliminary Engineering $285,000

Contract Construction	1,250,000
Force Account Construction	220,000
Construction Engineering/Supervision	145,000
TOTAL:	$1,900,000

Be It Further Agreed, that all items contained in the original City/State Agreement and any subsequent executed Amendment which are not in conflict with this Amendment shall remain in full force and effect; and

Be It Further Agreed, that this Amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Nays -- None.

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

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF SOO LINE RAILROAD COMPANY VIADUCT OVER ELSTON AVENUE.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of the Elston Avenue Railroad Viaduct (1800 North), described therein, said agreement to be substantially in the following form:

City-State Project Agreement

Improvement Of The Elston Avenue
Railroad Viaduct (At 1800 North)

City Section No.: 87-E6427-00-BR
State Job No.: C-88-004-87
D.P.W. Project No.: E-6-427
State Section No.: 1987-0081.

This Agreement, entered into this _____ day of _____, 1985, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

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

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of the Soo Line Railroad Company Viaduct over Elston Avenue (at 1800 North), hereinafter referred to as the "Project" and identified in Paragraph 10 of this Agreement; and

Whereas, on May 14, 1986, the Illinois Commerce Commission, by Order 85- 0483, ruled that the cost of this improvement should be divided between the City of Chicago and the State of Illinois Grade Crossing Protection Fund; and

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

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for the Project, and to submit same for approval by the State.

2. To cause private utilities to be relocated at no expense to the City or the State.

3. Subject to the State's authorization and concurrence, to let and award the contract for the project and to provide or cause to be provided all force account construction, railroad force account construction and construction engineering/supervision all in accordance with established procedures of the City and the State.

4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of the Project.

5. To pay fifty percent (50%) of the total cost of the project and to pay any costs in excess of the State's limiting amount, established in Paragraph 8 of this Agreement. (Source of Funds: Year XII Community Development Block Grant).

6. To retain all Project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three (3) years after final acceptance.

7. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required of the Illinois Department of Transportation.

Now Be It Therefore Resolved, The State Agrees:

8. To reimburse the City for fifty percent (50%) of the City's cost for the improvement, said 50% not to exceed a maximum of $87,500, as described in Paragraph 11, upon receipt of billings supported by documentation as required by the State. (Source of Funds: Grade Crossing Protection Fund).

9. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the project.

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

10. That said project generally consists of the improvement of the Soo Line Railroad Company viaduct over Elston Avenue (at 1800 North) to provide increased vertical clearance.

    The ends of the railroad structure will be raised and new footings will be placed under the existing bearings. A new retaining wall will be constructed. The roadway under the structure will be resurfaced and pavement markings will be provided. Curbs, gutters, sidewalks and handrails will be repaired. Utilities will be adjusted as necessary and all other appurtenances necessary to complete the project will be provided.

11. That the estimated costs of the Project covered and described by this Agreement are:

    Force Account Construction (City) $65,000

Railroad Force Account Construction 95,000

Construction Engineering/Supervision..... 15,000

TOTAL:..... $175,000

and that based upon the agreed upon ratio of State to City funds for this Project, the estimated proportional participation for the Project will be:

State Share:
Illinois Grade Crossing Protection Fund
(50% of $175,000)..... $87,500

City Share:
Community Development Block Grant Fund
(50% of $175,000)..... 87,500

TOTAL:..... $175,000

and that based upon said ratio, State financial participation in the Project shall be limited to a maximum of $87,500, with any cost in excess of that amount to be provided by the City or by Amendment to this Agreement.

12. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the roadway in accordance with established jurisdictional authority.

13. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded by July 1, 1989.

14. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revision do not increase the total cost of the Project as stated in Paragraph 11.

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

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF HARRISON STREET BETWEEN DESPLAINES AND STATE STREETS.

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

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

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

City-State Project Agreement

Improvement Of Harrison Street (FAU 1429)
Between Desplaines Street And
State Street

Federal Project No. IX-5000(439)
City Section No. 82-B2033-00-RS
State Job No. C-88-054-84
D.P.W. Project No. B-2-033

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

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

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

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

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

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

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

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. Upon approval from the State and Federal Highway Administration to let and award the contract for the Project, and to provide or cause to be provided all force account construction, construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.

6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.

7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

8. To retain all Project record and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

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

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

11. That said project generally consists of improvement of Harrison Street between Desplaines Street and State Street.

The existing driving surface will be removed. Minor pavement base repairs will be made and a new driving surface will be applied. Deteriorated curbs, gutters, and sidewalks will be repaired or replaced as necessary, and sidewalk ramps for the handicapped will be provided. A barrier median will be installed under the Rock Island Railroad Viaduct between Financial Place and LaSalle Street.

Traffic signals will be modernized at the intersections of Harrison Street with Jefferson Street, with Franklin Street, with Wells Street, with LaSalle Street, with Dearborn Street, with State Street and with Financial Place. (Traffic signals at other intersections within the limits of the project will be modernized in conjunction with other street improvement projects.)

Pavement markings and traffic signs will be provided as necessary. Utilities will be adjusted and all other appurtenances necessary to complete the project will be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	$590,000
Force Account Construction	$660,000
Construction Engineering/Supervision	$125,000
TOTAL:	$1,375,000

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

Federal-Aid Share (IX) (85% of $1,375,000)	$1,168,750
Non-Federal Share (State)	

(15% of $1,375,000)..... 206,250

TOTAL:..... $1,375,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of $206,250 with any Non-Federal share required in excess of that amount to be provided by the City or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.

15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.

16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.

17. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1989.

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

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. The State

and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Nays -- None.

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

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS FOR IMPROVEMENT OF LOWER WACKER DRIVE BETWEEN CLARK AND DEARBORN STREETS.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the

improvement of Lower Wacker Drive between Clark Street and Dearborn Street described therein, said agreement to be substantially in the following form:

City-State Project Agreement

Improvement Of Lower Wacker Drive
Between Clark Street And Dearborn Street

City Section No.:
State Job No.:
D.P.W. Project No.:

This Agreement, entered into this _____ day of _____, 1987, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

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

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of Lower Wacker Drive between Clark Street and Dearborn Street, hereinafter referred to as the "Project" and identified in Paragraph 10 of this Agreement; and

Whereas, on June 13, 1984, the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, the City is proceeding with studies and engineering required for the project.

Now Be It Therefor Resolved, The City Agrees:

1. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for the Project, and to submit same for approval by the State.

2. To cause private utilities to be relocated at no expense to the City or the State.

3. Subject to the State's authorization and concurrence, to let and award the contract for the project and/or to provide or cause to be provided all force account construction, and construction engineering/supervision all in accordance with established procedures of the City and State.

4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of the Project.

5. To collect from the joint venture of (Nikko Hotel and Tishman) the private share of the cost of the Project, (said private share totalling $175,000) as established in Paragraph 11 of this Agreement.

6. To retain all Project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three (3) years after final acceptance.

7. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required of the Illinois Department of Transportation.

Now Be It Therefore Resolved, The State Agrees:

8. To reimburse the City for the State share of the cost of the project, upon receipt of billings supported by documentation as required by the State (said State share not to exceed a maximum of $275,000, as described in Paragraph 11 of this Agreement).

9. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the project.

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

10. That said project generally consists of the landscaping of a section of Lower Wacker Drive along the Chicago River, between Clark Street and Dearborn Street.

    Elements of the landscaping will include plants, sculptures, benches and water displays. A sound barrier will be constructed between the landscaped area and Lower Wacker Drive. Lighting will be provided. A railing will be installed between the landscaped area and the River and all other appurtenances necessary to complete the Project will be provided.

11. That the estimated costs of the Project covered and described by this Agreement are:

Force Account Construction (City)	$250,000
Force Account Construction (Private)	175,000
Construction Engineering/Supervision (City)	25,000
TOTAL:	$450,000

and that based upon the agreed division of State and private funds for this Project, the estimated financial participation in the Project will be:

State Share:	$275,000
Private Share:	$175,000
TOTAL:	$450,000

and that based upon said division, State Financial participation in the Project shall be limited to a maximum of $275,000 with any non-private share in excess of that amount to be provided by the City or by Amendment to this Agreement.

12. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.

13. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work comtemplated herein is not awarded by July 1, 1989.

14. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 11.

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

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the

maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMIT, LICENSE FEE EXEMPTIONS AND CANCELLATION OF EXISTING WATER RATES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred (January 14, February 3, 11, March 18 and April 1, 1987) sundry proposed ordinances transmitted therewith, authorizing the issuance of a free permit, license fee exemptions and cancellation of existing water rates for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

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):

FREE PERMIT.

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 Northeastern Illinois University, 5500 North St. Louis Avenue, for maintenance and repair of existing lighting and equipment 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.

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Topsy-Turby Nursery And Kindergarten Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is

hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Topsy-Turby Nursery and Kindergarten Day Care Center
723 East 75th Street.

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

Korean American Community Services Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Korean American Community Services Day Care Center
4300 North California Avenue.

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

Child Development Center
(Y.W.C.A. Of Metropolitan Chicago).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Child Development Center
(Y.W.C.A. of Metropolitan Chicago)
5244 North Lakewood Avenue.

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

Christopher House Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Christopher House Day Care Center
1100 West Lawrence Avenue.

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

Kids Day Out Day Care Center
(Y.W.C.A. Of Metropolitan Chicago).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Kids Day Out Day Care Center
(Y.W.C.A. of Metropolitan Chicago)
5244 North Lakewood Avenue.

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

Kindergarten After School
(Y.W.C.A. Of Metropolitan Chicago).

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Kindergarten After School
(Y.W.C.A. of Metropolitan Chicago)
5244 North Lakewood Avenue.

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

Rogers Park Montessori School.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Rogers Park Montessori School
1244 West Thorndale Avenue.

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

Dispensaries.

Greater Chicago Food Depository.

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Greater Chicago Food Depository, 4529 South Tripp Avenue, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1987.

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

Saint Mary Of Nazareth Hospital Center.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Saint Mary of Nazareth Hospital Center, 2233 West Division Street, is hereby exempted from payment of the annual Retail Food Dispenser License fee for the year 1987.

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

Chicago Youth Center.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Chicago Youth Center, 1000 North Sedgwick Street, is hereby exempted from payment of the annual Retail Food Dispenser License fee for the year 1987.

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

Parkway Eleanor Club.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Parkway Eleanor Club (formerly Eleanor Association) 1550 North Dearborn Parkway, is hereby exempted from payment of the annual Food Dispenser--Class II license fee for the year 1987.

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

Food Purveyor.

Michael Reese Hospital And Medical Center.

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

SECTION 1. Pursuant to Section 130-2.3 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, Michael Reese Hospital and Medical Center, South South Shore Drive and East 31st Street, is hereby exempted from payment of the annual Food Purveyor license fee provided therefor, for the year 1987.

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

Hospitals.

Chicago Osteopathic Medical Center.

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

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

is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1987:

Chicago Osteopathic Medical Center
5200 South Ellis Avenue.

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

Provident Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year of 1987:

Provident Medical Center,
500 East 51st Street.

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

Jackson Park Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1987:

Jackson Park Hospital,
7531 South Stony Island Avenue.

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

Thorek Hospital And Medical Center.

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

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

is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1987:

Thorek Hospital and Medical Center,
850 West Irving Park Road.

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

CANCELLATION OF EXISTING WATER RATES.

Associated Talmud Torahs Of Chicago.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel existing water assessment in the amount of $11,937.67, charged to the Associated Talmud Torahs of Chicago, for their premises located at Nos. 3001--3025 W. Devon Avenue.

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

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

The Committee on Finance to which had been referred on April 1, 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
Chicago Academy of Science 2001 North Clark Street	P1-604061 (Fuel Burn Equip.)	$29.00
Resurrection High School 7432 West Talcott Avenue	A1-611771 (Elev.)	30.00

Name and Address	Warrant Number and Type of Inspection	Amount
Northwestern Memorial Hospital 215 East Chicago Avenue	A1-611638 (Elev.)	$177.00
244 East Pearson Street	(A1-612049 (Elev.)	129.00
Augustana Hospital 2034 North Lincoln Avenue	A1-701321 (Elev.)	30.00
Self Help Home for the Aged 908 West Argyle Street	A1-700890 (Elev.)	180.00
Northwest Home for the Aged 6300 North California Avenue	A1-701326 (Elev.)	60.00
Saint Mary of Nazareth Hospital Center 2259 West Division Street	B4-600096	218.50
	B4-600116	218.50
	B4-600338 (Inst. Insp.)	34.50
Northwestern Memorial Hospital various locations	B4-600014	23.00
	B4-600015	34.50
	B4-600340	276.00
	B4-600400	287.50
	B4-600402	287.50
	B4-600524	184.00
	B4-600526 (Inst. Insp.)	23.00

Name and Address	Warrant Number and Type of Inspection	Amount
Augustana Hospital 419 West Dickens Avenue	1-Eclipse-S.M. (Internal Insp.)	$30.00
Medinah Temple 600 North Wabash Street	D3-785529 (Parking Sign)	165.00
Saint Mary of Nazareth Hospital Center 5308 West Belmont Avenue	D1-609787 (Sign)	37.00
Northwestern Memorial Hospital various locations	D1-621552	16.00
	D1-621313	16.00
	D1-621315	16.00
	D1-621314 (Sign)	16.00

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY/STREET LIGHTS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass the following three 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 7144 South Ingleside Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized to install an alley light at the rear of the premises at 312 North Mason Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a street light in front of 5657 North Fairview Avenue.

On motion of Alderman T. Evans, each of the foregoing proposed orders was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

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, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 327 through 339 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 have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party orders printed on pages 340 through 342 of this Journal.]

[illegible]

Placed On File -- REPORT OF SETTLEMENTS OF SUITS AGAINST CITY DURING MONTH OF FEBRUARY, 1987.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of February, 1987.

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File.*

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted a report recommending that the City Council place on file three applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

Lions of Illinois Foundation, October 8--10, 1987
(Citywide)

Chicago House and Social Service Agency, June 27 and 28, 1987
(Citywide)

Jewish War Veterans, May 21 and 22, 1987
(Citywide).

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said applications were *Placed on File.*

Action Deferred -- EXECUTION OF MEMORANDUM OF INTENT WITH UNITED AIR LINES, INCORPORATED, FOR CITY OF CHICAGO SPECIAL FACILITY REVENUE BONDS, SERIES 1987.

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

CHICAGO, May 13, 1987.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the Mayor to execute a Memorandum of Intent with United Air Lines, Inc. in which the City of Chicago agrees to finance certain improvements at Chicago- O'Hare International Airport by the issuance of City of Chicago Special Facility Revenue Bonds, Series 1987 in the amount $150,000,000.00, 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) TIMOTHY C. EVANS,
Chairman.

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

WHEREAS, The City of Chicago, through its Department of Aviation, has prepared a Master Plan Study of Chicago-O'Hare International Airport ("O'Hare Airport") which sets forth future development plans for O'Hare Airport, analyzes the economic and environmental impact of such development, and analyzes the financing needs for such development; and

WHEREAS, The City of Chicago and United Air Lines, Inc. have entered into an Airport Use Agreement for O'Hare Airport; and

WHEREAS, As part of the development of O'Hare Airport, certain terminal improvements for United Air Lines are planned, and in addition certain improvements are proposed for a new cargo building to be located in the southwest cargo area along with a service center hangar expansion, which improvements are proposed to be financed by the issuance of not exceeding $150,000,000 of City of Chicago special facility revenue bonds, and a Memorandum of Intent has been presented under the terms of which the City of Chicago agrees to issue such bonds for such improvements; now, therefore,

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

SECTION 1. The Mayor of the City of Chicago is hereby authorized to execute a Memorandum of Intent with United Air Lines, Inc. in substantially the form attached hereto, and said Memorandum of Intent is hereby approved.

SECTION 2. The Mayor of the City of Chicago is hereby authorized to take such further action as is necessary to carry out the intent and purpose of this ordinance and such Memorandum of Intent as executed.

SECTION 3. In adopting this ordinance, the City Council intends to take "official action," within the meaning of Section 1.103-8(a)(5) of the Internal Revenue Service regulations pertaining to industrial development bonds, toward the issuance of the City of Chicago special facility revenue bonds referred to in this ordinance and the Memorandum of Intent.

SECTION 4. This ordinance shall be effective upon its passage.

Memorandum of Intent attached to this ordinance reads as follows:

Memorandum Of Intent.

This Memorandum of Intent is between the City of Chicago, Illinois (the "Issuer") and United Air Lines, Inc. (the "Company").

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

(a) The Issuer is authorized to issue its special facility revenue bonds to finance the cost of design, construction and equipping of certain facilities at Chicago-O'Hare International Airport (the "Airport").

(b) The Company desires to design, construct and equip certain facilities at the Airport (the "Project") which are expected to cost not exceeding $150,000,000. The Company has requested the Issuer to assist the Company in financing the cost of the Project (including reimbursement of costs incurred prior to the issuance of the bonds) by issuing its special facility revenue bonds.

(c) The proposed financing will contribute to the public welfare and constitute a public purpose pursuant to Illinois Constitution Art. VIII, Section 1(a).

(d) The revenue bonds of the Issuer shall be limited obligations of the Issuer payable solely out of the revenues derived by the Issuer from the financing agreement referred to below. No holder of any such bonds shall have the right to compel any exercise of the taxing power of the Issuer or any political subdivision of the State of Illinois and such bonds shall not constitute an indebtedness or a loan of credit of the Issuer. It is the expectation of the Company that interest on the bonds will be exempt from federal taxation under Section 103 of the Internal Revenue Code of 1954, as amended (the "1954 Code"), and will not be includable in gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "1986 Code").

(e) Subject to due compliance with all requirements of law, by virtue of such authority as may now or hereafter be conferred on the Issuer, and subject to receipt of adequate assurance from the Company that there are one or more purchasers for the bonds, the Issuer intends to issue and sell its revenue bonds in an amount of not exceeding $150,000,000 to pay the costs of the Project.

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

(a) To authorize the issuance and sale of the bonds pursuant to its lawful and constitutional authority.

(b) To enter into a financing agreement with the Company whereby the Company will pay to, or on behalf of, the Issuer such sums as shall be sufficient to pay the principal of

and interest and redemption premium, if any, on the bonds as and when the same shall become due and payable.

3. Approvals. The intention of the Issuer to proceed is subject to approval by it and by its attorneys of all appropriate documents, and to satisfaction of the requirements of state and federal laws, including, but not limited to, Section 103(k) of the 1954 Code and Section 147(f) of the 1986 Code.

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

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

(b) That contemporaneously with the delivery of the bonds, it will enter into instruments with the Issuer, under the terms of which the Company will obligate itself to pay to, or on behalf of, the Issuer sums sufficient in the aggregate to pay the principal of and interest and redemption premium, if any, on the bonds as and when the same shall become due and payable.

5. General Provisions. All commitments of the Issuer under paragraph 2 hereof and of the company under paragraph 4 hereof are subject to the conditions that on or before 365 days from the date hereof (or such other date as shall be mutually satisfactory to the Issuer and the Company), the Issuer and the Company shall have agreed to mutually acceptable terms and conditions of the instruments referred to in paragraphs 2 and 4 and of the Bonds and other instruments or proceedings relating to the bonds. In the event Issuer and the Company do not agree to such mutually acceptable terms and conditions, or in the event that bonds are not issued hereunder, neither party shall be bound or obligated to perform any action under the terms of this Memorandum of Intent: provided, however, that the Company shall be obligated to pay all out-of-pocket costs reasonably incurred by the Issuer in connection with this Memorandum of Intent.

In Witness Whereof, the parties hereto have entered into this Memorandum of Intent by their officers thereunto duly authorized as of the _____ day of _____, 1987.

[Signature forms omitted for printing purposes.]

Action Deferred -- AMENDATORY ORDINANCE APPROVING SALE OF PROPERTY LOCATED AT 209 SOUTH LA SALLE STREET (ROOKERY BUILDING).

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

CHICAGO, May 13, 1987.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance amending an ordinance passed by the City Council on October 27, 1982, approving the sale of property located at 209 South LaSalle Street (Rookery Building), 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) TIMOTHY C. EVANS,
Chairman.

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

WHEREAS, On October 27, 1982, the City Council of the City of Chicago by ordinance accepted the bid of Continental Illinois National Bank and Trust Company of Chicago for the purchase of real property owned by the City of Chicago and commonly known as 209 South LaSalle Street, Chicago; and

WHEREAS, In said ordinance the City Council neglected to designate the fund into which proceeds of said sale were to be deposited; and

WHEREAS, The proceeds of said sale were deposited to the City's Corporate Fund, No. 100; and

WHEREAS, It is the intention of the City Council to ratify and confirm that said proceeds were appropriately deposited to the Corporate Fund; and

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

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago on October 27, 1982, and published at pages 13166--13168 of the Journal of Proceedings of said date, is hereby amended by renumbering Section 7 as Section 8, and by inserting in proper numerical sequence a new Section 7, as follows:

SECTION 7. Pursuant to the powers of the City of Chicago as a home rule unit of government, as defined in Article VII, Section 6(a) of the Constitution of the State of Illinois, the City Comptroller is hereby ordered to deposit all proceeds of the sale of the subject property to the Corporate Fund of the City of Chicago.

SECTION 2. The prior action of the City Comptroller, in depositing the proceeds of the sale of the property commonly known as 209 South LaSalle Street to the Corporate Fund of the City, is hereby ratified and confirmed.

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

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

TRANSFER OF FUNDS AUTHORIZED FOR ZONING BOARD OF APPEALS.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of Appropriation No. B-7 for the year of 1987.

FROM:

Account	Dept.	Code	Amount
Finance General	99	2005.9077	$1,600

TO:

Zoning Board of appeals	63	2005.0186	$1,600

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schulter, Osterman, Stone -- 45.

Nays -- None.

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

REALLOCATION OF MOTOR FUEL TAX FUNDS FOR PURPOSES OF RECONSTRUCTION OF CURBS AND GUTTERS AND STREET CLEANING MAINTENANCE.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. Motor Fuel Tax funds in the amount of Two Million, One Hundred Thirty-five Thousand, Seven Hundred Seventy-one and 26/100 Dollars ($2,135,771.26) previously allocated for the purpose of repairs to pavements in improved streets, County highways and State highways for the period beginning January 1, 1986, and ending December 31, 1986, are hereby reallocated for the purpose of reconstruction of curbs and combined curbs and gutters in various improved streets, County highways and State highways for the same period.

SECTION 2. Motor Fuel Tax funds in the amount of One Million, One Hundred Thousand and no/100 Dollars ($1,100,000) previously allocated for snow and ice control maintenance of improved streets, county highways and state highways for the period beginning January 1, 1986, and ending December 31, 1986, are hereby reallocated for the purpose of street cleaning maintenance of improved streets, county highways and state highways for the same period.

SECTION 3. This ordinance shall take effect ten days after its passage and publication.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF WATER MAINS AT SUNDRY LOCATIONS.

The Committee on the Budget and Government Operations submitted nine proposed orders (under separate committee reports), recommending that the City Council pass said proposed orders transmitted therewith, authorizing the installation of water mains at sundry locations.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Claremont Avenue from West North Avenue to West Wabansia Avenue: 775 feet of 8-inch ductile iron water main, at the total estimated cost of $127,409.00 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00554.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Ingleside Avenue from East 63rd Street to East 65th Street: 1,344 feet of 8-inch ductile iron water main, at the total estimated cost of $133,200.00 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00553.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Kilbourn Avenue from West Jackson Boulevard to West Madison Street: 1,282 feet of 8-inch ductile iron water main, at the total estimated cost of $139,521.66 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00559.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Rosemont Avenue from North Broadway to North Wayne Avenue: 960 feet of 8-inch ductile iron water main, at the total estimated cost of $98,963.75 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00556.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Van Buren Street from South Kedzie Avenue to South Spaulding Avenue and in South Spaulding Avenue from West Van Buren Street to West Gladys Avenue: 944 feet of 8-inch ductile iron water main, at the total estimated cost of $98,097.87 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00551.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Waveland Avenue from North Southport Avenue to North Greenview Avenue: 617 feet of 8-inch ductile iron water main, at the total estimated cost of $65,683.60 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00550.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Wilson Avenue, 135 feet E.E.L. to 3 feet W.E.L. of North Lamon Avenue: 175 feet of 8-inch ductile iron water main, at the total estimated cost of $17,862.67 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00547.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 48th Street from South Lake Park Avenue to 90 feet W.W.L. of South Lake Park Avenue: 108 feet of 8-inch ductile iron water main, at the total estimated cost of $15,223.54 chargeable to the Capital Improvement Account Number 200-87-3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00542.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in East 64th Street from South Woodlawn Avenue to South Greenwood Avenue: 811 feet of 8-inch ductile iron water main, at the total estimated cost of $96,075.83 chargeable to the Capital Improvement Account Number 200-87- 3120-0550 (W-706) Construction.

The above work is to be done under Order No. A-00549.

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS REPROGRAMMED FROM YEAR XII INDEPENDENT LIVING PROGRAM TO YEAR XII ASSISTANCE TO PERSONS WITH DISABILITIES PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of $10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated $20,000 of Community Development Block Grant funds to the Assistance to Persons with Disabilities Program through which meals are provided to the elderly and disabled; and

WHEREAS, The Commissioner of the Department of Aging and Disability requests an additional $53,801 in funds for the Assistance to Persons with Diabilities Program to increase the total budget to $73,801; and

WHEREAS, The Commissioner of the Department of Aging and Disability has identified $53,801 as available within the Year XII Community Development Block Grant Budget for the Independent Living Program; now, therefore,

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

SECTION 1. The sum of $53,801 of Community Development Block Grant funds be reprogrammed to the Year XII Assistance to Persons with Disabilities Program from the Year XII Independent Living Program under the Department of Aging and Disability.

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

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS REPROGRAMMED FROM IMPROVEMENTS ACCOUNT TO ENGINEERING ACCOUNT WITHIN BUSINESS AREA IMPROVEMENTS PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of $10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated $2,912,000 of the Year XII Community Block Grant funds to the Business Area Improvements Program; and

WHEREAS, The Commissioner of the Department of Economic Development requests that $110,000 in the improvement account be transferred to the engineering account to increase the total allocation to $215,000; and

WHEREAS, The Commissioner of the Department of Economic Development has identified $110,000 as available within the improvements account; now, therefore,

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

SECTION 1. The sum of $110,000 of Community Development Block Grant funds be reprogrammed to the engineering account from the improvements account in the Business Area Improvements Program under the Department of Economic Development.

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

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
REPROGRAMMED FROM YEAR XII CHICAGO
NEIGHBORHOOD HOUSING PLAN PROGRAM
TO YEAR XII EMERGENCY HOUSING
ASSISTANCE PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of $10,000 appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated $1,250,000 of Community Development Block Grant funds under the Emergency Housing Assistance Program through which low interest loans are provided to pay for the cost of building repairs needed to correct conditions which present a threat to the health and safety of owners and tenants; and

WHEREAS, The Commissioner of the Department of Housing requests an additional $750,000 in funds for the Emergency Housing Assistance Program to increase the total budget to $2,000,000; and

WHEREAS, The Commissioner of the Department of Housing has identified $750,000 as available within the Year XII Community Development Block Grant Budget for the Chicago Neighborhood Housing Plan Program; now, therefore,

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

SECTION 1. The sum of $750,000 of Community Development Block Grant funds be reprogrammed to the Year XII Emergency Housing Assistance Program from the Year XII Chicago Neighborhood Housing Plan Program under the Department of Housing.

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

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

COMMUNITY DEVELOPMENT BLOCK GRANT SALVAGE FUNDS REPROGRAMMED FOR SUMMER, 1987 JUMPING JACKS PROGRAM.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council adopt the following proposed resolution:

WHEREAS, The City Council of the City of Chicago passed an ordinance on March 11, 1987 establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of $10,000 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City deems it desirable to provide summer recreational opportunities in Chicago's neighborhoods and summer employment for low and moderate income youth; and

WHEREAS, The annual Summer Jumping Jacks Program provides such recreational and employment opportunities for Chicagoans; and

WHEREAS, Community Development Block Grant salvage funds have been identified; now, therefore,

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

SECTION 1. The sum of $400,000 of C.D.B.G. salvage funds be reprogrammed to the Department of Cultural Affairs/Special Events for the Summer, 1987 Jumping Jacks Program.

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

On motion of Alderman Bloom, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

AMENDMENT OF CITY COUNCIL RULES OF ORDER AND PROCEDURE FOR 1987--1991 TERM CONCERNING ESTABLISHMENT OF NEW STANDING COMMITTEE ON VETERAN'S AFFAIRS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, May 12, 1987.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, begs leave to recommend that Your Honorable Body *Pass* the proposed resolution transmitted herewith (referred to your committee on May 4, 1987) to amend the Rules of Order and Procedure for the City Council of the City of Chicago 1987--1991 adopted April 16, 1987, by adding the Committee on Veteran's Affairs.

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

Respectfully submitted,
(Signed) EUGENE SAWYER,
Chairman.

On motion of Alderman Sawyer, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Fary, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Gabinski, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Shiller, Osterman, Stone -- 35.

Nays -- Aldermen Madrzyk, Burke, Kellam, Sheahan, Eisendrath -- 5.

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

The following is said resolution as adopted:

WHEREAS, The oversight of matters generally affecting Chicago residents who are veterans of the Armed Forces of the United States is of paramount importance; now, therefore,

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

1. That the Rules of Order and Procedure for the City Council of the City of Chicago 1987--1991, adopted April 16, 1987 are hereby amended by striking that language bracketed and adding the language in italics in the appropriate Rules, as follows:

RULE 35. The following shall be the standing committees of the City Council:

* * * *

27. Committee on Veterans' Affairs

[27.] *28.* Committee on Zoning.

RULE 37. The jurisdiction of each standing committee, in terms of legislation and administrative activities of its particular concern, shall be as follows:

27) The Committee on Veterans' Affairs shall have jurisdiction over matters generally affecting veterans of the Armed Forces of the United States of America.

[27)] *28.* The Committee on Zoning shall have jurisdiction over all zoning matters and the operation of the Zoning Board of appeals and the Department of Zoning.

2. This resolution shall be effective from and after its passage.

AMENDMENT OF CITY COUNCIL RULES OF ORDER AND PROCEDURE FOR 1987--1991 TERM CONCERNING APPOINTMENT OF CHAIRMAN, VICE-CHAIRMAN AND MEMBERS OF COMMITTEE ON VETERANS' AFFAIRS.

The Committee on Committees, Rules and Ethics submitted the following proposed resolution:

WHEREAS, The oversight of matters generally affecting Chicago residents who are veterans of the Armed Forces of the United States is of paramount importance; now, therefore,

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

1. That the resolution passed by the City Council on April 16, 1987 concerning the Chairmen, Vice-Chairmen and members on standing committees of the City Council of the City of Chicago for the 1987--1991 term is hereby amended by striking that language bracketed and adding that language in italics as follows:

27. Committee on Veterans' Affairs.

Hagopian (Chairman), Evans (Vice-Chairman), Caldwell, Huels, Burke, Carter, Streeter, Gutierrez, Butler, Austin, Kotlarz, Pucinski, Natarus.

[27.] *28.* Committee on Zoning.

Davis (Chairman), Cullerton (Vice-Chairman), Roti, Tillman, T. Evans, Sawyer, Langford, Gabinski, Austin, Natarus, Hansen, Shiller, Orr, Stone.

2. This resolution shall be effective from and after its passage.

On motion of Alderman Sawyer, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderman Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Fary, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Hagopian, Gabinski, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Shiller, Osterman, Stone -- 35.

Nays -- Alderman Madrzyk, Burke, Kellam, Sheahan, Eisendrath -- 5.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

PROPERTY LOCATED AT 4600 WEST CHICAGO AVENUE APPROVED FOR INCENTIVE ABATEMENT PURSUANT TO CLASS 6b OF COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Economic Development submitted the following report:

CHICAGO, May 13, 1987.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a resolution introduced by Alderman Percy Giles (37th) authorizing real estate tax incentives to Creativity Circle Col, Inc., on the property located at 4600 West Chicago Avenue (Permanent Index Numbers 16-03-314-029/030/031/032 and 16-03-315-072) pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Pass* said resolution.

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 resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

The following is said resolution as adopted:

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

WHEREAS, By virtue of this amendment a new Class 6b was added to said ordinance for incentive abatement purposes; and

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

WHEREAS, Substantial rehabilitation will be performed on the real estate located at

Address	Permanent Index Nos.
4600 W. Chicago Avenue Creativity Circle Col, Inc.	16-03-314-029
	16-03-314-030
	16-03-314-031
	16-03-314-032
	and
	16-03-315-072

; and

WHEREAS, The aforementioned real estate is located within Enterprise Zone Five in the City of Chicago and will be utilized for manufacturing purposes; and

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

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

That the real estate located at 4600 W. Chicago Avenue within the City of Chicago is hereby approved as appropriate for incentive abatement under Class 6b of the Cook County Real Property Assessment Classification Ordinance, effective October 1, 1984.

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION.

APPOINTMENT OF MS. BRENETTA HOWELL BARRETT AS COMMISSIONER OF DEPARTMENT OF CONSUMER SERVICES.

The Committee on Human Rights and Consumer Protection submitted the following report:

CHICAGO, May 13, 1987.

To The President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having under consideration a communication concerning the appointment of the following person to serve as Commissioner of the Department of Consumer Services, Brenetta Howell Barrett, having the same under advisement begs leave to report and recommend that Your Honorable Body *Approve* the said proposed communication transmitted herewith.

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

Respectfully submitted,
(Signed) PERCY GILES,
Chairman.

On motion of Alderman Giles, the said proposed appointment of Ms. Brenetta Howell Barrett as Commissioner of the Department of Consumer Services was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Nays -- None.

COMMITTEE ON LOCAL TRANSPORTATION.

MUNICIPAL CODE CHAPTER 28, SECTION 28-12 AMENDED CONCERNING INSURANCE REQUIREMENTS FOR PUBLIC PASSENGER VEHICLES.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 8, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration proposed substitute ordinance No. 28-F (which was referred on June 25, 1986) to amend Section 28-12 of the Municipal Code of Chicago concerning insurance requirements for public passenger vehicles, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance No. 28-F, as amended, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

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 28-12 of the Municipal Code of Chicago, be and hereby is amended by deleting the language contained in brackets and adding the language in italics as follows:

28-12. Every [cabman or coachman] *licensee* shall carry public liability and property damage insurance and, *where applicable*, [workmen's] *workers* compensation insurance for his employees with solvent and responsible insurers approved by the Commissioner, *licensed by and* authorized to [transact such insurance] *do business* in the state of Illinois, and qualified *under the laws of Illinois* to assume the risk [for] *in* the amounts hereinafter set forth [under the laws of Illinois], to secure payment *by the licensee, his agents, employees or lessees* of [any loss or damage] any *final* judgment or settlement of any claim *against them* resulting from any occurrence *caused by or* arising out of [or caused by] the operation or use of any of the [cabman's or coachman's] *licensee's* public passenger vehicles.

[The public liability insurance policy or contract may cover one or more public passenger vehicles, but each vehicle shall be insured for the sum of at least fifty thousand dollars for property damage and two hundred fifty thousand dollars for injuries to or death of any one person and each vehicle having seating capacity for not more than seven adult passengers shall be insured for the sum of at least three hundred thousand dollars or injuries to or death of more than one person in any one accident. Each vehicle having seating capacity for more than seven adult passengers shall be insured for injuries to or death of more than one person in any one accident for at least five thousand dollars more for each such additional passenger capacity.] Every insurance policy or contract for such insurance shall provide [for the payment and satisfaction of any final judgment rendered against the cabman or coachman and person insured, or any person driving any insured vehicle, and] that suit may be brought in any court of competent jurisdiction upon such policy or contract by any person [having claims] *for the payment and satisfaction of any final judgment rendered against the licensee or person insured* arising from the operation or use of such vehicle.

Every public liability insurance policy must meet the requirements of state law, including but not being limited to, Ill. Rev. Stat. Ch. 73 ¶755a and ¶755a-2 governing coverage for damages from owners or operators of uninsured motor vehicles, hit-and-run motor vehicles, and underinsured motorists. Such public liability insurance policies must also be acceptable to the Comptroller and to the Corporation Counsel, as to form and legality.

Each public liability insurance policy shall provide the following coverage:

For each vehicle with capacity of more than 10 seats	*$1 million combined single limited coverage per occurrence;*
For each vehicle with a capacity of up to 10 seats, until January 1, 1988, at least:	*$50,000 for property*

damage, $250,000 for injuries to or death of any one person, and $300,000 for injuries to or death of more than one person, in any one accident; and

from and after January 1, 1988,

at least: ..... *$350,000 combined single limit coverage per occurrence.*

[It] *The insurance policy* shall contain a description of each public passenger vehicle insured, manufacturer's name and number, the state license number and the public passenger vehicle license number.

In lieu of an insurance policy or contract a surety bond or bonds with a corporate surety or sureties *licensed by and* authorized to do business under the laws of Illinois, may be accepted by the Commissioner for all or any part of such insurance; provided that each bond shall be *in the form and language prescribed by the Comptroller and approved as to form and legality by the Corporation Counsel and shall provide terms and* condition[ed]s for the payment and satisfaction of any final judgment in conformity with *and containing equivalent indemnity* [the] provisions of an insurance policy *or contract* required by this section.

All insurance policies or contracts or surety bonds required by this Section, or copies thereof certified by the insurers, or sureties shall be filed with the Commissioner and no insurance *policy or contract* or bond shall be subject to cancellation except on thirty days' previous notice to the Commissioner. If any insurance *policy or contract* or bond is cancelled or permitted to lapse for any reason, the Commissioner shall suspend the license for the vehicle affected for a period not to exceed [thirty] *ten (10)* days[,] to permit *an*other insurance *policy or contract* or bond to be supplied in compliance with the provisions of this section. If such other insurance *policy or contract* or bond is not supplied[,] within the period of suspension of the license, the Mayor shall revoke the license for such vehicle. *In the event that such insurance or bond is supplied, the Commissioner shall nevertheless suspend the license for each vehicle affected for an additional period of five (5) days for every day of non- compliance, except by reason of the insolvency of the insurer without advance written notice to the licensee, for the first such violation of insurance or bond requirements, and a period of ten (10) days for every day of non-compliance for the second such violation within any three year period. The third violation of this insurance or bond requirement within any three year period shall result in revocation of the licenses of the affected vehicles.*

SECTION 2. This ordinance shall be effective upon its passage and publication.

ESTABLISHMENT OF TAXICAB STAND NUMBER 570 ON PORTION OF SOUTH LA SALLE STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 8, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on April 1, 1987) for the establishment of Taxicab Stand No. 570 along the west curb of South LaSalle Street from a point 15 feet south of the alley between West Monroe Street and West Adams Street, in front of the building known as 190 South LaSalle Street, to a point 60 feet south thereof--3 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 570	On South LaSalle Street along the west curb from a point 15 feet south of the alley between West Monroe and West Adams in front of building

known as 190 South LaSalle Street to a point 60 feet south thereof; 3 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading and unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-373 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine not more than two hundred dollars for each offense".

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

ESTABLISHMENT OF TAXICAB STAND NUMBER 571 ON PORTION OF NORTH CLARK STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 8, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on April 1, 1987) for the establishment of Taxicab Stand No. 571 along the east curb on North Clark Street from a point 197 feet south of the south property line of West Kinzie Street to a point 57 feet south thereof--3 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 571	On North Clark Street, along the east curb from a point 197 feet south of the south property line of West Kinzie Street to a point 57 feet south thereof, 3 taxicabs.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading and unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-373 of the Municipal Code of Chicago, which provided that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

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

INSTALLATION OF BUS PASSENGER SHELTER ON WEST HARRISON STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 8, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on March 11, 1987) for the construction of a bus passenger shelter by the Chicago Transit Authority on West Harrison Street at the intersection of S. Morgan Street for eastbound passengers, subject to approval of plans and specifications by the Department of Public Works/Bureau of Traffic Engineering and Operations and upon issuance of necessary permits from the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	at	Intersection	Direction	Ward
Harrison		Morgan	Eastbound	1

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

INSTALLATION OF BUS PASSENGER SHELTER ON NORTH LAKE SHORE DRIVE.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 8, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on April 1, 1987) for the construction of a bus passenger shelter by the Chicago Transit Authority on North Lake Shore Drive at the intersection of West Sheridan Road for north-bound passengers, subject to approval of plans and specifications by the Department of Public Works/Bureau of Traffic Engineering and Operations and upon issuance of necessary permits from the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right of way of the City of Chicago is hereby approved:

Street	at	Intersection	Direction	Ward
N. Lake Shore Dr. (Sheridan Rd.)		W. Sheridan (3900 N.)	North	46

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

CHICAGO TRANSIT AUTHORITY REQUESTED TO GIVE CONSIDERATION TO INSTALLATION OF BUS PASSENGER SHELTER AT CORNER OF EAST 127TH STREET AND SOUTH HALSTED STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 8, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had a proposed order (which was referred on April 1, 1987) memorializing the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northeast corner of East 127th Street and South Halsted Street, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northeast corner of E. 127th Street and S. Halsted Street.

CHICAGO TRANSIT AUTHORITY REQUESTED TO GIVE CONSIDERATION TO INSTALLATION OF BUS PASSENGER SHELTER AT CORNER OF SOUTH WESTERN AVENUE AND WEST 16TH STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 8, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed order (which was referred on March 18, 1987) memorializing the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northwest corner of South Western Avenue and West 16th Street, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northwest corner of S. Western Avenue and W. 16th Street for southbound passengers.

CHICAGO TRANSIT AUTHORITY REQUESTED TO GIVE CONSIDERATION TO INSTALLATION OF BUS PASSENGER SHELTER AT 5400 WEST ROOSEVELT ROAD.

The Committee on Local Transportation submitted the following report:

CHICAGO, May 8, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed order (which was referred on March 11, 1987) memorializing the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter in front of 5400 West Roosevelt Road (Sunbeam Park), begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which is transmitted herewith.

This recommendation was concurred in by 8 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a bus shelter in front of Sunbeam Park, 5400 West Roosevelt Road.

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys, to which had been referred August 28, 1986, February 3, 1987 and March 11, 1987, nine proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

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):

Auditorium Garage, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Auditorium Garage, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a four-level cantilevered structure over the public right-of-way adjacent to its property located at 63-69 East Congress Parkway to be used for the purpose of parking automobiles. Said four-level structure shall not extend north more than twenty (20') feet from the north property line and in no event beyond the south curb line of East Congress Parkway and shall be held twelve (12') feet ten (10") inches above the level of the pavement at the curb, and shall not extend more than seventy-one (71') feet in length. Authority for the above named privilege shall remain in effect for five (5) years from and after July 28, 1986.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Two Hundred Twenty-seven and no/100 Dollars ($2,227.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or

vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,

maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

The B.O.C. Group, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to The B.O.C. Group, Inc., upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed two (2) eighteen-inch (18") water pipes under and across S. Lumber Street at a point twenty feet (20') west of the west line of S. Steward Avenue to be used for the purpose of taking water from the north branch of the Chicago River. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after September 5, 1986.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each

succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

C. Davis Rental.

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

SECTION 1. Permission and authority are hereby given and granted to C. Davis Rental ("Grantee") upon the terms and subject to the conditions of this ordinance to construct, maintain, and use a cable one-half (1/2") inch in diameter above and across the public right-of-way as hereinafter described for purposes of linking computer and phone systems of the Grantee located in Grantee's buildings at 4350 and 4400 North Central Avenue. A one-half (1/2") inch cable over and across Montrose Avenue at a point approximately 115 feet west of the west line of North Central Avenue. Said cable shall be 64 feet in length, one-half (1/2") inch in width and shall be located a minimum of 21 feet above surface grade. Authority of the above named privilege shall remain in effect for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way

over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars ($216.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing

insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

C. J. Industries, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to C.J. Industries, Inc., upon the terms and subject to the conditions of this ordinance to construct, maintain, and use a Commonwealth Edison vault under the sidewalk area adjacent to its property located at 10 S. Wabash Avenue. Said vault shall be forty-two (42) feet in length and eighteen (18) feet in width for a total of seven hundred fifty-six (756) square feet of space to be used. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred Sixty- eight and no/100 Dollars ($968.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for

this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

E.T.M. Studios, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to E.T.M. Studios, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use a two inch (2") computer/communication coaxial cable adjacent to its premises located at 130 South Morgan Street. Said cable shall be installed twenty-five (25) feet above street grade, over and across South Morgan Street approximately one hundred fifty-five (155) feet north of the north line of West Adams Street. Said cable shall connect the building at

117 South Morgan Street with the building at 130 South Morgan Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Sixteen and no/100 Dollars ($216.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the

Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Oscar Mayer Foods Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Oscar Mayer Foods Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a communication conduit located adjacent to its

premises located at 1241 North Sedgwick Street and described as follows. Said conduit is to be used for communication purposes and shall be a two and one-half inch (2-1/2") heavy wall galvanized conduit under and along the sidewalk area on West Scott Street beginning at a point approximately four hundred fifty feet (450') east of the east line of North Sedgwick Street known as Building No. 31 and proceeding in an easterly direction under and along said sidewalk area approximately two feet (2') from the property line and placed approximately three feet (3') in depth and running for a distance of ninety-six feet (96') at a width of one foot (1') for a total usage of ninety-six (96) square feet; thence entering private property of the grantee known as Building No. 33. Authority for the above named privilege is herein granted for a period of five (5) years from and after September 15, 1986.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Forty-six and no/100 Dollars ($246.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any

public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Woman's Athletic Club Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Woman's Athletic Club of Chicago, upon the terms and subject to the conditions of this ordinance to maintain and use as now constructed a vault to house a heating plant under the surface of East Ontario Street, adjacent to premises known as 114--122 East Ontario Street. Said vault not exceeding eighty-five (85) feet two (2) inches in length, nineteen (19) feet in width nor twenty (20) feet in depth, a total 1,618.8 square feet; for a period of five (5) years from and after July 11, 1986.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Eight Hundred Seventy-six and no/100 Dollars ($3,876.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages

thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance; and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

The Y.M.C.A. Of Metropolitan Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to the Y.M.C.A. of Metropolitan Chicago, upon the terms and subject to the conditions of this ordinance, to construct, maintain, and use a handicapped ramp adjacent to its premises located at 2024 South Ashland Avenue and described as follows. At its widest part said ramp shall be five feet (5') in width and shall run for a distance of five feet (5'); thereafter, said ramp shall narrow to a width of four feet (4') and shall run for a distance of twelve feet (12'). The above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and

restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage: provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

AMENDMENT TO GRANT OF PRIVILEGE FOR OXFORD PROPERTIES, INCORPORATED.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the ordinance passed by the City Council on July 29, 1986, page 32416, granting permission to Oxford Properties, Incorporated, to install, maintain and use a catch basin eleven (11) feet five (5) inches in depth and five (5) feet three (3) inches in diameter located approximately seventeen (17) feet five (5) inches west of east line of North Clark Street and seventy-four (74) feet three (3) inches north of intersection of the east line of North Clark Street and Chicago River, adjacent premises at 321 North Clark Street, be and the same is hereby amended by striking out of Section 1, as printed, the following:

"Oxford Properties, Incorporated"

and inserting in lieu thereof:

"LaSalle National Bank, as Trustee, U/T 10945".

SECTION 2. This ordinance shall take effect and be in force from and after July 29, 1986.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

PUBLIC ALLEY VACATED IN AREA BOUNDED BY NORTH HALSTED STREET, NORTH CLARK STREET AND WEST WELLINGTON AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance.

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 14-foot public alley lying north of the north line of Lots 1 to 7, both inclusive, in

> Dam and Warner's Subdivision of Lot 3 in Knoke and Gardner's Subdivision of 20 acres North of and adjoining the South 30 acres in the W. 1/2 of the N.W. 1/4 of Section 28, Township 40 North, Range 14 East of the Third Principal Meridian;

lying south of the south line of Lot 10 in Dam and Warner's Subdivision aforementioned and lying south of the south line of Lot 4 in

> Subdivision of Lots 12, 13, 16, and 17 together with the vacated alley lying between and adjoining said Lots all in Dam and Warner's Subdivision aforementioned;

lying east of the northwardly extension of the west line of Lot 7 in Dam and Warner's Subdivision aforementioned; and lying westerly of a line drawn from the northeast corner of Lot 1 in Dam and Warner's Subdivision aforementioned to the southeast corner of Lot 4 in Subdivision of Lots 12, 13, 16, and 17 aforementioned said part of public alley herein vacated being further described as all that part of the east-west 14-foot public alley lying east of the west 50 feet thereof in the block bounded by N. Halsted Street, N. Clark Street and W. Wellington Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title And Trust Company, as Trustee, Trust No. 1083978 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Fifty-nine Thousand Eight Hundred Fifty and no/100 Dollars ($59,850.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of public alley hereby vacated, similar to the sidewalk and curb in N. Clark Street.

The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Chicago Title and Trust Company, as Trustee, Trust No. 1083978 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 393 of this Journal.]

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

VACATION OF PUBLIC ALLEY IN AREA BOUNDED BY WEST FILLMORE STREET, WEST GRENSHAW STREET, SOUTH WOLCOTT AVENUE AND SOUTH WOOD STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street and public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of W. Fillmore Street lying south of the south line of Lots 54 to 61, both inclusive, in

(Continued on page 394)

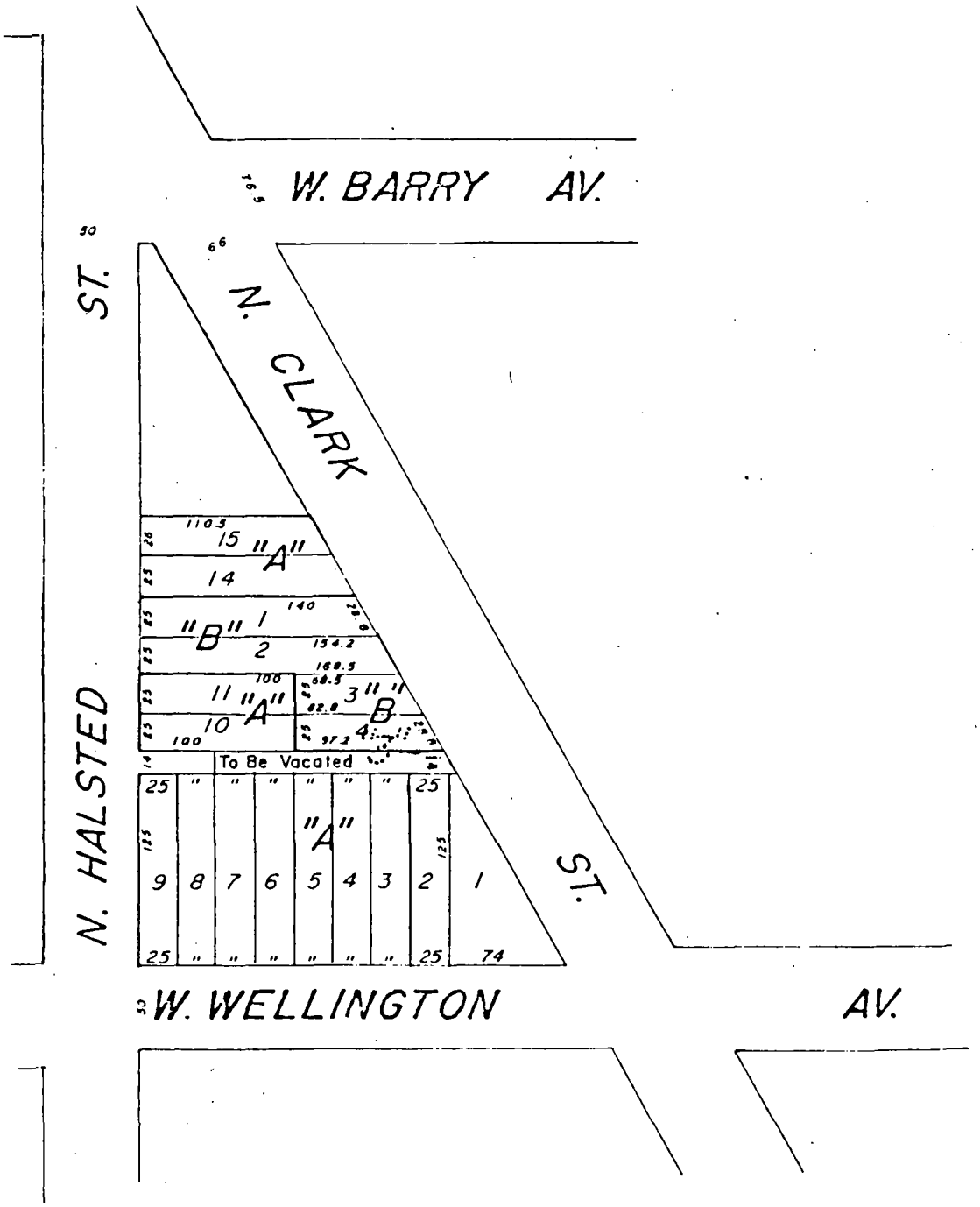
"A"

Dam and Warner's Sub. of Lot 3 in Knoke & Gardner's Sub. of 20 Acs. N. of and adjoining the S. 30 Acs. in W. 1/2 N.W 1/4 Sec. 28-40-14

"B"

Sub. of Lots 12, 13, 16 & 17 together with Vacated Alley Lying between and adjoining said Lots all in Dam & Warner's Sub. of Blk. 3 of Knoke & Gardner's Sub. of 20 Acs. (See "A")

DR. No. 28-44-86-1066 Rev. 7-23-86



(Continued from page 392)

(Yeaton and Taylor's) Subdivision of Lots 5, 6 and 7 in Codwise's Subdivision of the W. 1/2 of the S. E. 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian (except 1 chain and 37 links all along the west side thereof);

lying south of the south line of Lots 1, 5, 6 and 7 in

Frank Hahn's Subdivision of Lots 47 to 53 inclusive, in (Yeaton and Taylor's) Subdivision aforementioned;

and lying south of the south line of Lots 2, 3 and 4 in

Noyes and Galpin's Subdivision of Lots 62, 63, 64, 83, 84, 85 and 86 in (Yeaton and Taylor's) Subdivision aforementioned;

lying north of the north line of Lot 87 and Lots 75 to 82, both inclusive, in (Yeaton and Taylor's) Subdivision aforementioned; lying north of the north line of Lot 1 in

John John's Subdivision of Lots 88, 89, 90, 91 and 92 in (Yeaton and Taylor's) Subdivision aforementioned;

lying north of the north line of Lots 5 to 9, both inclusive, in said Noyes and Galpin's Subdivision aforementioned; lying west of a line drawn from the southeast corner of Lot 1 in Frank Hahn's Subdivision aforementioned; to the northeast corner of Lot 1 in John John's Subdivision aforementioned; and lying east of and adjoining a line twenty-eight (28) feet west of and parallel with the east line of Lot 76 produced north;

Also

all that part of the north-south alley as opened by the Board of Education by ordinance passed January 26, 1914 and recorded February 25, 1914 in the Office of the Recorder of Deeds in Cook County, Illinois as Document Number 5363828 and described as follows:

The west 10 feet of the east 18 feet of Lot 77 and the west 16.6 feet of Lot 108 in (Yeaton and Taylor's) Subdivision of Lots 5, 6 and 7 in Codwise's Subdivision of the W. 1/2 of the S. E. 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian (except 1 chain and 37 links all along the west side thereof);

Also

all that part of the north-south alley as dedicated by Plat recorded May 21, 1964 in the Office of the Recorder of Deeds in Cook County, Illinois as Document Number 19134361 and described as follows:

The west 6 feet of Lot 77 in (Yeaton and Taylor's) Subdivision of Lots 5, 6 and 7 in Codwise's Subdivision of the W. 1/2 of the S. E. 1/4 of Section 18, Township 39 North,

Range 14 East of the Third Principal Meridian (except 1 chain and 37 links all along the west side thereof);

Also

all that part of the 12-foot east-west public alley lying south of the south line of Lot 77; lying north of the north line of Lot 108; lying east of and adjoining the east line of Lot 109 produced north 12 feet; and lying west of and adjoining the east line of the west 16 feet of Lot 77 produced south 6 feet and lying west of and adjoining the east line of the west 16.6 feet of Lot 108 produced north 6 feet; said public street and public alley herein vacated being further described as all of the remaining part of W. Fillmore Street lying between S. Wolcott Avenue and S. Wood Street together with all of the north-south public alley in the block in the block bounded by W. Fillmore Street, W. Grenshaw Street, S. Wolcott Avenue and S. Wood Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The Board Of Trustee's Of The University Of Illinois hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of W. Fillmore Street as herein vacated.

SECTION 3. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, the Board Of Trustee's Of The University Of Illinois shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 396 of this Journal.]

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

"A"

Codwise's Sub of the W.1/2 SE.1/4 Sec. 18-39-14 (except 1 ch. & 37 links all along the West Side thereof)

"B"

(Yeaton & Taylor's) Sub of lots 5,6, & 7 in Codwise's Sub etc. (see "A")

"C"

John John's Sub. of lots 88,89,90,91, & 92 in (Yeaton & Taylor's) Sub of Blks. 5, 6 & 7 in Codwise's Sub. etc. (see "A")

"D"

Noyes & Galpin's Sub. of lots 62,63,64,83,84,85 & 86 in (Yeaton & Taylor's) Sub of Blks. 5, 6 & 7 in Codwise's Sub. etc. (see "A")

"E"

Frank Hahn's Sub. of lots 47 to 53 incl. in (Yeaton & Taylor's) Sub. of lots 5,6 & 7 in Codwise's Sub. etc. (see "A")

"F"

Sub. of lots 112 to 115 incl. in (Yeaton & Taylor's) Sub. of Blks. 5,6 & 7 in Codwise's Sub. etc. (see "A")

"G"

Wm. Seldens' Sub of lots 70 to 73 both incl. in (Yeaton & Taylor's) Sub of lots 5, 6 & 7 in Codwise's Sub. etc. (see "A")

"H"

Thomas Galpin's Yeaton St. Sub. in SE.1/4 of Sec. 18-39-14 Being a Sub. of lots 93 to 101 both incl. in (Yeaton & Taylor's) Sub of lots 5,6 & 7 in Codwise's Sub. etc. (see "A")

"J"

Vacated by Ordinance passed Jan. 26, 1914 Ord. Running to the Board of Education
Rec. Feb. 25, 1914 Doc. NO. 5363828

"K"

Alley opened by Board of Education in above Ord. (see "J")

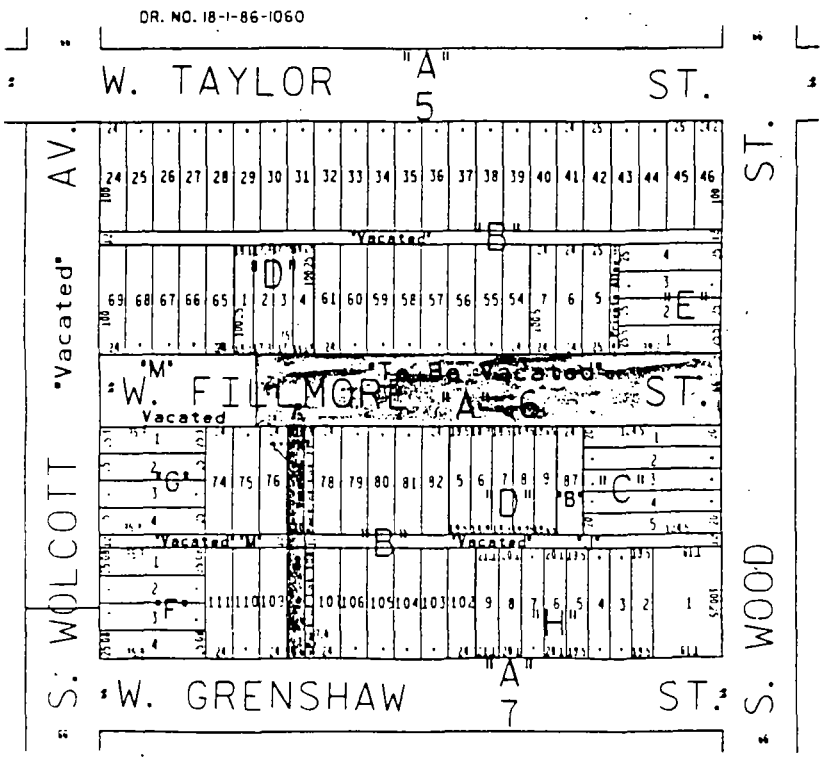
"L"

Dedication for Public Alley
Rec. May 21, 1964 Doc. NO. 19134361

"M"

Vacated by Ordinance Passed Dec. 18, 1963
Rec. May 21, 1964 (63-82) Doc. NO. 19134362

NORTH



PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST POTOMAC AVENUE, WEST DIVISION STREET, NORTH OAKLEY BOULEVARD AND NORTH BELL AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16.5-foot public alley lying south of the south line of Lots 36 and 35 and south of a line drawn from the intersection of the south and southwesterly lines of Lot 36 to the intersection of the south and southeasterly lines of Lot 35; lying north of the north line of Lots 37 to 47, both inclusive; lying east of a line drawn from the southwest corner of Lot 35 to the northwest corner of Lot 47; and lying west of a line drawn from the southeast corner of Lot 36 to the northeast corner of Lot 37 all in

Subdivision of Block 15 in Watson, Tower and Davis' Subdivision of the W. 1/2 of the N.W. 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

all that part of the north-south 16-foot public alley lying west of the west line of Lots 13, 16, 17, 20, 21, 24, 25, 28, 29, 32, 33 and the west and southwesterly lines of Lot 36 in Subdivision of Block 15 aforementioned, and lying west of the west line of Lots 3, 4 and 5 aforementioned, and lying west of the west line of Lots 3, 4 and 5 in

Owner's Division of Lots 1, 4, 5, 8, 9 and 12 in Subdivision of Block 15 in Watson, Tower and Davis' Subdivision aforementioned;

lying east of the east line of Lots 2, 10, 11, 30, 31, 34 and the east and southeast lines of Lot 35 in Subdivision of Block 15 aforementioned; lying east of the east line of Lots 1 to 11, both inclusive, in

S.W. Hull's Re-Subdivision of Lots 14, 15, 18, 19, 22, 23, 26 and 27 of Block 15 in Watson, Tower, and Davis' Subdivision aforementioned;

and lying east of the east line of Lots 1, 2 and 3 in

Re-Subdivision of Lots 3, 6, 7 and 10 except the south 6 feet of said Lot 10 in the Subdivision of Block 15 aforementioned:

lying south of a line drawn from northeast of Lot 2 in Subdivision of Block 15 aforementioned, to the northwest corner of Lot 5 in Owners Division aforementioned; and lying north of a line drawn from the intersection of the south and southwest lines of Lot 36 to the intersection of the south and southeasterly lines of Lot 35 in Owners Division Aforementioned; said public alleys herein vacated being further described as all of the east-west 16.5-foot public alley, together with all of the north-south 16-foot public alley in the block bounded by W. Potomac Avenue, W. Division Street, N. Oakley Boulevard and N. Bell Avenue in the block bounded by, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, and the LaSalle National Bank, as Trustee, Trust No. 42200 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alleys hereby vacated, the sum of Twenty- nine Thousand and no/100 Dollars ($29,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrances to the public alleys hereby vacated, similar to the sidewalk and curb in West Potomac Avenue, North Oakley Boulevard and North Bell Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust 42200 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 399 of this Journal.]

On motion of Alderman O'Connor, the foregoing propose ordinance was *Passed* by yeas and nays as follows:

(Continued on page 400)

"A"

Sub. of W½ N.W.¼ Sec. 6-39-14 (Acknowledged by Watson, Tower and Davis).

"B"

Sub. of Blk. 15 in Watson, Tower, and Davis' Sub. etc., (See "A").

"C"

S.W. Hull's Re-Sub. of Lots 14, 15, 18, 19, 22, 23, 26 and 27 of Blk. 15 in Watson, Tower and Davis' Sub., etc. (See "A").

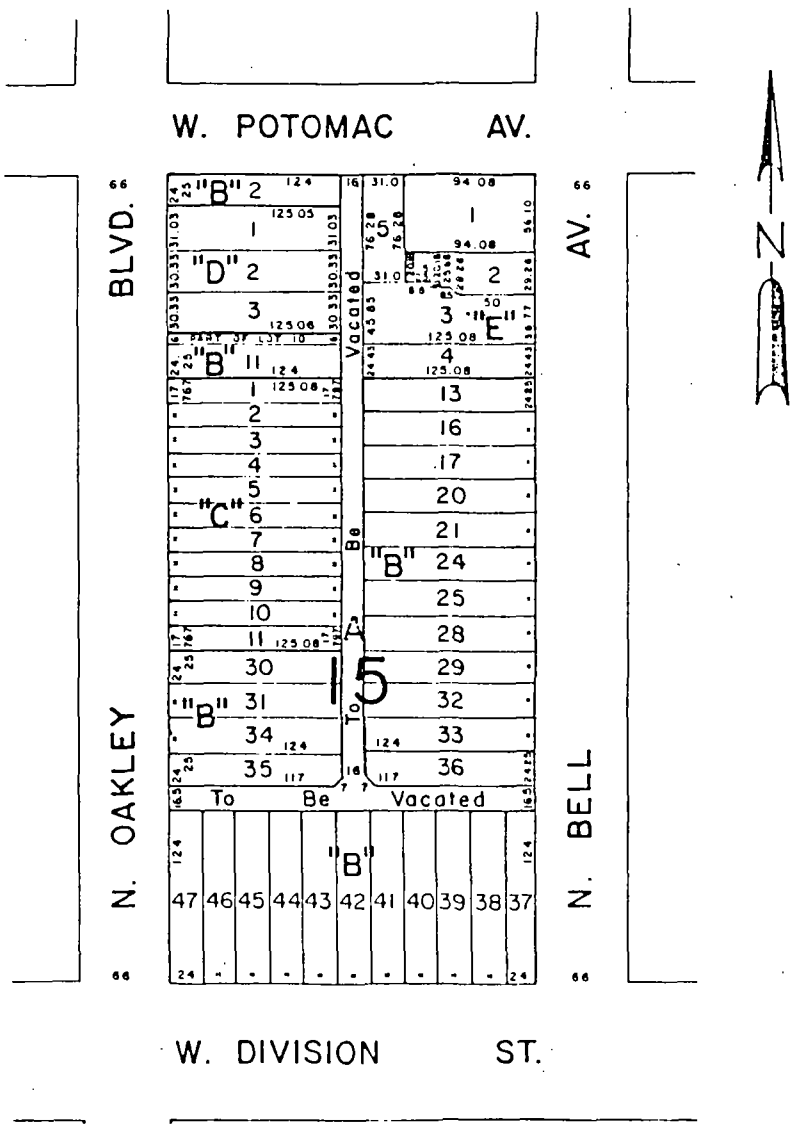
"D"

Re-Sub. of Lots 3, 6, 7 and 10 except the S. 6ft. of said Lot 10, in the Sub. of Blk. 15. etc. (See "A").

"E"

Owner's Division of Lots 1, 4, 5, 8, 9, and 12 in Sub. of Blk. 15 in Watson, Tower and Davis' Sub. etc. (See "A").

DR. NO. 6-26-86-1047



(Continued from page 398)

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST FULLERTON AVENUE, WEST BELDEN AVENUE, NORTH WAYNE AVENUE AND NORTH LAKEWOOD AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south 16-foot public alley lying east of the east line of Lots 12 to 30, both inclusive; lying west of the west line of Lots 31 to 49, both inclusive; lying south of a line drawn from the northeast corner of Lot 12 to the northwest corner of Lot 49; and lying north of a line drawn from the southeast corner of Lot 30 to the southwest corner of Lot 31, all in Block 3 in

George Ward's Subdivision of Block 12 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian;

Also

all that part of the east-west 16-foot public alley lying south of the south line of Lots 3, 4 and 5 in Block 3; lying north of the north line of Lot 49 in Block 3; lying west of the following described line: Beginning at the southeast corner of Lot 31 in Block 3; thence west on the south line of Block 3 a distance of 61.51 feet; thence northwestwardly along a straight line, a distance of 11.24 feet to a point which is 63.07 feet (measured perpendicular) west from the east line of Block 3; thence northwestwardly along the arc of a circle convex westerly, having a radius of 458.58 feet, a distance of 65.36 feet to a point which is 76.23 feet (measured perpendicular) north from the south line and 67.55 feet (measured perpendicular) west from the east line of Block 3; thence north along a straight

line to an intersection with the north line of Block 3 at a point 66.21 feet west from the northeast corner of Block 3; and lying east of the following described line: Beginning at the northeast corner of Block 3; thence west along the north line of Block 3, a distance of 99.97 feet to a line 10 feet westerly of, measured at right angle to and parallel with the center line of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track as now laid out and operated; thence south along the last described line to the north line of Lot 49 in Block 3, all in George Ward's Subdivision aforementioned; said public alley and part of public alley herein vacated being further described as all of the north-south 16- foot public alley; and the east 33.76 feet, more or less, of the remaining east- west 16-foot public alley in the block bounded by W. Fullerton Avenue, W. Belden Avenue, N. Wayne Avenue and N. Lakewood Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 110953 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley and part of public alley hereby vacated, the sum of One Hundred Ninety-two Thousand Two Hundred Eleven and no/100 Dollars ($192,211.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the LaSalle National Bank, as Trustee, Trust No. 110953 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 402 of this Journal.]

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

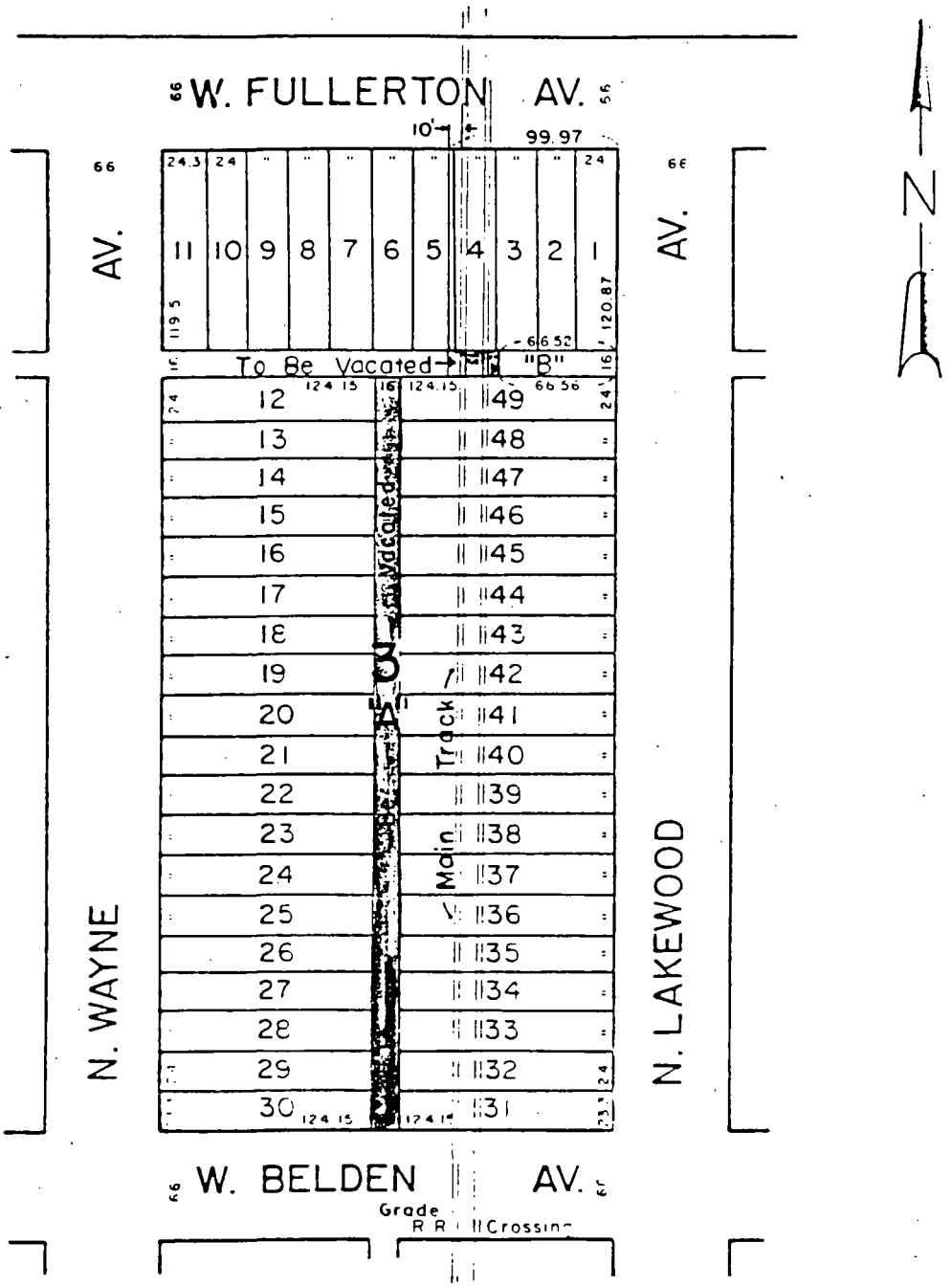
"A"

George Ward's Sub. of Blk. 12, Sheffield's Add. to Chicago in Sec. 32-40-14 .

"B"

Vacated by Ordinance Passed June 27, 1980.
Rec. Sept. 24, 1980. Doc. No. 25597339

DR. NO. 32-43-86-1080



PUBLIC ALLEY VACATED IN AREA BOUNDED BY WEST POLK STREET, WEST FIFTH AVENUE, SOUTH LOCKWOOD AVENUE AND SOUTH LARAMIE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 8-foot public alley lying north of the north line of Lot 200 in

> School Trustees' Subdivision of the north part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian;

lying south of the south line of Lots 52, 53, 54, and 55 in

> Haas' Subdivision of Lots 198, 199 and 202 in School Trustees' Subdivision of the north part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian;

lying east of a line drawn from the northwest corner of Lot 200 in School Trustees' Subdivision aforementioned, to the southwest corner of Lot 55 in Haas' Subdivision aforementioned; and lying west of a line drawn from the northeast corner of Lot 200 in School Trustees' Subdivision aforementioned, to the southeast corner of Lot 52 in Haas' Subdivision aforementioned; said public alley herein vacated being further described as all of the east-west 8-foot public alley running west from S. Laramie Avenue in the block bounded by W. Polk Street, vacated West Fifth Avenue, S. Lockwood Avenue and S. Laramie Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and

distribution of telephonic and associated services under, over, and along all of the public alley as herein vacated, with the right of ingress and egress.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the DuPage Water Commission shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 405 of this Journal.]

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF 547 WEST JACKSON BOULEVARD SUBDIVISION.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the Superintendent of Maps, *Ex Officio* Examiner of Subdivisions, is hereby authorized and directed to approve a plat of 547 W. Jackson Subdivision, being a vertical subdivision of the building located at the southwest corner of W. Jackson Boulevard and S. Clinton Street for the LaSalle National Bank, as Trustee, Trust No. 101866, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 16-1-87-1143).

(Continued on page 406)

"A"

School Trustees Sub. of N. part of Sec. 16-39-13.

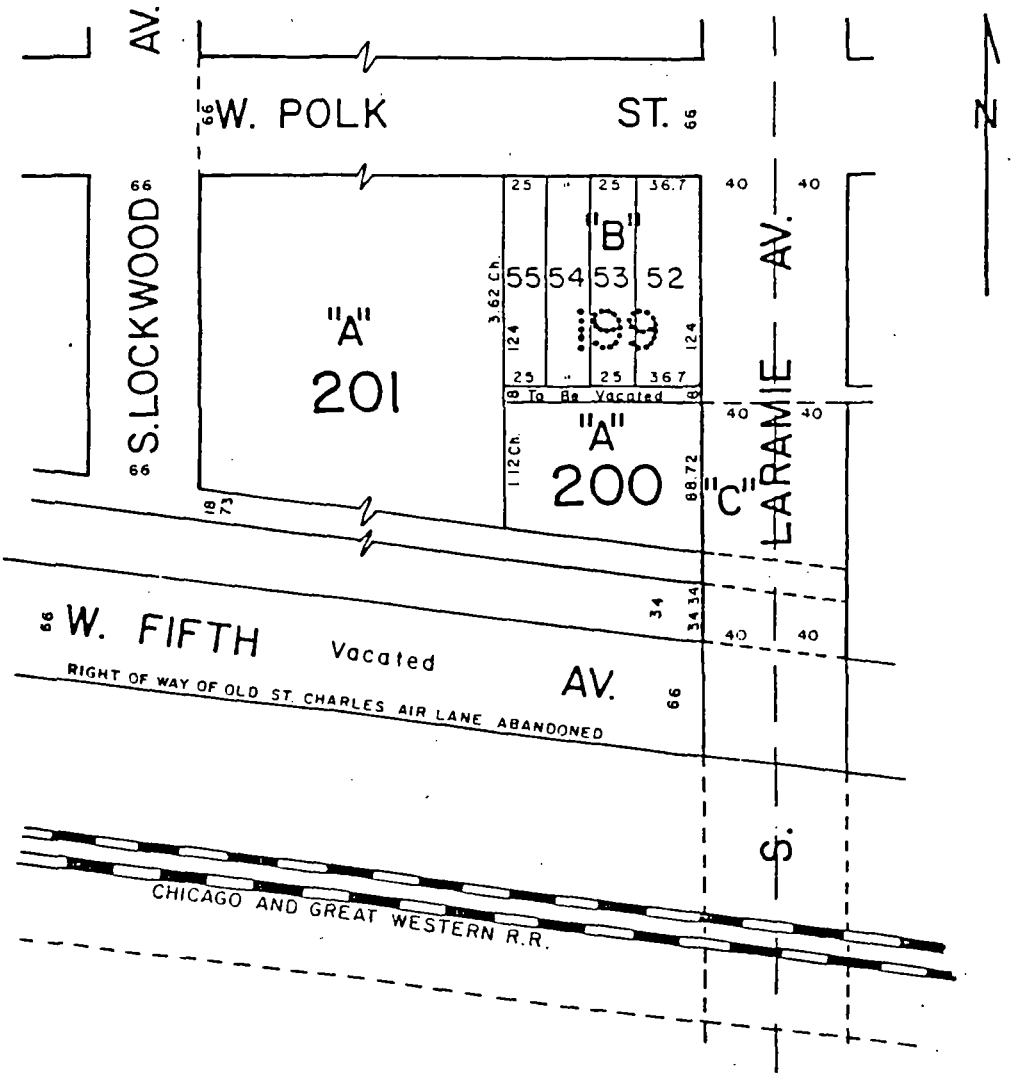
"B"

Haas' Sub. of lots 198, 199, & 202 in School Trustees Sub. etc. (See "A").

"C"

Dedication for Public Street.
Rec. Oct. 28, 1937 Doc. No. 12075322

Dr. No. 16-29-86-1114



(Continued from page 404)

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

[Plat omitted for printing purposes.]

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

ORDINANCE VACATING PORTION OF NORTH BURLING STREET AMENDED.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, It is necessary to amend the ordinance passed by the City Council December 10, 1986 (C. J. pages 38032--38035) for "portion of North Burling Street vacated and easement reserved for placement of pedestrian walkway" to correct "South Burling Street" to read "North Burling Street" in Section 1 of said ordinance; to add "24 hour emergency access by the Chicago Transit Authority" and "quasi-public officials" in Section 2, and to change "6 months" to read "12 months" in Section 4 of said ordinance; now, therefore,

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

SECTION 1. That the ordinance passed on December 10, 1986 as printed in the Journal of the Proceedings of the City Council of the City of Chicago of said date (C. J. pages 38032--38035) to vacate a portion of N. Burling Street, be and the same is hereby amended by striking all of the ordinance as passed and substituting in lieu thereof the following ordinance:

"WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the N. Burling street lying west of the west line of Lot 33 in

> Subdivision of Lots 9 to 18 and the W. 1/2 of Lot 19 and all of Lots 20 to 22 in Block 1 of Sheffield's Addition in the W. 1/2 of the S. W. 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian;

lying east of the east line of Lot 36 in

> Scott's Subdivision of the W. 1/2 of the W. 1/2 of Block 1 of Sheffield's Addition of the W. 1/2 of the S. W. 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian;

lying south of a line 106.50 feet north of and parallel to a line drawn from the southwest corner of Lot 33 in Subdivision of Lots 9 to 18 aforementioned, to the southeast corner of Lot 36 in Scott's Subdivision aforementioned; and lying north of a line 5.00 feet north of and parallel to a line drawn from the southwest corner of Lot 33 in Subdivision of Lots 9 to 18 aforementioned to the southeast corner of Lot 36 in Scott's Subdivision aforementioned said part of public street herein vacated being further described as the north 101.50 feet of the south 106.50 feet of N. Burling Street lying between the south line of W. Concord Place and the north line of W. North Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for itself and for the benefit of such public and quasi-public utility agencies as may be involved, easements in all that part of N. Burling Street as herein vacated, to maintain the existing municipally-owned service facilities and public and quasi-public utility facilities at their present locations and to repair and operate such facilities and utilities (including 24 hour emergency access by the Chicago Transit Authority); the easement with respect to each facility to remain in effect until, and to terminate upon, the abandonment or release of such facility or the relocation of such facility outside that part of N. Burling Street as herein vacated, in accordance with plans to be approved by the City of Chicago in the case of a municipally-owned service facility, or to be approved by the public or quasi-public agencies involved, in the case of other service facilities. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area which in the judgment of the respective municipal, public and quasi-public officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, and reconstruction of said facilities, or the construction of additional service facilities.

SECTION 3. The City of Chicago hereby reserves for itself and for the benefit of the public, a perpetual easement to install, maintain and use the west 10 feet of that portion of N. Burling Street as herein vacated, for the placement of a pedestrian walkway. It is

further provided that the remainder of that part of N. Burling Street as herein vacated be used solely as greenspace which means that it shall be landscaped and maintained with grass, trees, flowers and shrubs.

All easements, covenants and conditions contained herein shall run with the land and remain in full force and effect and not merge with the fee interest in the street vacated hereby, notwithstanding vesting hereof in the City of Chicago.

SECTION 4. The vacation herein provided for is made upon the express condition that within 12 months after the passage of this ordinance, the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on 409 of this Journal.]

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

BLOOD SYSTEM, INCORPORATED EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

(Continued on page 410)

"A"

Sheffield's Add. to Chicago in Sec. 29, 31, 32 & 33-40-14.

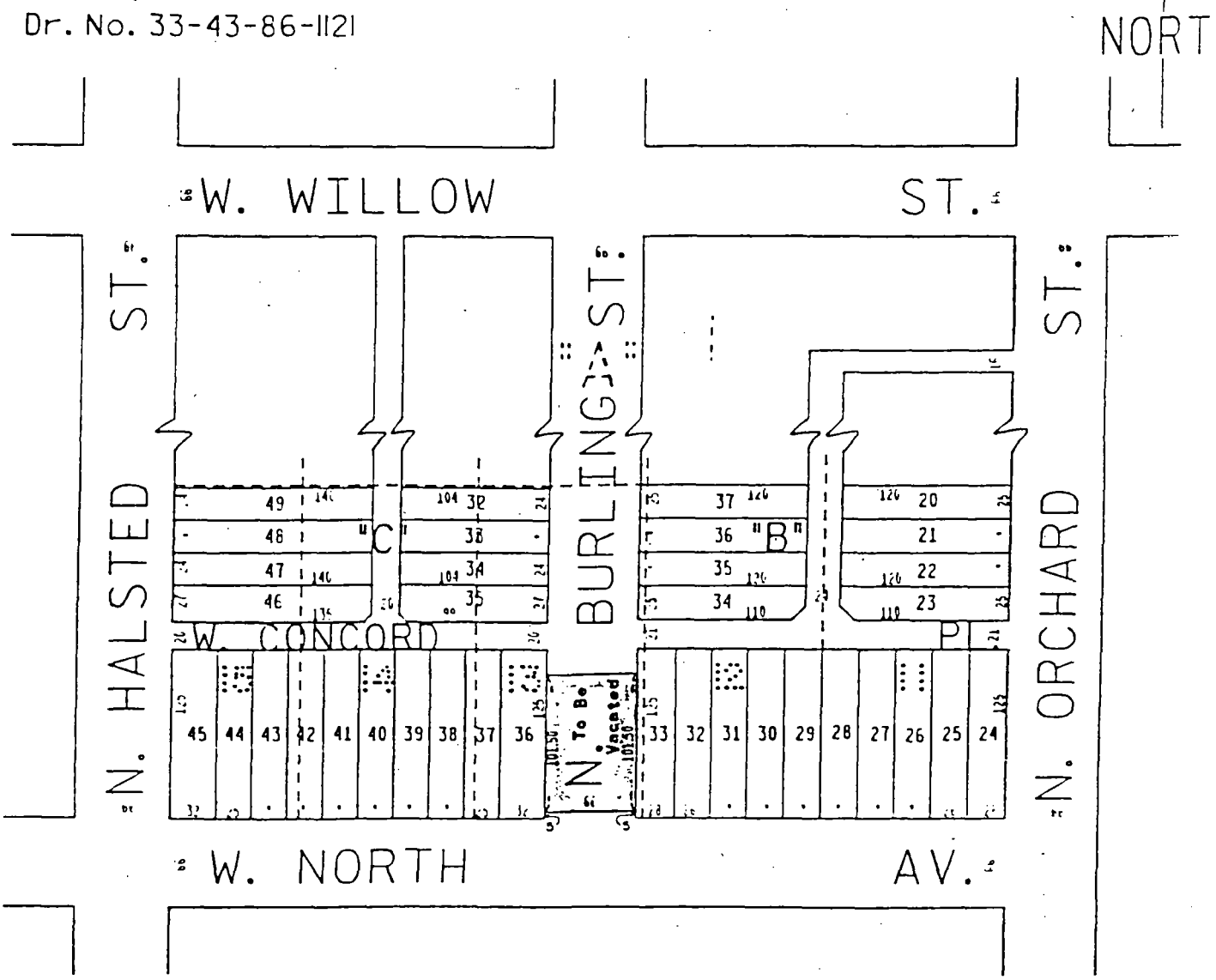
"B"

Sub. of Lots 9 to 18 and W. 1/2 of Lot 19 and all of Lots 20 to 22 in Blk. 1 of Sheffield's Add. in W. 1/2 of S.W. 1/4 Sec. 33-40-14.

"C"

Scott's Sub. of W. 1/2 of W. 1/2 of Blk. 1 of Sheffield's Add., W. 1/2 of S.W. 1/4 Sec. 33-40-14.

Dr. No. 33-43-86-1121



(Continued from page 408)

SECTION 1. Pursuant to Chapter 33, Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to consider exempting the Blood System, Inc., d/b/a United Blood Services, 6210 East Oak Street, Scottsdale, Arizona, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility located within the building at 1221 North LaSalle Street.

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

NORTHTOWN REFRIGERATION EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the Commissioner of Public Works exempt the Northtown Refrigeration, 4711 North Lincoln Avenue, Chicago, from the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago so as to allow ingress and/or egress into the adjoining alley to the parking facility located at 7280 West Devon Avenue.

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

SHOPPING CENTER LOCATED AT 730--750 WEST DIVERSEY PARKWAY AND 2817--2819 NORTH HALSTED STREET EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of the City of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to and from parking facilities, etc., for the shopping center located at 730--750 West Diversey Parkway and 2817--2819 North Halsted Street.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

HALSTED PLAZA EXEMPTED FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and egress to parking facilities, etc., for Halsted Plaza located at 3100 South Emerald Avenue and 3101--3111 South Halsted Street.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR MAINTENANCE AND INSTALLATION OF TWO PLANTER BOXES AND TREES LOCATED AT 6360 WEST HIGGINS AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to granting permission to Fidelity Federal Savings, 6360 West Higgins Avenue, for the maintenance and installation of two planter boxes and trees on Higgins Avenue adjacent to their property subject to the following conditions:

1. Property owners agree to maintain said landscaping appurtenances to the satisfaction of the Commissioner of Streets and Sanitation and to correct any deficiencies immediately upon request.

2. The property owner further agrees to accept and hold the City harmless from any and all liabilities which may arise relative to any portion or function of this installation.

3. The property owner must promptly reimburse the City for (and make good to it) any and all damages of any kind to any property of the City and/or utility facility which may result from the installation by the property owner under the authorization requested herein. The property owner further agrees that it will not hold liable the City of Chicago or any utility company for or in account of any loss or damage to property, facilities or appurtenances owned by it or controlled by the property owner or for account of any loss or damage sustained by the property

owner or for account of any loss or damage sustained by the property owner as a result of injuries to employees, agents or tenants of the property owner.

4. The property owner agrees to indemnify, save and keep harmless the City, its officers, agents and employees of and from any and all liabilities, lien, judgment, cost, damage and expense of whatsoever kind which may in any way be suffered by the City, or which may occur against or be charged to or recovered from the City, or its said officers, agents or employees for or in consequence of the permission granted herein or for an account of any act or thing done or suffered or omitted to be done under the permission of such grant.

5. When so requested, the property owner must execute and deliver to the City of Chicago, a bond in an amount fixed by the Commissioner of Streets and Sanitation with sureties to be approved by the City of Chicago.

6. The property owner agrees to faithfully observe and comply with all regulations prescribed by the City of Chicago, its officers, agents and employees and the provisions of the Code of the City of Chicago.

7. It is understood that this authorization is subject to revocation in whole or in part by the Commissioner of Streets and Sanitation at any time, without the consent of the property owner.

8. This covenant shall be perpetually binding on ourselves and any and all subsequent owners, and shall be duly recorded.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

INSTALLATION OF GUARD RAIL AT 900 WEST 63RD PARKWAY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a guard rail to be located at Bethel Terrace Senior Citizen's Building, 900 West 63rd Parkway.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

INSTALLATION OF ORNAMENTAL IRON FENCE AT 1100 NORTH LAKE SHORE DRIVE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the 1100 North Lake Shore Drive Condominium Association to erect and install four 18-inch wrought iron fences on East Cedar Street immediately west of the intersection of North Lake Shore Drive and East Cedar Street adjacent to the building commonly known as 1100 North Lake Shore Drive with dimensions 40' by 7', 5' by 6', 60' by 6', and 12' by 7', subject to the approval of plans, and on the condition that the adjacent property owner shall assume full responsibility to maintenance and repair, and shall indemnify, insure and hold harmless the City of Chicago from all liability.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

AUTHORITY GRANTED FOR PLACEMENT OF BIKE RACK AT 640 NORTH LA SALLE DRIVE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to 640 North LaSalle Associates to install a bike rack adjacent to the building commonly known as 640 North LaSalle, without fees, without compensation, and on the condition that the adjoining property owner shall assume full responsibility for maintenance and repair, and shall indemnify, ensure and hold harmless the City of Chicago from all liability.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED TO SETBACK CURB ON PORTION OF EAST DELAWARE PLACE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permit to Urban Investment and Development Company, 875 North Michigan Avenue, to set back the East Delaware Place curb in front of the building known as 900 North Michigan Avenue in Chicago, Illinois. The curb set back along East Delaware Place shall begin at a point approximately 110 feet west of the West Michigan Avenue curb line and extending 83 feet to the west where it will end 16 feet from the west property line. This subject to the approval of the plans and on the condition that the property owner shall assume full responsibility for maintenance and snow removal, and shall indemnify, save and hold harmless the City of Chicago from all liability.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR ALLEY IMPROVEMENTS BY SPECIAL ASSESSMENT.

The Committee on Streets and Alleys, to which had been referred thirty proposed ordinances recommended by the Board of Local Improvements submitted separate reports recommending that the City Council pass proposed ordinances transmitted therewith, authorizing alley improvements by special assessment at sundry locations.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

The following are descriptive summaries of the said improvement ordinances as passed:

Alleys Between East 81st Street, East 82nd Street, South Essex Avenue And South Phillips Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and one (1) new concrete catchbasin complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between E. 81st Street, E. 82nd Street, S. Essex Avenue and S. Phillips Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of E. 81st Street to the south line of E. 81st Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Essex Avenue to the west line of S. Essex Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alley Between East 90th Street, East 91st Street, South Crandon Avenue And South Luella Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between E. 90th Street, E. 91st Street, S. Crandon Avenue and S. Luella Avenue; also that part of the north and south roadway from a line parallel with and seventeen (17) feet south of the north line of E. 91st Street to the north line of E. 91st Street; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between East 92nd Street, East 93rd Street, South Luella Avenue And South Paxton Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer and a twelve (12) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between E. 92nd Street, E. 93rd Street, S. Luella Avenue and S. Paxton Avenue; also that part of the north and south roadway from a line parallel with and fourteen (14) feet north of the south line of E. 92nd Street to the south line of E. 92nd Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between East 88th Street, East 89th Street, South Oglesby Avenue And South Crandon Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and three (3) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between E. 88th Street, E. 89th Street, S. Oglesby Avenue and S. Crandon Avenue; also that part of the north and south roadway from a line parallel with and seventeen (17) feet south of the north line of E. 89th Street to the north line of E. 89th Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between East 98th Street, East 99th Street, South Greenwood Avenue And South Dobson Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between E. 98th Street, E. 99th Street, S. Greenwood Avenue and S. Dobson Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south

line of E. 98th Street to the south line of E. 98th Street; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between East 103rd Street, East 104th Street, South Eberhart Avenue And South Vernon Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between E. 103rd Street, E. 104th Street, S. Eberhart Avenue and S. Vernon Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet south of the north line of E. 104th Street to the north line of E. 104th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Eberhart Avenue to the west line of S. Eberhart Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of S. Vernon Avenue to the west line of S. Vernon Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between East 120th Street, East 120th Place, South Michigan Avenue And South State Street.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between E. 120th Street, E. 120th Place, S. Michigan Avenue and S. State Street; also that part of the roadway first east of S. State Street from a line parallel with and eighteen (18) feet north of the south line of E. 120th Street to the south line of E. 120th Street; also that part of the roadway second east of S. State Street from a line parallel with and eighteen (18) feet north of the south line of E. 120th street to the south line of E. 120th Street; also that part of the roadway second alley east of S. State Street from a line parallel with and eighteen (18) feet south of the north line of E. 120th Place to the north line of E. 120th Place; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between East 106th Street, East 107th Street, South Eberhart Avenue And South Vernon Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between E. 106th Street, E. 107th Street, S. Eberhart Avenue and S. Vernon Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of E. 106th Street to the south line of E. 106th Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the

west line of S. Eberhart Avenue to the west line of S. Eberhart Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of S. Vernon Avenue to the east line of S. Vernon Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 121st Street, West 122nd Street, South Eggleston Avenue And South Normal Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and one (1) new concrete catchbasin complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 121st Street (produced), W. 122nd Street, S. Eggleston Avenue and S. Normal Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of W. 122nd Street to the north line of W. 122nd Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 124th Street, West 125th Street, South Normal Avenue And South Parnell Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 124th Street, W. 125th Street, S. Normal Avenue and S. Parnell Avenue; also that part of the roadway from a line parallel with and twenty-one (21) feet north of the south line of W. 124th Street to the south line of W. 124th Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 124th Street, West 125th Street, South Perry Avenue And South LaSalle Street.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and five (5) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 124th Street, W. 125th Street, S. Perry Avenue and S. LaSalle Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of S. LaSalle Street to the east line of S. LaSalle Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 126th Street, West 127th Street, South Wallace Avenue And South Lowe Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 126th Street, W. 127th Street, S. Wallace Street and S. Lowe Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet north of the south line of W. 126th Street to the south line of W. 126th Street; also that part of the roadway from a line parallel with and twenty-three (23) feet south of the north line of W. 127th Street to the north line of W. 127th Street; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West 128th Place, West 129th Place, South Emerald Avenue And South Halsted Street.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between W. 128th Place, W. 129th Place, S. Emerald Avenue and S. Halsted Street; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 128th Place to the south line of W. 128th Place; also that part of the east and west roadway from a line parallel with and eighteen (18) feet east of the west line of S. Emerald Avenue to the west line of S. Emerald Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West Vermont Street, West 129th Place, South Morgan Street And Chicago City Limtis.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and four (4) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between W. Vermont Street, W. 129th Place, S. Morgan Street and Chicago City Limits; also that part of the first north-easterly-southwesterly alley south of W. Vermont Street from a line parallel with and fourteen (14) feet east of the west line of S. Morgan Street to the west line of S. Morgan Street; also that part of the second northeasterly- southwesterly alley south of W. Vermont Street from a line parallel with and fourteen (14) feet east of the west line of S. Morgan Street to the west line of S. Morgan Street; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West Vermont Street, West 129th Place, South Sangamon Street And South Morgan Street.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between W. Vermont Street, W. 129th Place, S. Sangamon Street and South Morgan Street; also that part of the first east and west alley north of W. 129th Place from a line parallel with and fifteen (15) feet west of the east line of S. Morgan Street to the east line of S. Morgan Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between South Archer Avenue, South Lyman Street, South Loomis Street And South Haynes Court.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the thirteen foot four inch (13'4") alley roadway between S. Archer Avenue, S. Lyman Street, S. Loomis Street and S. Haynes Court; excepting therefrom that part of the northwesterly, southeasterly alley from the southerly line of the easterly-westerly alley where it shall gradually taper from a twenty- three foot four inch (23'4") wide alley roadway to a thirteen foot four inch (13'4") wide alley roadway, twenty-five (25) feet southerly of the southerly line of the easterly-westerly alley; also that part of the roadway from a line parallel with and sixteen (16) feet southwesterly of the northeasterly line of S. Haynes Court to the northeasterly line of S. Haynes Court; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 61st Street, West 62nd Street, South Knox Avenue And South Kilpatrick Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 61st Street, W. 62nd Street, S. Knox Avenue and S. Kilpatrick Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 83rd Street, West 84th Street, South Hermitage Avenue And South Wood Street.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and one (1) new concrete catchbasin complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 83rd Street, W. 84th Street, S. Hermitage Avenue and S. Wood Street; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of S. Wood Street to the east line of S. Wood Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 86th Street, West 87th Street, South Komensky Avenue And South Karlov Avenue.

An ordinance for grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the east and west alley between W. 86th Street, W. 87th Street, S. Komensky Avenue and S. Karlov Avenue; also that part of the roadway from a line parallel with and eighteen (18) feet east of the west line of S. Komensky Avenue to the west line of S. Komensky Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 107th Street, West 108th Street, South St. Louis Avenue And South Drake Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and four (4) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 107th Street, W. 108th Street, S. St. Louis Avenue and S. Drake Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West 87th Street, West 88th Street, South Honore Street And South Winchester Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and one (1) new concrete catchbasin complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between W. 87th Street, W. 88th Street, S. Honore Street and S. Winchester Avenue; also that part of the northwesterly- southeasterly roadway from a line parallel with and nineteen (19) feet east of the west line of S. Honore Street to the west line of S. Honore Street; also that part of the east and west roadway from a line parallel with and nineteen (19) feet west of the east line of S. Winchester Avenue to the east line of S. Winchester Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alley Between Chicago Rock Island Railroad, West 90th Street, South Aberdeen Street And South May Street.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between Chicago Rock Island Railroad, W. 90th Street, S. Aberdeen Street and S. May Street; also that part of the roadway from a line parallel with and eighteen (18) feet south of the north line of W. 90th Street to the north line of W. 90th Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 89th Street, Railroad R.O.W., South Paulina Street And South Hermitage Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving a fifteen foot four inch (15'4") alley roadway, the center line being one hundred thirty-three (133') feet west of the west line of S. Paulina Street from the south line of W. 89th Street to a point three hundred fifty-two (352') feet south of the south line of W. 89th Street in the alley between W. 89th Street, Railroad R.O.W., S. Paulina Street and S. Hermitage Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 91st Street, West 92nd Street, South May Street And South Racine Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and three (3) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 91st Street, W. 92nd Street, S. May Street and S. Racine Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 91st Street to the south line of W. 91st Street; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West 97th Place, West 98th Street, South Eggleston Avenue And South Normal Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between W. 97th Place, W. 98th Street, S. Eggleston Avenue and S. Normal Avenue; also that part of the east and west roadway from a line parallel with and eighteen (18) feet west of the east line of S. Normal Avenue to the east line of S. Normal Avenue; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 99th Street, West 100th Street, South Halsted Street And South Green Street.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 99th Street, W. 100th Street, S. Halsted Street and S. Green Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Bounded By West 32nd Street, West 33rd Street, South Lawndale Avenue And South Ridgeway Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with two (2) new concrete manholes and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley in the block bounded by W. 32nd Street, W. 33rd Street, S. Lawndale Avenue and S. Ridgeway Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 32nd Street to the south line of W. 32nd Street; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West 51st Street, South Archer Avenue, South Knox Avenue And South Kilpatrick Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and one (1) new concrete catchbasin complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between W. 51st Street, S. Archer Avenue, S. Knox Avenue and S. Kilpatrick Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 51st Street to the south line of W. 51st Street; excepting therefrom the easterly leg of the easterly-westerly alley from the west line of S. Knox Avenue to the easterly line of the north and south alley produced south; in the City of Chicago, County of Cook and State of Illinois.

Alleys Between West 53rd Street, Indiana Harbor Belt Railroad, South Kilbourn Avenue And South Kolmar Avenue.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadways of the alleys between W. 53rd Street, Indiana Harbor Belt Railroad, S. Kilbourn Avenue projected south and S. Kolmar Avenue; also that part of the north and south roadway from a line parallel with and eighteen (18) feet north of the south line of W. 53rd Street to the south line of W. 53rd Street; in the City of Chicago, County of Cook and State of Illinois.

Alley Between West 56th Street, West 57th Street, South Parkside Avenue And Indiana Harbor Belt Railroad.

An ordinance for constructing a ten (10) inch tile pipe sewer with one (1) new concrete manhole and two (2) new concrete catchbasins complete--grading, paving with eight (8) inches of portland cement concrete and otherwise improving the roadway of the alley between W. 56th Street, W. 57th Street, S. Parkside Avenue and Indiana Harbor Belt Railroad; in the City of Chicago, County of Cook and State of Illinois.

BOARD OF LOCAL IMPROVEMENTS DIRECTED TO INSTITUTE PROCEEDINGS FOR ALLEY IMPROVEMENTS AT SPECIFIED LOCATIONS.

The Committee on Streets and Alleys submitted separate reports recommending that the City Council pass two proposed orders to institute the necessary proceedings for the paving of specified alleys.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

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):

Alley Bounded By East 120th Street, South Calumet Avenue, East 120th Place And South Prairie Avenue.

Ordered, That the Board of Local Improvements is hereby authorized and directed to institute the necessary proceedings for the paving with concrete of the alley bounded by E. 120th Street, S. Calumet Avenue, E. 120th Place and S. Prairie Avenue.

Portion Of Alley Located At 5253 South Kostner Avenue.

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the 16-foot alley in back of the premises located at 5253 S. Kostner Avenue.

Rules Suspended -- APPROVAL GIVEN FOR GRANT OF PRIVILEGE TO ARNIE'S CAFE.

Alderman O'Connor moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon a proposed ordinance, which grants permission to Arnie's Cafe to operate a sidewalk cafe on the public way. The motion *Prevailed.*

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

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. Permission and authority are hereby given and granted to the following named grantee(s), upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Arnie's Cafe, 1050 North State Street, 200 sq. ft. total area, Sunday through Saturday, 11:00 A.M. to 11:00 P.M., Compensation: $360.00.

Authority for the above named privilege is herein given and granted from date of passage of this ordinance to, and including, November 1, 1987.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than $1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

COMMITTEE ON ZONING.

ISSUANCE OF PERMIT AUTHORIZED FOR ERECTION OF SIGN/SIGNBOARD AT 6129 NORTH WESTERN AVENUE.

The Committee on Zoning submitted the following report:

CHICAGO, May 7, 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 order transmitted herewith (referred May 7, 1987) to authorize the issuance of a permit for the erection and maintenance of a sign/signboard.

This recommendation was concurred in by 9 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) DANNY K. DAVIS,
Chairman.

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and the said proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern Sign Company, 3257 South Harding Avenue, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6129 North Western Avenue, Dave's Pontiac;

Dimensions: length 15 feet 0 inches, height 15 feet 0 inches with a 4 foot x 4 foot logo
Height Above Grade/Roof to Top of Sign: 47 feet 0 inches
Total Square Foot Area: 237 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A 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.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report, which was, on motion of Alderman Bloom and Alderman T. Evans, *Deferred* and ordered published:

CHICAGO, May 7, 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 May 7, 1987) 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) DANNY K. DAVIS,
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. 2-L (As Amended).

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 2-L in area bounded by

a line 161 feet north of and parallel to West Harrison Street; a line 251.95 feet east of and parallel to South Leamington Avenue; West Harrison Street; and a line 198.95 feet east of and parallel to South Leamington Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing and R3 General Residence Districts symbols and indications as shown on Map No. 7-G in area bounded by

Parcel 1

from a point of beginning located at the northwest corner of Lakewood and Diversey, west 144 feet, then north 124.5 feet to the alley running parallel with Diversey, then east 144 feet to Lakewood, then south along the western boundary of Lakewood 124.5 feet to the point of beginning,

Parcel 2

from a point of beginning located at the northwest corner of West Wolfram and North Lakewood, south 125 feet to the northern border of the alley running parallel with West Wolfram, then west 48 feet, then north 125 feet to West Wolfram, and then east 48 feet to the point of beginning,

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-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. 8-J in area bounded by

a line 124.5 feet north of and parallel to West 33rd Street; the alley next east of and parallel to South Pulaski Road; West 33rd Street; and South Pulaski Road,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 9-M (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 Institutional Planned Development No. 130, B4-1 Restricted Service, and R2 Single Family Residence Districts symbols and indications as shown on Map No. 9-M in area bounded by

the alley next north of and parallel to West Addison Street; the alley next west of and parallel to North Central Avenue; a line 108 feet north of West Addison Street; North Central Avenue; a line 86.8 feet south of West Eddy Street; the alley next west of and parallel to North Central Avenue; West Eddy Street; a line 90 feet west of the alley next west of and parallel to North Central Avenue; the alley next north of and parallel to West Eddy Street; a line 120 feet west of the alley next west of and parallel to North Central Avenue; West Eddy Street; a line 150 feet west of the alley next west of and parallel to North Central Avenue; the alley next north of and parallel to West Eddy Street; a line 180 feet west of the alley next west of and parallel to North Central Avenue; West Eddy Street; a line 65.55 feet east of North Major Avenue; the alley next north of and parallel to West Eddy Street; a line 35.55 feet east of North Major Avenue; West Eddy Street; and North Major Avenue,

to those of an Institutional Planned Development No. 130, as amended, 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.

Institutional Planned Development attached to the ordinance reads as follows:

Institutional Planned Development No. 130, As Amended.

Statements.

1. The area delineated hereon as an "Institutional Planned Development No. 130, As Amended," is owned or controlled by Northwest Hospital, Inc., an Illinois not-for-profit corporation.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.

3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels or the erection of a pedestrian overpass above Addison Avenue between the Hospital and the Parking Structure shall require a separate submittal on behalf of the applicant: Northwest Hospital, Inc.

4. All applicable reviews, approvals, licenses or permits are required to be obtained by the applicant: Northwest Hospital, Inc.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accord with the 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. There shall be no parking permitted within such paved areas.

6. Use of land will consist of hospital; educational; research and medical facilities; professional offices; day care centers; skilled and intermediate care nursing home and related business uses; and parking as authorized by the Chicago Zoning Ordinance.

7. Identification and other necessary signs may be permitted; subject to review of and approval by the Department of Planning.

8. The Plan of Development includes maps and data which follow and are made an integral part hereof as required in Article 11.11-2(a) of the Chicago Zoning Ordinance. The maps and the Table of Use, Bulk and Parking Regulations, including any and all provisions which may be incorporated by reference, shall govern within the boundaries of this Planned Development.

9. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of Planning.

Institutional Planned Development No. 130, As Amended.

Planned Development Use And Bulk Regulations.

Net Site Area Square Feet	Net Site Area Acres	General Description of Land Use and Type	Max. F.A.R.	Max. % of Land Covered
219,959	5.05	Hospital, Academic, Research and Medical Facilities, Day Care Center, Skilled Nursing Facility, Professional Offices and Related Uses.	1.75	40%

The Above Noted Regulations Related 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 Development And Planning.

Gross Site Area = Net Site Area (5.05 Acres) plus Area Of Right-Of-Way of Public Streets and Alleys, (2.25 Acres) = 7.30 Acres

Maximum permitted F.A.R. for Total Net Site Area = 1.75

Population:

A. Medical and Related Uses

1.	Total Number of Beds A.) Hospital Beds 462 B.) Nursing Beds 46	508
2.	Number of Attending Docters	237
3.	Number of Employees (Maximum in one Shift)	450

Minimum number of off-street parking spaces required 648

Number of off-street parking to be provided 808

Number of off-street loading berths to be provided: 4

Minimum Periphery Setbacks

W. Addison St.	0'
W. Eddy St.	6'
N. Major Ave.	0'
N. Central Ave.	0'

Setback And Yard Requirements May Be Adjusted Where Required To Permit Conformance To The Pattern Of, Or Architectural Arrangement Related To, Existing Structures, Or When Necessary Because Of Technical Reasons, Subject To The Approval Of The Commissioner Of The Department Of Planning.

Maximum percent of land covered (for total Net Site Area) = 40% Exclusive of Parking Structures

APPLICANT: NORTHWEST HOSPITAL, INC.

DATE: October 6, 1986

REVISED: April 9, 1987

[Maps printed on pages 435 through 437 of this Journal.]

Reclassification Of Area Shown On Map No. 12-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 12-H in area bounded by

> West 51st Place; a line 123 feet west of South Hoyne Avenue; a line 320.33 feet south of West 51st Place; a line 141.87 feet west of South Hoyne Avenue; a line 486.5 feet south of West 51st Place; and a line 451 feet west of South Hoyne Avenue,

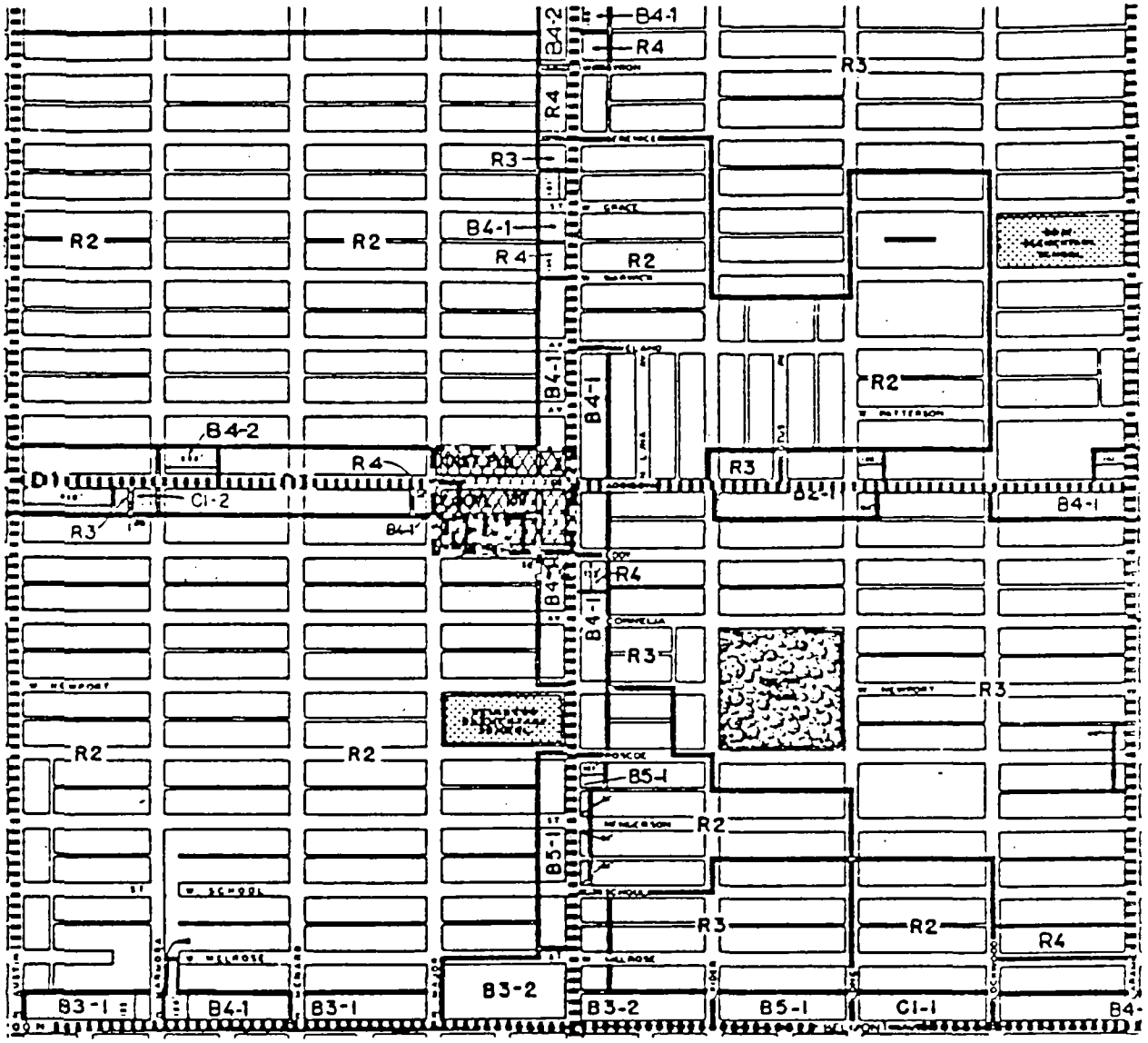
to those of a M2-4 General Manufacturing District, and a corresponding use district is hereby established in the area above described.

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. 12-J.

(Continued on page 438)

INSTITUTIONAL PLANNED DEVELOPMENT No. 130, AS AMENDED.
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

- INSTITUTIONAL PLANNED DEVELOPMENT BOUNDARY
- ZONING DISTRICT BOUNDARIES
- PREFERENTIAL STREET SYSTEM
- PUBLIC & QUASI-PUBLIC FACILITIES
- PARKS & PLAYGROUNDS

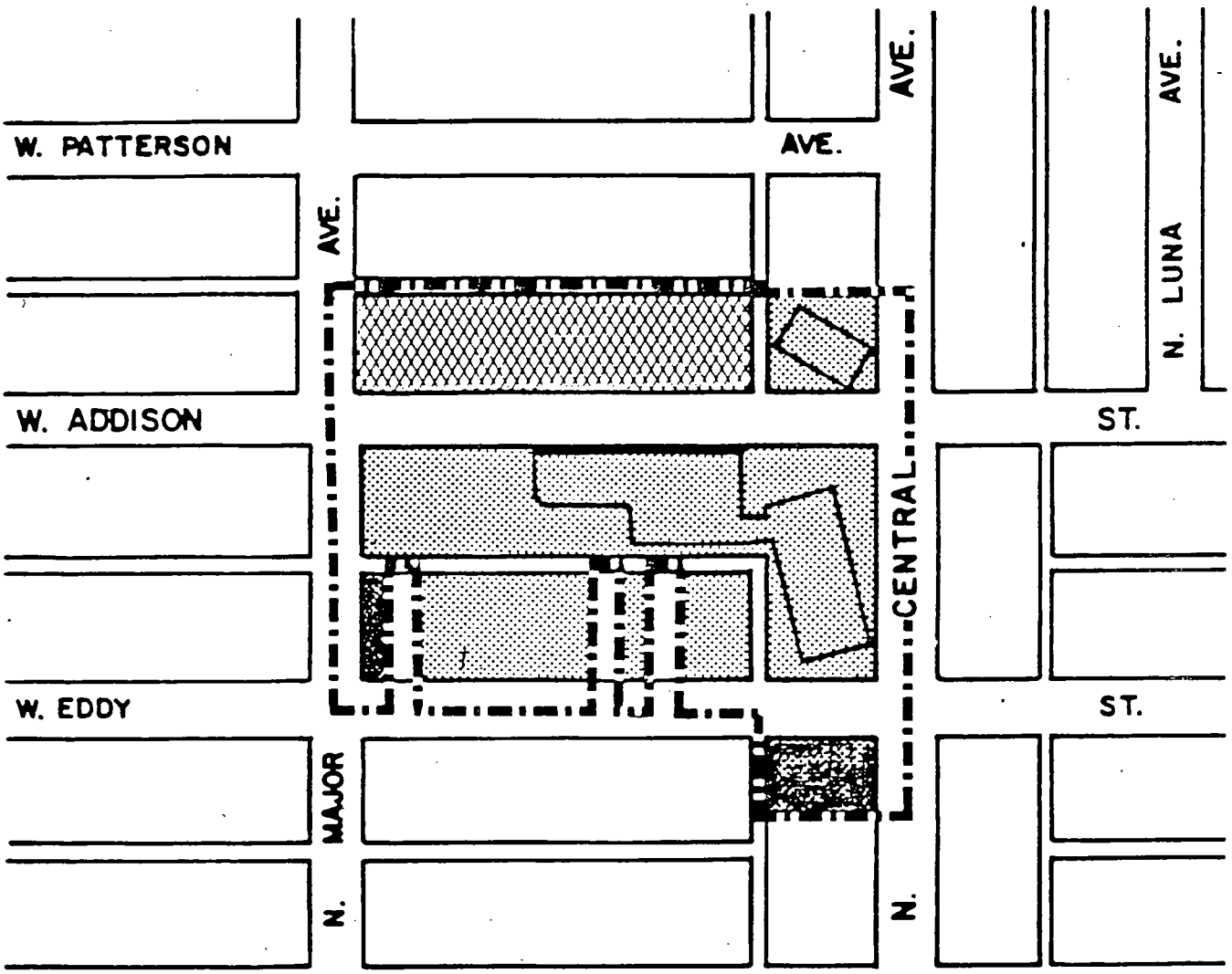
NORTH

SCALE IN FEET

APPLICANT: NORTHWEST HOSPITAL, INC.

INSTITUTIONAL PLANNED DEVELOPMENT No. 130, AS AMENDED.

GENERALIZED LAND USE PLAN



LEGEND

PLANNED DEVELOPMENT BOUNDARY

HOSPITAL, ACADEMIC, RESEARCH AND MEDICAL FACILITIES, DAY CARE CENTER, INTERMEDIATE CARE AND SKILLED NURSING HOME, PROFESSIONAL OFFICES, AND PARKING, RELATED USES.

OFF-STREET PARKING

200 0 200

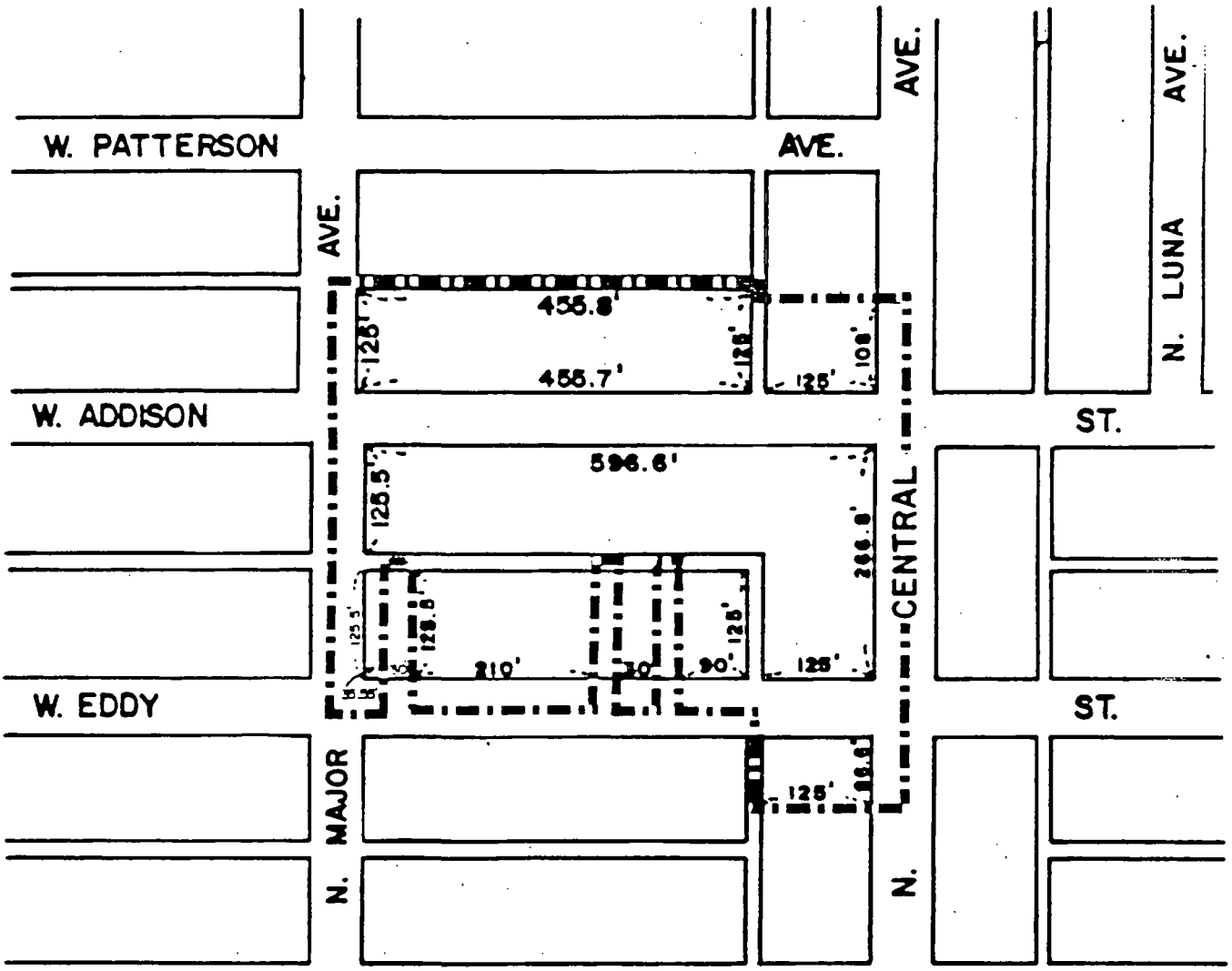
SCALE IN FEET

APPLICANT: NORTHWEST HOSPITAL, INC.

DATE: OCTOBER 6, 1986

INSTITUTIONAL PLANNED DEVELOPMENT No. 130, AS AMENDED.

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



APPLICANT: NORTHWEST HOSPITAL, INC.

DATE: OCTOBER 6, 1986

(Continued from page 434)

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 C4 Motor Freight Terminal, M1-1, and M1-2 Restricted Manufacturing, and R2 Single Family Residence Districts symbols and indications as shown on Map No. 12-J in the area bounded by

Parcel A

West 51st Street; South Harding Avenue; a line approximately 530.55 feet south of and approximately parallel to West 51st Street; South Pulaski Road; and a line beginning 142.04 feet south of West 51st Street along South Pulaski Road and extending approximately 240 feet to a point along West 51st Street 69 feet west of South Harding Avenue,

to those of a B5-3 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. 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 12-K in the area bounded by

a line 144.88 feet west of South Kilpatrick Avenue (as measured along South Archer Avenue); South Archer Avenue; South Kilpatrick Avenue; the alley next south of and parallel to South Archer Avenue; and a line 124.44 feet west of and parallel to South Kilpatrick Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 13-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. 13-N in the area bounded by

> the alley next south of and parallel to West Foster Avenue; the alley next northwesterly of and parallel to West Foster Place; a line 184.61 feet north easterly of the intersection of North Harlem Avenue and West Foster Place; West Foster Place; and North Harlem Avenue,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 13-O.

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-O in the area bounded by

> the alley first south of and parallel to West Summerdale Avenue; North Harlem Avenue; a line from a point along North Harlem Avenue 144.46 feet south of the alley first south of and parallel to West Summerdale Avenue to a point 198.73 feet west of North Harlem Avenue and 156.58 feet south of the alley first south of and parallel to West Summerdale Avenue; and a line from a point 198.73 feet west of North Harlem Avenue and 156.58 feet south of the alley first south of and parallel to West Summerdale Avenue to a point along the alley first south of and parallel to West Summerdale Avenue 205.75 feet west of North Harlem Avenue,

to those of a B5-3 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. 20-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 M1-Restricted Manufacturing District symbols and indications as shown on Map No. 20-H in the area bounded by

the alley next north of and parallel to West 79th Place; South Hoyne Avenue; West 79th Place; and a line 224.76 feet west of and parallel to South Hoyne Avenue,

to those of an R2 General Residence (as amended) District and a corresponding use district is hereby established in the area above described.

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

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The 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.

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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, Distance and Time
SOLIZ (25th Ward)	West 25th Street at 2700 (alongside on Washtenaw Avenue from a point 30 feet north of West 25th Street to a point 25 feet north thereof)--6:00 A.M. to 9:00 P.M.--no exceptions;

Alderman	Location, Distance and Time
BUTLER (27th Ward)	North Western Avenue at 700--6:00 A.M. to 6:00 P.M.--Monday through Friday;
GABINSKI (32nd Ward)	North Ashland Avenue (east side) at 1257 to 1259--7:00 A.M. to 6:30 P.M.--Monday through Saturday;
LAURINO (39th Ward)	North Cicero Avenue at 6284 to 6286--7:00 A.M. to 9:00 P.M.-- Monday through Saturday;
O'CONNOR (40th Ward)	West Peterson Avenue (south side) at 2445--8:30 A.M. to 5:30 P.M.-- Monday through Saturday;
NATARUS (42nd Ward)	East Bellevue Place (north side) at 120--at all times--7 days a week;
	North Orleans Street at 750--at all times--no exceptions;
HANSEN (44th Ward)	North Sheffield Avenue (west side) at 3114 to 3118--11:00 A.M. to 2:00 A.M.--7 days a week;
	662 West Diversey Parkway (north side) from the entrance to the alley to a point approximately 30 feet west thereof--4:30 P.M. to 1:00 A.M.--7 days a week;
STONE (50th Ward)	West Bell Avenue at 6409--9:00 A.M. to 6:00 P.M.--Monday through Saturday;
	North Western Avenue at 6243--at all times--no exceptions;
	West Lunt Avenue (south side) at 2407 to 2411--8:00 A.M. to 6:00 P.M.--Monday through Saturday.

Referred -- DISCONTINUANCE OF LOADING ZONE ON PORTION OF NORTH BELL AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to discontinue the loading zone at 6405--6409 North Bell Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way and Direction
KRYSTYNIAK (23rd Ward)	South Oak Park Avenue, from West 64th Place to West 65th Street-- southerly;
CULLERTON (38th Ward)	North Lockwood Avenue, from West Montrose Avenue to West Irving Park Road--southerly.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH LOCKWOOD AVENUE.

Alderman Hagopian (30th Ward) presented a proposed ordinance restricting the movement of vehicular traffic to a southerly direction on North Lockwood Avenue, from the first alley south of West Diversey Avenue to West Fullerton Avenue (instead of from West Diversey Avenue), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST LAWRENCE AVENUE.

Alderman Cullerton (38th Ward) presented a proposed ordinance restricting the movement of vehicular traffic to an easterly direction on West Lawrence Avenue, from North Austin Avenue to a point approximately 200 feet west thereof (instead of from North Narragansett Avenue to North Austin Avenue), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- INSTALLATION OF PARKING METERS ON PORTION OF WEST HIGGINS AVENUE.

Alderman Pucinski (41st Ward) presented a proposed order for the installation of parking meters on both sides of the 7100 block of West Higgins Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF PARKING METERS LOCATED AT 6243 NORTH WESTERN AVENUE.

Alderman Stone (50th Ward) presented a proposed order for the removal of parking meters 482-4016 and 482-4817 located in front of 6243 North Western Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to the periods specified, during the hours designated, and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance and Time
KELLAM (18th Ward)	West 82nd Place (south side) from South Pulaski Road to the first alley east thereof (approximately 125 feet), two hours--7:00 A.M. to 7:00 P.M.--Monday through Saturday;
KRYSTYNIAK (23rd Ward)	South Archer Avenue (both sides) from South Lawler Avenue to South Lavergne Avenue, one hour--9:00 A.M. to 12:00 midnight;
GILES (37th Ward)	West Division Street (north side) at 4832, one hour--7:00 A.M. to 5:00 P.M.--Monday through Saturday;
LAURINO (39th Ward)	North Kildare Avenue (east side) from West Lawrence Avenue to the first alley north thereof, two hours-- 8:00 A.M. to 6:00 P.M.--Monday through Friday;

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location and Distance
ROTI (1st Ward)	East Wacker Drive (south side) from a point 96 feet east of North Wabash Avenue to a point 115 feet east thereof;
	East Wacker Drive (lower level, south side) from a point 96 feet east of North Wabash Avenue to a point 115 feet east thereof;
	North Ogden Avenue (west side) at 532 (except for handicapped);
	West Adams Street (south side) from South Morgan Street to a point 117 feet east thereof;
	North Ogden Avenue (west side) at 532;
SAWYER (6th Ward)	South Vernon Avenue (west side) at 7312 (except for handicapped);
	East 77th Street (north side) at 1506 (except for handicapped);
	South Champlain Avenue (east side) at 7927 (except for handicapped);
	South Vernon Avenue at 7312 (1st floor)(except for handicapped);
BEAVERS (7th Ward)	South Manistee Avenue (west side) at 8420 (except for handicapped);
HUELS (11th Ward)	South Wood Street at 3442 (except for handicapped);
MADRZYK (13th Ward)	West 64th Street (north side) at 5700 (except for handicapped);
	West 66th Place at 3712 (except for handicapped);
	South Springfield Avenue (east side) from West 80th Street to the first alley north thereof--8:00 A.M. to 4:00 P.M.--Monday through Friday;

Alderman	Location and Distance
BURKE (14th Ward)	South Rockwell Street at 5544 (except for handicapped);
CARTER (15th Ward)	South Paulina Street at 6030 (except for handicapped);
LANGFORD (16th Ward)	South Throop Street at 6056--6058 (except for handicapped);
STREETER (17th Ward)	West 72nd Street at 1418 (except for handicapped);
KELLAM (18th Ward)	South Aberdeen Street (west side) at 8216 (except for handicapped);
	South Ada Street (west side) at 8510 (except for handicapped);
SHEAHAN (19th Ward)	South Washtenaw Avenue at 11014 (except for handicapped);
	South Church Street at 11259 (except for handicapped);
	South Kedzie Avenue (west side) from 11446 to West 115th Street;
GARCIA (22nd Ward)	South Christiana Avenue at 2743 (except for handicapped);
	South Sawyer Avenue at 2429 (except for handicapped);
KRYSTYNIAK (23rd Ward)	South Nashville Avenue (both sides) from West Archer Avenue to the first alley north thereof;
	South Nagle Avenue at 6012 (except for handicapped);
	South Laporte Avenue at 5148 (except for handicapped);
HENRY (24th Ward)	West Ogden Avenue at 3350 (except for handicapped);

Alderman	Location and Distance
	West Flournoy Street at 3343 (except for handicapped);
	South Christiana Avenue at 1910 (except for handicapped);
SOLIZ (25th Ward)	South Bell Avenue at 2224 (except for handicapped);
GUTIERREZ (26th Ward)	North Kedzie Avenue at 2331 (in front of driveway);
BUTLER (27th Ward)	West Walnut Street at 2932 (except for handicapped);
DAVIS (29th Ward)	North Menard Avenue at 1005 (except for handicapped);
	West Erie Street at 5960 (except for handicapped);
	West Jackson Boulevard at 5532 (except for handicapped);
HAGOPIAN (30th Ward)	North Kildare Avenue at 2343 (except for handicapped);
	North Keeler Avenue at 2017 (except for handicapped);
	North Laramie Avenue (west side) at 2216 (except for handicapped);
GABINSKI (32nd Ward)	West Beach Avenue at 1724 (except for handicapped);
MELL (33rd Ward)	North Troy Street at 3927 (except for handicapped);
	North Kedzie Avenue (west side) from West Wellington Avenue to a point approximately 35 feet north thereof;
KOTLARZ (35th Ward)	North Tripp Avenue (west side) at 3626 (except for handicapped);

Alderman	Location and Distance
	North Kildare Avenue (east side) at 4223 (except for handicapped);
	North Harding Avenue (east side) at 2945 (except for handicapped);
	North Keeler Avenue at 2452 (except for handicapped);
BANKS (36th Ward)	North Osceola Avenue (west side) at 3528 (except for handicapped);
	North Rutherford Avenue (east side) at 3007 (except for handicapped);
	North Parkside Avenue (east side) at 2943 (except for handicapped);
	North Rutherford Avenue at 3007 (except for handicapped);
GILES (37th Ward)	West Cermak Road at 3615 (except for handicapped);
	West Ohio Street (north side) at 5034 (except for handicapped);
CULLERTON (38th Ward)	West Melrose Avenue at 5715 (except for handicapped);
LAURINO (39th Ward)	North Larned Avenue at 5250 (except for handicapped);
O'CONNOR (40th Ward)	West Lawrence Avenue (north side) from a point 122 feet west of North Campbell Avenue to a point 44 feet west thereof;
	North Ashland Avenue at 5215 (except for handicapped);
	North Rockwell Street (west side) at 5918 (except for handicapped);
	West Winnemac Avenue (south side) at 2429 (except for handicapped);
	North Campbell Avenue (east side) at

Alderman	Location and Distance
	5643--Apt. 1 (except for handicapped);
PUCINSKI (41st Ward)	West Bryn Mawr Avenue (north side) at 8500 block;
NATARUS (42nd Ward)	West Hubbard Street (south side) from North LaSalle Street to a point 100 feet west thereof;
EISENDRATH (43rd Ward)	North Orleans Street at 1816 (except for handicapped);
	North Burling Street at 1707 (except for handicapped);
	North Wayne Avenue at 2529 (except for handicapped);
	Saint James Place (north side) from the main entrance to Columbus Hospital to the corner;
	West Deming Place at 428;
	Saint James Place (north side) in front of the secondary entrance to the hospital (opposite 431);
HANSEN (44th Ward)	West Newport Avenue at 1029 (except for handicapped);
	North Lakewood Avenue at 3315 (except for handicapped);
LEVAR (45th Ward)	West Leland Avenue (north side) from a point 155 feet west of North Milwaukee Avenue to a point 85 feet west thereof;
OSTERMAN (48th Ward)	North Broadway at 4850;
STONE (50th Ward)	West Jerome Street at 3028.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS ON PORTION OF NORTH WESTERN AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to prohibit the parking of vehicles on both sides of North Western Avenue from West Devon Avenue to West Howard Street from 9:00 P.M. to 6:00 A.M. on Monday through Sunday, which was *Referred to the Committee on Traffic Control and Safety.*

DISCONTINUANCE OF PARKING PROHIBITION ON PORTION OF NORTH CAMPBELL AVENUE.

Alderman Hansen, for Alderman Schulter (47th Ward), presented a proposed ordinance to discontinue the prohibition against the parking of vehicles during specified hours, on the east side of North Campbell Avenue from West Addison Street to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety.*

AMENDMENT OF PARKING PROHIBITION ON PORTION OF NORTH RIDGE BOULEVARD.

Alderman Stone (50th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the west side of North Ridge Boulevard from West Loyola Avenue to West Pratt Boulevard from 6:00 A.M. to 6.00 P.M. except Saturdays, Sundays and holidays (by inserting Saturdays, Sundays and holidays), which was *Referred to the Committee on Traffic Control and Safety.*

AMENDMENT OF PARKING PROHIBITION ON PORTION OF SOUTH LINDER AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles on both sides of South Linder Avenue from South Archer Avenue to the first alley north thereof from 7:00 A.M. to 9:00 A.M. on Monday through Saturday (instead of on Monday through Friday), which was *Referred to the Committee on Traffic Control and Safety.*

AMENDMENT OF PARKING PROHIBITION ON WEST DIVERSEY AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance amending the prohibition of parking in front of 330 West Diversey Avenue from "no parking any time" to "tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

DISCONTINUANCE OF RESIDENT PARKING PERMIT ZONE ON PORTION OF SOUTH CLYDE AVENUE.

Alderman Bloom (5th Ward) presented a proposed ordinance to discontinue the resident permit parking zone on both sides of South Clyde Avenue from East 73rd Street to East 75th Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances designating specified locations as service drives and also to permit diagonal parking in said locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
KRYSTYNIAK (23rd Ward)	South New England Avenue (west side) from West Archer Avenue to the first alley north thereof--1 hour-- 8:00 A.M. to 8:00 P.M.--Sunday through Saturday;
GABINSKI (32nd Ward)	West Montana Street alongside of 2425 North Ashland Avenue (from Ashland Avenue to the first alley east thereof);
PUCINSKI (41st Ward)	West Seminole Avenue (south side) between North Mobile Avenue and a point approximately 165 feet east thereof.

Referred -- SPEED LIMITATION ESTABLISHED ON PORTION OF SOUTH WENTWORTH AVENUE.

Alderman Roti (1st Ward) presented a proposed ordinance to limit the speed of vehicles to 25 miles per hour on South Wentworth Avenue from West 26th Street to West Cermak Road, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROPOSED STUDY REGARDING EXTENSION OF EXISTING NO PARKING ZONE AT 1401 SOUTH CALIFORNIA AVENUE.

Alderman Soliz (25th Ward) presented a proposed order to study the feasibility of extending the existing no parking zone at the Schwab Rehabilitation Center, at 1401 South California Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones 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
ROTI (1st Ward)	South Wacker Drive (both sides of service drive/lower level) from West Van Buren Street to North Post Place--at all times;
	South Franklin Street (east side) from West Adams Street to a point 130 feet south thereof;
MADRZYK (13th Ward)	South Central Park Avenue (east side of tracks) from West 63rd Place north to West 63rd Street (both sides)--at all times;
KRYSTYNIAK (23rd Ward)	West 51st Street (south side) from South Keeler Avenue to the first alley south thereof--at all times;
CULLERTON (38th Ward)	North Neenah Avenue (west side) from a point 155 feet south of West Irving Park Road to a point 25 feet south thereof--at all times;
NATARUS (42nd Ward)	East Walton Street at 233--at all times;
HANSEN (44th Ward)	West Hawthorne Place (south side) at 525;
	North Dayton Street (east side) from a point 120 feet north of West Belmont Avenue to a point 30 feet north thereof.

Referred -- ESTABLISHMENT OF RESIDENT PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish resident permit parking zones at the hours and locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
STREETER (17th Ward)	6700 and 6800 blocks of South Lafayette Avenue--at all times;
SHEAHAN (19th Ward)	West 94th Street from South Longwood Drive east to the railroad tracks (both sides)--6:00 A.M. to 6:00 P.M.--Monday through Friday;
	South Wood Street (west side) from West 101st Place--at all times;
MELL (33rd Ward)	North Gresham Avenue (both sides) in the 2900 and 3000 blocks--at all times;
KOTLARZ (35th Ward)	West Cuyler Avenue (both sides) from North Spaulding Avenue to North Kimball Avenue--at all times;
	West Belle Plaine Avenue (both sides) from 2016 to 4047--at all times;
	North Harding Avenue (both sides) between West Addison Street and North Avondale Avenue;
CULLERTON (38th Ward)	5729 West Eddy Street--at all times;
PUCINSKI (41st Ward)	7000 block of West Summerdale Avenue (both sides) from North Mont Clare Avenue to North Nottingham Avenue;
	North Onarga Avenue between North Oxford Avenue and North Oliphant Avenue;
NATARUS (42nd Ward)	North Wieland Avenue (both sides) from West Schiller Street to West North Avenue.

Referred -- PROPOSED STUDY REGARDING INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS.

Alderman Cullerton (38th Ward) presented a proposed order to study the feasibility of installing automatic traffic control signals with a walk signal at the intersection of West

Addison Street and North Sayre Avenue, 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
ROTI (1st Ward)	East Balbo Avenue (south side) from a point 100 feet west of South Michigan Avenue to a point 75 feet west thereof--"Bus Stand--No Parking";
RUSH (2nd Ward)	East 33rd Place and South Cottage Grove Avenue on the west and east side of South Cottage Grove Avenue--"No Outlet";
	East 33rd Street and South Rhodes Avenue--"2-Way Stop";
BLOOM (5th Ward)	East 53rd Street and South Cornell Avenue--"4-Way Stop";
	East 68th Street and South Clyde Avenue--"Stop";
SAWYER (6th Ward)	South King Drive at East 85th Street--"Stop";
CALDWELL (8th Ward)	South Chappel Avenue and East 82nd Street--"Stop";
	East End Avenue and East 83rd Street--"2-Way Stop";
	East 84th Street and South Oglesby Avenue--"2-Way Stop";
SHAW (9th Ward)	East 107th Street and South Forest Avenue--"4-Way Stop";

Alderman	Location and Type of Sign
	East 122nd Street and South State Street--"4-Way Stop";
VRDOLYAK (10th Ward)	East 104th Street at South Avenue H--"Stop";
	East 107th Street and South Avenue H--"All Way Stop";
	Intersections of East 129th Street and South Escanaba Avenue and East 129th Street and South Muskegon Avenue--"Stop";
HUELS (11th Ward)	West 45th Street and South Union Avenue (all four corners)--"No Turn On Red";
MADRZYK (13th Ward)	West 64th Street at South Latrobe Avenue--"Stop";
	West 72nd Street and South Avers Avenue--"4-Way Stop";
	West 72nd Street and South Hamlin Avenue--"4-Way Stop";
BURKE (14th Ward)	West 64th Place and South Homan Avenue--"Stop";
	West 64th Street and South Homan Avenue--"3-Way Stop";
LANGFORD (16th Ward)	West 58th Street and South Loomis Avenue--"Stop";
	West 61st Street at South Laflin Avenue--"Stop";
	West 66th Street and South Bishop Avenue--"Stop";
	West 70th Street and South Morgan Avenue--"Stop";
STREETER (17th Ward)	West 72nd Street and South Ada Street--"4-Way Stop";

Alderman	Location and Type of Sign
	West 73rd Street and South Ada Street--"3-Way Stop";
KELLAM (18th Ward)	Intersection of West 79th Street and South Damen Avenue (all four corners)--7:00 A.M. to 7:00 P.M.-- "No Turn on Red";
	West 79th Street and South Kostner Avenue (all four corners)--7:00 A.M. to 7:00 P.M.--"No Right Turn";
	West 81st Street and South Kilpatrick Avenue--"4-Way Stop";
SHEAHAN (19th Ward)	South Trumbull Avenue at West 105th Street--"Stop";
	West 110th Street and South California Avenue--"Stop";
	West 112th Street and South Troy Street --"4-Way Stop";
	West 114th Place and South Millard Avenue--"Stop";
	West 117th Place and South Central Park Avenue--"Stop";
J. EVANS (21st Ward)	West 91st Street and South Paulina Street--"3-Way Stop";
	West 92nd Street and South Justine Street--"3-Way Stop";
	West 92nd Street and South Marshfield Avenue--"3-Way Stop";
	West 100th Street and South State Street--"4-Way Stop";
GARCIA (22nd Ward)	South Central Park Avenue and West 28th Street--"2-Way Stop";

Alderman	Location and Type of Sign
	South Kedzie Avenue at West 28th Street--"Stop";
	West 25th Place and South Karlov Avenue--"2-Way Stop";
	West 28th Street at South Homan Avenue--"Stop";
	West 30th Street and South Homan Avenue--"4-Way Stop";
KRYSTYNIAK (23rd Ward)	Entrances to the east-west and north-south alley bounded by South Archer Avenue, West 51st Street, South Keating Avenue and South Cicero Avenue--"Through Traffic Prohibited";
	South Kildare Avenue at West 49th Street--"Stop";
	West 51st Street and South Lorel Avenue--"Stop";
	West 60th Street and South Oak Park Avenue--"Stop";
SOLIZ (25th Ward)	South Washtenaw Avenue and West 15th Place--"Stop";
	West 21st Street and South Fairfield Avenue--"4-Way Stop";
GUTIERREZ (26th Ward)	North California Avenue and West Thomas Street--"3-Way Stop";
	West Thomas Street and North California Avenue--"Stop";
	Entrance to the first alley east of North Western Avenue to West Wabansia Avenue--"Do Not Enter";
DAVIS (29th Ward)	West Jackson Boulevard (south side) from P/L of South Lockwood Avenue to a

Alderman	Location and Type of Sign
	point 50 feet thereof NP left arrow--"No Parking Anytime";
	West Madison Street at 5810--"No Parking";
	South Mason Avenue from 1149 to 1155--"No Parking Anytime";
	West North Avenue from 5857 to 5859--"No Parking";
GABINSKI (32nd Ward)	West Dickens Avenue and North Winchester Avenue--"4-Way Stop";
	West Dickens Avenue and North Wolcott Avenue--"4-Way Stop";
	West Shakespeare Avenue at North Leavitt Street--"Stop";
MELL (33rd Ward)	West Barry Avenue and North Central Park Avenue--"4-Way Stop";
	West Cornelia Avenue and North Whipple Street--"4-Way Stop";
	Entrances to the first alley west of North Francisco Avenue of the 2700 block--"Thru Traffic Prohibited";
	North Francisco Avenue and West Waveland Avenue--"Stop";
	West Waveland Avenue and North Mozart Street--"Stop";
KOTLARZ (35th Ward)	North Harding Avenue and West Altgeld Street--"Stop";
	North Harding Avenue and West Waveland Avenue--"2-Way Stop";
	West Waveland Avenue and North Springfield Avenue--"2-Way Stop";

Alderman	Location and Type of Sign
BANKS (36th Ward)	North Newcastle Avenue and West Altgeld Street--"3-Way Stop";
GILES (37th Ward)	West Augusta Boulevard and North Pine Avenue--"3-Way Stop";
	North Laramie Avenue and West Fulton Street--"2-Way Stop";
	North Leamington Avenue and West Ohio Street--"4-Way Stop";
	North Leclaire Avenue and West Ferdinand Street--"4-Way Stop";
CULLERTON (38th Ward)	West Addison Street and North Sayre Avenue--"No Turn On Red--7:00 A.M. to 7:00 P.M.";
	West Eddy Street and North Major Avenue--"Stop";
	West Newport Avenue at intersection of North Marmora Avenue--"Stop";
	West Sunnyside Avenue and North Mulligan Avenue--"4-Way Stop";
	West Waveland Avenue (one-way street/easterly) and North Linder Avenue--"3-Way Stop";
LAURINO (39th Ward)	North Kedvale Avenue, at the intersection of West Ainslie Street--"Stop";
	North Tripp Avenue, at the intersection of West Ainslie Street--"Stop";
O'CONNOR (40th Ward)	West Cullom Avenue (one-way street/easterly) and North California Avenue--"3-Way Stop";
PUCINSKI (41st Ward)	North Delphia Avenue and West Catherine Avenue--"4-Way Stop";

Alderman	Location and Type of Sign
	7100 block of West Higgins Avenue (both sides)--"1-Hour Parking";
NATARUS (42nd Ward)	East Goethe Street and inner North Lake Shore Drive--"No Turn On Red";
EISENDRATH (43rd Ward)	West Fullerton Parkway and North Orchard Street--"4-Way Stop":
HANSEN for *SCHULTER* (47th Ward)	West Cornelia Avenue and North Wolcott Avenue (stopping westbound traffic on Cornelia)--"Stop";
	West Henderson Street and North Wolcott Avenue (stopping westbound traffic on Henderson)--"Stop";
STONE (50th Ward)	West Touhy Avenue and North Damen Avenue--"3-Way Stop";
	At 6933, 7033 and 7141 North Kedzie Avenue--"Pedestrian Crossing".

Referred -- WEIGHT LIMITATIONS ESTABLISHED ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented three proposed ordinances to fix a weight limitation of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
KELLAM (18th Ward)	West 80th Street, from South Ashland Avenue to South Racine Avenue;
SHEAHAN (19th Ward)	West 106th Street, from South Pulaski Road to South Hamlin Avenue;
GARCIA (22nd Ward)	South Kolin Avenue, from West Cermak Road to West 26th Street.

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented six proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN HUELS (11th Ward):

To classify as an R4 General Residence District instead of a Cl-2 General Commercial District the area shown on Map No. 6-F bounded by

West 26th Street; South Lowe Avenue; 1st alley north of 26th Street; and a line 138.0 feet east of South Lowe Avenue.

To classify as an R4 General Residence District instead of an Ml-2 Restricted Manufacturing District the area shown on Map No. 8-F bounded by

a line 409.2 feet south of and parallel to the center line of West 33rd Street; the center line of South Parnell Avenue; a line 597.3 feet south of and parallel to the center line of West 33rd Street; and the center line of the alley east of and parallel to South Parnell Avenue.

To classify as an R4 General Residence District instead of an Ml-2 Restricted Manufacturing District the area shown on Map No. 8-F bounded by

a line 376.2 feet south of and parallel to West 33rd Street; the center line of South Parnell Avenue; a line 564.3 feet south of and parallel to West 33rd Street; and the center line of the alley east of and parallel to South Parnell Avenue.

BY ALDERMAN GABINSKI (32nd Ward):

To classify as a C2-2 General Commercial District instead of an Ml-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

North Janssen Avenue; West Webster Avenue; and a line from a point at the northeast corner of the intersection of West Webster Avenue and North Clybourn Avenue to a point 85.5 feet north of West Webster Avenue as measured along the west line of North Janssen Avenue.

BY ALDERMAN LAURINO (39th Ward):

To classify as a B3-2 General Retail District instead of an R4 General Residence District the area shown on Map No. 13-J bounded by

a line 180 feet north of West Lawrence Avenue; North Kimball Avenue; a line 130 feet north of West Lawrence Avenue; and the alley next west of North Kimball Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST THE CITY OF CHICAGO.

The aldermen named below presented 81 proposed claims against the City of Chicago for the claimants named, as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
ROTI (1st Ward)	C. Briatta;
EVANS (4th Ward)	1345 East Madison Park Condominium Association;
	1348--1350 Hyde Park Condominium Association;
	Narragansett Condominium Association;
	Powhatan Building Corporation;
	5000 East End Building Corporation;
	5000 Cornell Condominium Association;
	5009--5011 South Dorchester Condominium Association;
	Cornell Village Townhouse Association;
	Cornell Village Tower;
	Goodfriend Condominium Association;
	Ellis Cooperative;
BLOOM (5th Ward)	Oxford Homes Condominium Association;
	Paxton Arms Condominium Association;
	5435--5437 Condominium Association;

Alderman	Claimant
BEAVERS (7th Ward)	Wayne Brown;
CALDWELL (8th Ward)	Thomas S. Davis;
VRDOLYAK (10th Ward)	Fred Dicera;
	Hegewisch Condominium Association;
BURKE (14th Ward)	Andrew J. Borkowski;
	Edward Ulrich;
KELLAM (18th Ward)	John W. McGuire;
SHEAHAN (19th Ward)	Robert F. Kill;
	Gallery Condominium Association;
KRYSTYNIAK (23rd Ward)	Michael Accetturo;
	Frank Bartman;
	Nicolas Mazurowski;
	Massasoit Condominium Association;
	6710 West 64th Place Corporation Association;
DAVIS (29th Ward)	L. Elizabeth Scott;
GABINSKI (32nd Ward)	Cortez Condominium Association;
BANKS (36th Ward)	2151 North Harlem Association;
	2155 North Harlem Avenue Building Association;

Alderman	Claimant
	6555 West Belmont Condominium Association (2);
O'CONNOR (40th Ward)	Balmoral Plaza Condominiums;
	Rosehill Condominium Association;
PUCINSKI (41st Ward)	Birch Tree Manor Unit 4 Association;
	Birch Tree Manor No. 5;
	Edison Park Place Condominium Association;
	6005--6009 North Neola Condominium Association;
	6853--6855 North Olmsted Condominium Incorporated;
	Birch Tree Manor No. 2 Condominium Association (2);
	Birch Tree Manor Association No. 3;
	Foster Condominium Association;
	5223 Condominium Association;
	5241 North East River Road Association;
NATARUS (42nd Ward)	Walton Street Apartments 227 East Walton Condominium Association;
	Carl Sandburg Village Association No. 7;
	The 1550 North State Parkway Condominium Association;
HANSEN (44th Ward)	Kenmore Townhouse Condominium Association;

Alderman	Claimant
	731--733 West Briar Condominium Association;
	817 George Condominium Association;
	Belmont Harbor I Condominium Association;
	3470 North Lake Shore Drive Condominium Association;
LEVAR (45th Ward)	Gunnison Point Condominium Association;
SHILLER (46th Ward)	3900 Lake Shore Drive Condominium Association (2);
	914 West Waveland Condominium Association;
	710--714 West Cornelia Condominium Association;
	3825 Condominium Association;
OSTERMAN (48th Ward)	Balmoral-Kenmore Condominium Association;
	Elmdale Condominium Association;
	Estates on Gunnison Condominium Association;
	East Point Condominium;
	5453--5455 North Kenmore Condominium Association;
	Ainslie Park Condominiums;
ORR (49th Ward)	Jarvis On The Lake Condominium Association;

Alderman	Claimant
	North Glen Condominium Association;
	6621 North Magnolia Condominium Association;
	Pratt Shore Condominium Association;
	Lake Manor Apartment Building Corporation;
STONE (50th Ward)	Barry Arthur Markus;
	Jeong Y. Yoo;
	2041--2043 West Farwell Avenue Condominium Association;
	Fitch Park Condominium Association;
	Hamilton House Condominium Association;
	Twin Gables Condominium Association;
	Park Manor Condominium Association;
	Oakley Place Condominium.

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4. UNCLASSIFIED MATTERS

(Arranged In Order According To Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

Referred -- AMENDMENT OF ORDINANCE FOR VACATION OF SPECIFIED PUBLIC ALLEY.

A proposed ordinance to amend the vacation ordinance previously passed by the City Council on October 6, 1986, C.J.P. pp. 34815--34816, for the vacation of that part of North Holden Court between North State Street and North Wabash Avenue, by further extending the time period for the recording of said ordinance to six months and substituting "12 months" for the 90-day reference within Section 2, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PORTIONS OF SUNDRY STREETS CLOSED TO TRAFFIC FOR VARIOUS PURPOSES.

Also, seven proposed orders to close to traffic portions of sundry streets for the designated purposes, which were *Referred to the Committee on Beautification and Recreation*, as follows:

South Dearborn Street, between West Adams Street and West Jackson Boulevard, on Monday, May 18, 1987, from 11:00 A.M. to 2:00 P.M., for purposes of setting up equipment in conjunction with National Tourism Week;

Portions of Michigan Avenue, Wacker Drive, Wabash Avenue and Lake Street, on Sunday, May 24, 1987, from 12:30 P.M. to 4:30 P.M., to hold the Nabisco--Mayor's Cup Bicycle Race;

West Madison Street, between Clinton Street and Canal Street, on Thursday, April 16, 1987, from 4:30 P.M. to 6:30 P.M., in conjunction with a special LOTTO-7 festival;

Columbus Drive, from East Monroe Street to East Jackson Boulevard, on Monday, May 4, 1987, from 9:30 A.M. to 2:30 P.M., for inaugural ceremonies;

Portions of South Columbus Drive and the adjoining sidewalks, East Monroe Street and East Jackson Boulevard, on September 11 through September 14, 1987, to conduct a Mexican Fiesta;

Portions of South LaSalle Street and West Quincy Street, on Thursday, July 16, 1987, to conduct the 16th Annual LaSalle Street Dinner Dance;

Portions of West Desplaines Street and West Adams Street, on Thursday, July 23 through Sunday, July 26, 1987, in conjunction with the World's Largest Block Party.

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION OF NORTH COLUMBUS DRIVE.

Also, a proposed ordinance to establish a bus stand on the intermediate level of North Columbus Drive, from a point 35 feet south of the south property line of South Water Street to a point 150 feet south thereof, which was *Referred to the Committee on Local Transportation.*

Referred -- ESTABLISHMENT OF TAXICAB STANDS 476 AND 572.

Also, two proposed ordinances to establish the taxicab stands listed below, which were *Referred to the Committee on Local Transportation*, as follows:

Taxicab stand 476--On South Franklin Street, along the west curb, from a point 20 feet south of the south building line of West Adams Street to a point 60 feet south thereof, for three vehicles;

Taxicab stand 572--On West Madison Street, along the south curb, from a point 56 feet five inches west of the west building line of South LaSalle Street to a point 55 feet west thereof, for three vehicles.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS.

Also, seventeen proposed ordinances to grant permission and authority to the below named organizations, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank and Trust Company, as trustee under trust number 64020--to construct, maintain and use four flagpoles adjacent to its premises at 225 West Monroe Street;

ARA Services--to maintain and use as now constructed a one-story covered bridge adjacent to its premises at 2334 South Michigan Avenue;

Bank Hapoalim B.M.--to construct, maintain and use a vaulted sidewalk area adjacent to its premises at 174 North Michigan Avenue;

Camsal, Incorporated--to maintain and use a vaulted area in the public way adjacent to its premises at 28 East Jackson Boulevard;

Carter's Nationally Famous Jewelers, Incorporated--to maintain and use as now installed, a double-faced time and temperature clock over the public way adjacent to its premises at 2 South State Street;

Chicago Title and Trust Company, as trustee under trust number 52234--to maintain and use as now constructed, subsurface vault space adjacent to its premises at 624 South Michigan Avenue;

Chicago Title and Trust Company, as trustee under trust number 1088816--to construct, maintain and use a 30-foot by 20-foot vaulted area under the public way adjacent to its premises at 1020 South Wabash Avenue;

DePaul University--to maintain and use as now constructed, a vaulted sidewalk area adjacent to its premises at 243 South Wabash Avenue;

Edmar Foods, Incorporated--to maintain and use as now constructed, a loading dock area located in the public way in the east-west 20-foot alley at the rear of the premises at 1600 West Superior Street;

Five North Wabash Limited Partnership--to maintain and use as now constructed, a loading platform adjacent to its premises at 5 North Wabash Avenue;

Five North Wabash Building Limited Partnership--to construct, maintain and use a vaulted area under the public way adjacent to the premises at 5 North Wabash Avenue;

Hunt Ridge Bar and Grill, Incorporated--to construct, maintain and use a catch basin adjacent to its premises at 1458 West Taylor Street;

Illinois Bell Telephone Company--to maintain and use a steam system under and across the north-south public alley between South Federal Street and South Clark Street; to maintain and use as now constructed, two manholes, an 18-inch cast iron conduit and a 10-inch cast conduit under and across North Franklin Street and West Washington Street; to maintain and use a Commonwealth Edison Service vault located at 3201 West 61st Street; and to maintain and use a tunnel under and across the east-west and north-south alleys connecting the rear of the premises at 208 West Washington Street and 225 West Randolph Street;

LaSalle National Bank and Trust Company, as trustee under trust number 103639--to construct, maintain and use a vaulted area under the public way adjacent to the premises at 417-421 South Dearborn Street;

Joseph Lifschitz and Sons, Incorporated--to maintain and use as now installed, one 10-inch I-beam adjacent to its property at 928 West Fulton Street;

LURW Partnership--to construct, maintain and use a 40-foot by 19-foot vaulted area under the public way adjacent to the premises at 407 South Dearborn Street;

Sorg Printing Company of Illinois--to maintain and use as now constructed, a loading platform adjacent to its premises at 656 West Washington Boulevard.

Referred -- APPROVAL OF PLAT OF RESUBDIVISION ON PORTION OF SPECIFIED PUBLIC WAY.

Also, a proposed ordinance authorizing and directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions to approve a plat of Claudia's Resubdivision at the northeast corner of South Ada Street and West Lexington Street, having a frontage of 165.07 feet along the north line of West Lexington Street and a depth of 140.07 feet, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS TO HOLD FASHION SHOWS, CARNIVAL AND STREET FAIR AT SPECIFIED LOCATIONS.

Also, three proposed orders for the issuance of permits to the organizations and individual listed to hold various events, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Greater State Street Council--to conduct two fashion shows on East Madison Street, from Wabash Avenue to State Street, from 7:00 A.M. to 2:00 P.M. on Wednesday, April 22, 1987; and on the sidewalk adjacent to 1 South State Street, from the center doors to the rotunda entrance, from 12:00 Noon to 2:30 P.M. on Saturday, April 25, 1987;

McDermott or Mas Amusement Company--to conduct a carnival on North Elizabeth Street, from West Grand Avenue to West Race Street, for the period April 23 through May 4, 1987;

Bette Cerf Hill--to conduct the 3rd Annual Printers Row Book Fair on portions of South Dearborn Street and West Polk Street, for the period of June 20 and 21, 1987.

Referred -- CLOSURE OF PORTION OF SOUTH FRANKLIN STREET TO VEHICULAR TRAFFIC FOR UNVEILING OF AMERICAN TELEPHONE AND TELEGRAPH CORPORATE CENTER.

Also, a proposed order to close to traffic South Franklin Street, from West Adams Street to West Monroe Street, for the period April 26 through April 29, 1987 for the unveiling of the American Telephone and Telegraph Corporate Center, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR OPERATION OF NEWSSTANDS AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the individuals listed below for the operation of newspaper stands in compliance with the Chicago Municipal Code, which were *Referred to the Committee on Streets and Alleys*, as follows:

Leroy Kellum--to operate a newsstand on the northeast corner of South Loomis Street and West 14th Street for seven days a week;

McCauley C. Long--to operate a newsstand on the southwest corner of South Jefferson Street and West Jackson Boulevard for five days a week.

Referred -- GRANTING OF PERMISSION TO INSTALL PLANTERS AT 140 SOUTH WELLS STREET.

Also, a proposed order authorizing and directing the Commissioner of Public Works to grant permission to Stuart's Restaurant for the installation of two planters, 20 inches in diameter and 24 inches in height, in front of the premises at 140 South Wells Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Also, thirty-nine proposed orders for the issuance of permits to the organizations 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:

American National Bank, under trust number 21234--to construct, maintain and use two canopies at 326 North Michigan Avenue;

Anderson, Incorporated--to construct, maintain and use a canopy at 1132 South Jefferson Street;

Associates Joint Venture (Essex Inn)--to construct, maintain and use a canopy at 800 South Michigan Avenue;

Eddie Bauer, Incorporated--to maintain and use an existing canopy at 123 North Wabash Avenue;

Blackstone Hotel Limited--to maintain and use an existing canopy at 636 South Michigan Avenue;

Capricio Investments, Incorporated--to maintain and use an existing canopy at 207 West Lake Street;

Chicago Loop Synagogue--to maintain and use an existing canopy at 16 South Clark Street;

Chicago Methodist Episcopal Church Aid Society--to maintain and use an existing canopy at 33 North Clark Street;

Chicago Theatre Restoration Association--to maintain and use three existing canopies at 171--175 North State Street;

Chicago Truck and Leather Works, Incorporated--to maintain and use an existing canopy at 12 South Wabash Street;

Alex Dana--to maintain and use an existing canopy at 1500 West Taylor Street;

Dearborn Theatres, Incorporated--to maintain and use an existing canopy at 180 North Dearborn Street;

D'Last Photography Studio, Incorporated--to maintain and use an existing canopy at 18 West Jackson Boulevard;

Economy Folding Box Corporation--to maintain and use an existing canopy at 2601--2659 South LaSalle Street;

Fixler Corporation, doing business as Dear's Cafe--to maintain and use two existing canopies at 167 North State Street;

Allen R. Freeman, doing business as McDonald's--to maintain and use an existing canopy at 220 North Michigan Avenue;

Fulton-Green Building--to maintain and use an existing canopy at 219 North Green Street;

Jan Drakes Garden Cafe--to maintain and use an existing canopy at 30 North Wabash Avenue;

Karoll's Men's Furnishings Incorporated--to maintain and use an existing canopy at 32 North State Street;

Angelo Hara Lampus, doing business as Round The Clock--to construct, maintain and use a canopy at 9 West Madison Street;

Levy Tower Limited Partnership--to construct, maintain and use a canopy at 20 North Michigan Avenue;

Marshall Field and Company--to maintain and use four existing canopies at 124 North Wabash Avenue;

Mategrano's Restaurant, Incorporated--to maintain and use an existing canopy at 1321 West Taylor Street;

Metropolitan Three Illinois Center--to maintain and use an existing canopy at 303 East Wacker Drive;

Georgia Paps and Katina Anagnost--to construct, maintain and use a canopy at 320--322 South Halsted Street;

Pets Calvert Corporation--to maintain and use an existing canopy at 2 South Water Market;

Plitt Theatres, Incorporated--to maintain and use an existing canopy at 45 West Randolph Street;

Randolph Flower Shop--to construct, maintain and use a canopy at 59 East Lake Street;

Randolph Tower Building Limited Partnership--to maintain and use an existing canopy at 188 West Randolph Street;

Rodity's Restaurant, Incorporated--to maintain and use an existing canopy at 222 South Halsted Street;

Sherwood Conservatory of Music--to maintain and use an existing canopy at 1014 South Michigan Avenue;

The Ironwood Corporation--to maintain and use an existing canopy at 50--56 West Randolph Street;

The Ironwood Corporation--to maintain and use an existing canopy at 54 West Randolph Street;

The Shubert Organization, Incorporated--to maintain and use an existing canopy at 18--22 West Monroe Street;

Twelve North Venture--to construct, maintain and use a canopy at 20 North Michigan Avenue;

208 South LaSalle Street Limited Partnership--to construct, maintain and use a canopy at 208 South LaSalle Street;

United Insurance Company of America--to maintain and use an existing canopy at 1 East Wacker Drive;

University Club of Chicago--to maintain and use an existing canopy at 76 East Monroe Street;

West Loop Association Limited Partnership--to maintain and use an existing canopy at 641--649 West Fulton Market.

Presented By

ALDERMAN RUSH (2nd Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193 CONCERNING SECURITY AT RESIDENTIAL APARTMENT BUILDINGS.

A proposed ordinance to amend Chapter 193 of the Chicago Municipal Code by adding thereto a new section, to be known as Section 193-11.1, requiring the use of uniformed, licensed security personnel in apartment buildings having fifty or more dwelling units where 51 percent of those tenants are 62 years of age or older, which was *Referred to the Committee on Buildings*.

Referred -- REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY MICHAEL REESE HOSPITAL AND MEDICAL CENTER.

Also, a proposed ordinance requiring each of the special police employed by Michael Reese Hospital and Medical Center to pay a ten dollar license fee pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 174.4 SETTING REQUIREMENTS FOR STATIONARY ENGINEER'S LICENSES.

Also, a proposed ordinance to amend Chapter 174.4 of the Chicago Municipal Code by establishing new requirements for those applicants seeking a Stationary Engineer's license, which was *Referred to the Committee on License.*

Referred -- PORTION OF EAST 37TH STREET TO BE RENAMED "LU PALMER PLACE".

Also, a proposed ordinance to rename that portion of East 37th Street, between South Dr. Martin Luther King, Jr. Drive and South Calumet Avenue, as "Lu Palmer Place", which was *Referred to the Committee on Streets and Alleys.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS.

Also, two proposed ordinances to grant permission and authority to the organizations listed for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Illinois Institute of Technology--to maintain and use as now constructed one concrete duct, two conduits, one eight-inch steam pipe, one foot passage, and four pipe tunnels in the property at 3100--3400 South State Street:

Michael Reese Hospital and Medical Center--to maintain and use as now constructed three manholes, two concrete encased PVC Conduits, one galvanized steel conduit, one entry ramp, two tunnels or passageways, two pedestrian bridges and entrance steps in the area of East 29th Street and South Ellis Avenue.

Referred -- EXPENDITURE OF MOTOR FUEL TAX FUNDS FOR PAVING OF SPECIFIED ALLEY.

Also, a proposed order authorizing the expenditure of motor fuel tax funds for the purpose of paving the north-south public alley located between East 35th Street, East 37th Street, South Dr. Martin Luther King, Jr. Drive and South Calumet Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN TILLMAN (3rd Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE AND USE OF EXISTING CANOPY AT 520 EAST 47TH STREET.

A proposed ordinance for the issuance of a permit to South Central Arms Hotel Corporation for the maintenance and use of an existing canopy attached to the building or structure at 520 East 47th Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN T. EVANS (4th Ward):

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Three 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:

American National Bank and Trust Company, under trust number 55363--to construct, maintain and use a canopy at 5205--5207 South Blackstone Avenue;

Narragansett Condominium Association--to maintain and use an existing canopy at 1640 East 50th Street;

Powhatan Building Corporation--to maintain and use existing canopy at 1648 East 50th Street.

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY RESOURCE CENTER.

A proposed ordinance requiring each of the special police employed by the Resource Center to pay a ten dollar license fee pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

Referred -- CONSTRUCTION OF BUS PASSENGER SHELTER AT SOUTH STONY ISLAND AVENUE AND EAST 68TH STREET.

Also, a proposed ordinance to construct a bus passenger shelter at South Stony Island Avenue, immediately south of its intersection with East 68th Street, which was *Referred to the Committee on Local Transportation.*

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Also, three 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:

Hampton House Condominium Association--to maintain and use an existing canopy at 5300 South South Shore Drive;

Quadrangle Club--to maintain and use an existing canopy at 1155 East 57th Street;

Slaughter Funeral Home--to construct, maintain and use a canopy at 2024 East 75th Street.

Referred -- AMENDMENT OF ORDINANCE PROHIBITING VEHICULAR PARKING ON PORTION OF SOUTH UNIVERSITY AVENUE.

Also, a proposed ordinance to amend the parking prohibition on South University Avenue, from a point 162 feet south of East 58th Street to a point 25 feet south thereof, from 10:00 A.M. to 4:00 P.M. on Tuesday through Saturday, by adding the words "Public Benefit", which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- APPROVAL OF PLAT OF DEDICATION ON PORTION OF SOUTH MARQUETTE AVENUE.

A proposed ordinance authorizing and directing the Superintendent of Maps, *Ex Officio* Examiner of Subdivisions to approve a plat of dedication for that portion of South Marquette Avenue lying within the northeasterly and southwesterly former right of way lines of the Baltimore, Pittsburgh and Chicago Railroad Company, between East 81st Street and East 82nd Street, for R. B. Development, Incorporated, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK SALE ON PORTION OF EAST 79TH STREET.

Also, a proposed order for the issuance of permits to F. W. Woolworth's Store, c/o Mr. Carl Mister, to hold a sidewalk sale on East 79th Street, between South Kingston Avenue and South Colfax Avenue, for the periods May 22 through May 23 and May 29 through May 30, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE AND USE OF EXISTING CANOPY AT 2812 EAST 79TH STREET.

Also, a proposed order for the issuance of a permit to Wellspring Christian Center for the maintenance and use of an existing canopy attached to the building or structure at 2812 East 79th Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN BEAVERS (7th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 11, SECTION 11-5 CONCERNING APPOINTMENT AND AUTHORITY OF SUPERINTENDENT OF POLICE.

A proposed ordinance, presented by Aldermen Beavers, Sawyer, Caldwell, Shaw, Carter, Streeter, Jones, Garcia, Henry, Butler, Smith and Giles, to amend the Chicago Municipal Code Chapter 11, Section 11-5 setting forth the provisions for appointment and authority of the Superintendent of Police, which was *Referred to the Committee on Police, Fire, and Municipal Institution.*

Presented By

ALDERMAN CALDWELL (8th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE AND USE OF EXISTING CANOPY AT 8620 SOUTH STONY ISLAND AVENUE.

A proposed order for the issuance of a permit to Doty Edward Nash for the maintenance and use of an existing canopy attached to the building or structure at 8620 South Stony Island Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN CALDWELL (8th Ward) And OTHERS:

BEST WISHES EXTENDED TO ALDERMAN LEMUEL AUSTIN FOR A SPEEDY RECOVERY.

A proposed resolution, presented by Aldermen Caldwell, Roti, Sawyer, Beavers, Vrdolyak, Huels, Fary, Burke, Carter, Langford, Jones, Garcia, Krystyniak, Henry, Soliz, Butler, Smith, Davis, Mell, Kotlarz, Banks, Giles, Cullerton, Pucinski, Eisendrath, Hansen, Levar, Shiller, Osterman, and Stone, reading as follows:

WHEREAS, Alderman Lemuel Austin is an honorable and respected colleague of the City Council of the City of Chicago; and

WHEREAS, Alderman Lemuel Austin suffered an untimely heart attack, Friday, May 8, 1987; and

WHEREAS, All of his colleagues in the City Council are distressed by the news of his illness; now, therefore,

Be It Resolved, By the City Council of the City of Chicago, that Alderman Lemuel Austin of the 34th Ward affect the speediest, most complete recovery possible and return to his duties of representing the people of the 34th Ward and the City of Chicago.

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

On motion of Alderman Caldwell, the foregoing proposed resolution was *Adopted* by a viva voce vote.

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- GRANT OF PRIVILEGE TO SHERWIN-WILLIAMS COMPANY FOR VARIOUS BRIDGES, PIPES, TUNNELS, ET CETERA.

A proposed ordinance to grant permission and authority to Sherwin-Williams Company to maintain and use as now constructed two bridges, four pipes and three conduit tunnels in the area of 115th Street and South Champlain Avenue, which was *Referred to the Committee on Streets and Alleys.*

AMENDMENT OF MUNICIPAL CODE CHAPTER 27, SECTION 27-269.1 CONCERNING MOBILE FOOD DISPENSER/PEDDLER RESTRICTIONS WITHIN MEDICAL CENTER DISTRICTS.

Also, a proposed ordinance to amend Chapter 27 of the Chicago Municipal Code by repealing Section 27-269.1 in its entirety and thereby removing mobile food dispenser and peddler restrictions within medical districts, which was *Referred to the Committee on Zoning.*

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 130, SECTION 130-4.12 CONCERNING OPERATING REGULATIONS FOR MOBILE FOOD DISPENSERS.

Also, a proposed ordinance to amend Chapter 130, Section 130-4.12 of the Chicago Municipal Code by establishing a two hour stopping limit for mobile food dispensers on any single city block, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN VRDOLYAK (10th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS.

Two proposed ordinances to grant permission and authority to the below named organizations for use of the public way, which were *Referred to the Committee on Streets and Alleys,* as follows:

Norfolk and Western Railroad Company--to maintain and use as now installed a railroad switch track at street grade in the area of South Stony Island Avenue and East 110th Street;

Union Carbide Corporation--to maintain and use as now constructed a 16-inch nitrogen pipeline and a twenty-five pair telemeter cable to supply nitrogen gas to Republic Steel in the area of East 114th Street and South Burley Avenue.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE AND USE OF EXISTING CANOPY AT 2959 EAST 92ND STREET.

Also, a proposed order for the issuance of a permit to South Chicago Savings Bank for the maintenance and use of an existing canopy attached to the building or structure at 2959 East 92nd Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMIT FOR SAINT COLUMBA CHURCH CARNIVAL.

Also, a proposed order for the issuance of the necessary permits to Saint Columba Church for a carnival to be held on church property at 3340 East 134th Street and on a portion of South Greenbay Avenue for the period of May 27 through May 31, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- CLOSURE OF PORTION OF SOUTH AVENUE J TO VEHICULAR TRAFFIC FOR CHURCH CARNIVAL.

Also, a proposed order to close to traffic that portion of South Avenue J between 10201 and 10227, for the period July 14 through July 20, 1987 for pedestrian safety in conjunction with a carnival to be conducted on church property, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO FATHER ELIOT BARIA ON HIS 25TH ANNIVERSARY OF ORDINATION INTO PRIESTHOOD.

A proposed resolution reading as follows:

WHEREAS, Father Eliot Baria was ordained in Joliet at St. Raymond Cathedral; and

WHEREAS, Father Eliot was a graduate of SS. Peter and Paul School, where he celebrated his First Solemn Mass; and

WHEREAS, Father Baria has served at SS. Peter and Paul Parish, located in the great 11th Ward of the City of Chicago; and

WHEREAS, Father Eliot will now celebrate his 25th Anniversary as a member of the priesthood, serving many members of his parish in a dedicated manner; and

WHEREAS, There will be a mass held in his honor on Sunday, May 17, 1987 at SS. Peter and Paul Church, where many of his friends and family members will join in this celebration; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered on this 13th day of May in 1987, do hereby extend our heartiest congratulations to Father Eliot Baria on the 25th Anniversary of his ordination into the priesthood, and may we also extend our sincerest wishes to him in all of his future endeavors; and

Be It Futher Resolved, That a suitable copy of this resolution be made available for Father Eliot Baria.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO REVEREND ANGELO GARBIN ON HIS 40TH ANNIVERSARY OF ORDINATION INTO PRIESTHOOD.

Also, a proposed resolution reading as follows:

WHEREAS, Reverend Angelo Garbin will celebrate his 40th Anniversary; and

WHEREAS, Reverend Garbin has been Pastor at All Saints Saint Anthony Parish for the past 14 years; and

WHEREAS, Reverend Garbin has served in many capacities in the Chicagoland area, such as:

1947--Associate Pastor, Holy Rosary Parish

1951--Associate Pastor, St. William Parish

1962--Associate Pastor, St. Ferdinand Parish

1964--Associate Pastor, Immaculate Conception Parish (Highland Park); and

WHEREAS, Reverend Garbin will now celebrate his 40th Anniversary as a member of the priesthood, serving the many members of his parish in a dedicated and sincere manner; and

WHEREAS, There will be a Mass of Thanksgiving in his honour on Sunday, May 3, 1987, at All Saints Saint Anthony Church, where his many family friends and family members will join in this celebration; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered on this 13th day of May in 1987, do hereby extend our heartiest congratulations to Reverend Garbin on the 40th Anniversary of his ordination into the priesthood, and may we also extend our sincerest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Reverend Angelo Garbin.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO SAINT GEORGE PARISH ON CELEBRATION OF ITS 95TH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, St. George will celebrate the 95th Anniversary of the Parish on Saturday, April 25, 1987; and

WHEREAS, St. George Church is located at 3230 South Lituanica Avenue in the great 11th Ward of the City of Chicago; and

WHEREAS, Many parishioners, for whom this church was founded, still reside in the community today and are still loyal to the St. George Parish; and

WHEREAS, Under the pastoral leadership of Father Richard Dodaro, there will be a celebration of the ninety-fifth Anniversary of St. George Parish with a Mass of Thanksgiving followed by a Gala Dinner Dance at the Mayfield Banquet Hall; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 13th day of May in 1987, do hereby extend our heartiest congratulations to Father Dodaro and the members of the St. George Parish on their 95th Anniversary, and may we also extend our warmest wishes for continued success an growth in our community; and

Be It Further Resolved, That a suitable copy of this resolution be made available for St. George Parish, who will celebrate this great occasion on April 25, 1987.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystynjak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO FATHER ED SKUPIEN ON HIS 50TH ANNIVERSARY OF ORDINATION INTO PRIESTHOOD.

Also, a proposed resolution reading as follows:

WHEREAS, Father Ed Skupien will celebrate his Golden Anniversary of Ordination; and

WHEREAS, Father Ed Skupien has been pastor at St. Barbara's Parish; and

WHEREAS, Father Ed has served in many capacities at St. Barbara's, including Associate Pastor and a Missionary Priest; and

WHEREAS, Father Skupien will now celebrate his 50th year as a member of the priesthood, serving the many members of his parish in a dedicated and sincere manner; and

WHEREAS, There will be a mass in honor of him on Sunday, April 5, 1987, at St. Barbara's Church, where his many friends and family members will join in this celebration; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, gathered on this 13th day of May in 1987, do hereby extend our heartiest congratulations to Father Ed Skupien on the 50th Anniversary of his ordination into the priesthood, and may we also extend our sincerest best wishes to him in all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Father Ed Skupien.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO LINCOLN PROVISION, INCORPORATED FOR MAINTENANCE OF SAMPLE BASIN.

Also, a proposed ordinance to grant permission and authority to Lincoln Provision, Incorporated to maintain and use as now installed a sample basin adjacent to its property at 824 West 38th Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE ON PORTION OF WEST 35TH STREET.

Also, a proposed order for the issuance of permits to Spiegel Outlet, to hold a sidewalk sale on West 35th Street from South Aberdeen Street to South Racine Avenue for the period June

12 through June 14, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN HUELS (11th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 34 BY ADDITION OF NEW SECTIONS 34-50 THROUGH 34-50.7 ENTITLED "ADVERTISING BENCHES".

A proposed ordinance, presented by Aldermen Huels, Krystyniak, Sheahan and Osterman, to amend the Chicago Municipal Code, Chapter 34, by adding thereto in proper numerical sequence new Sections 34-50 through 34-50.7 entitled "Advertising Benches" setting forth regulations and penalty provisions, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN FARY (12th Ward):

Referred -- ISSUANCE OF PERMIT FOR SACRED HEART CHURCH CARNIVAL.

A proposed order for the issuance of the necessary permits to Sacred Heart Church, c/o Reverend Richard Klajbor, to hold a carnival on West 46th Street, from South Honore Street to South Winchester Avenue, and on South Wolcott Avenue from West 46th Street to the alley north of West 47th Street for the period June 3 through June 7, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN MADRZYK (13th 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 individual 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:

Joseph Aleo--to construct, maintain and use a canopy at 4140 West 63rd Street;

Royalty Banquet Hall--to construct, maintain and use a canopy at 3810 West 63rd Street.

Presented By

ALDERMAN BURKE (14th Ward):

FRANCISCAN FATHERS, SISTERS OF THE POOR HANDMAIDS OF JESUS CHRIST AND LAY FACULTY COMMEMORATED FOR THEIR DEDICATION AT SAINT AUGUSTINE SCHOOL.

A proposed resolution reading as follows:

WHEREAS, St. Augustine Grade School at 5019 South Laflin was opened in 1879 and consisted of a single classroom in the rear part of the original church; and

WHEREAS, On August 28, 1884 the Sisters of the Poor Handmaids of Jesus Christ accepted the mission of St. Augustine School and in 1886 the Franciscans took charge of the Parish and under the direction of Father Kilian Schloesser, St. Augustine continued to expand to meet the constantly growing number of children; and

WHEREAS, In 1907 the first half of the present brick school building went up and the second section of the brick school was erected in 1910 and 1911; and

WHEREAS, The first class of 1879 had 13 children and had grown to 120 in 1884 when the Poor Handmaids of Jesus Christ took charge and enrollment records from 1931 to the present class of 1987 show that 3,390 students completed their studies and graduated from St. Augustine Grade School; and

WHEREAS, Throughout the written record of the school, Catholic education was offered to all children whether they could afford to pay the full cost or not. Even in the Depression years, Father Charles Schlueter, O.F.M. felt that every Catholic child should be in a Catholic school--money or no money; and

WHEREAS, At the present time Catholic education is made available at the lowest possible fee to all children. The cost of education far exceeds the limitation of the parish budget and has been subsidized by the Archdiocese of Chicago since 1981; and

WHEREAS, The continued sacrifices of the many parishioners and parents of children who attended St. Augustine School made it possible for numerous children to have a Catholic education; and

WHEREAS, At the end of this school year St. Augustine Grade School will be closing permanently due to increased cost and need for major capital improvements; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago assembled this thirteenth day of May, 1987, join together with the parishioners of St. Augustine in commemorating the Franciscan Fathers, the Sisters of the Poor Handmaids of Jesus Christ and the many lay faculty who have dedicated their lives to serving the many thousands of children at St. Augustine School with the hope that St. Augustine School will live on in these students and the many people whose lives they have touched. The dedicated teachers and the students who have passed through the school door are the real story of St. Augustine School; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sister Marilyn and Father Eugene of St. Augustine.

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO SCHNEIDER BROTHERS, INCORPORATED FOR MAINTENANCE OF EXISTING PIPE.

Also, a proposed ordinance to grant permission and authority to Schneider Brothers, Incorporated to maintain and use as now constructed an eight-inch pipe encased in a trench for the purpose of connecting four existing manholes underneath the sidewalk on the westerly side of South Western Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN STREETER (17th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building at the following location, to wit:

7810 South Emerald

is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building at the following location, to wit:

7810 South Emerald

is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF SPECIFIED PUBLIC WAY.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of S. Paulina Street lying between the north line of W. 75th Street and a line 109 feet north thereof for Astoria Wire Products (No. 30-17-85-1021); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Streeter, the foregoing proposed order was *Passed*.

Presented By

ALDERMAN KELLAM (18th Ward):

TRIBUTE TO LATE MR. JAMES F. AHERN.

A proposed resolution reading as follows:

WHEREAS, The citizens, friends and members of the 40 & 8 of the American Legion request that the day of June 20, 1987 be designated (in Chicago) to be known as Jim Ahern Day who was selected as the Nation-wide Law Officer of the Year in Portland, Oregon in the fall (September) of 1986: and

WHEREAS, Officer Jim Ahern of the Organized Crime Division, Vice-Control Section, has exemplified not only to those in law enforcement but also the citizens of Chicago, his state and nation those attributes which exhibit dedication, honesty, and service for the betterment of his fellow man; and

WHEREAS, Jim Ahern was selected from 23 finalists from across this nation for the honor bestowed upon him by the 70,000 members of the 40 & 8, a fun and honor society, of the American Legion as the outstanding officer of the year; and

WHEREAS, Jim Ahern has received a total of 29 honorable mentions and has won the following medals and awards:

Junior Chamber of Commerce Award--Dec. '81

Officer of the Month Award--April '84

Police Medal--May '84 (Highest medal presented by the City of Chicago)

Superintendent's Award of Valor--May '84

Lambert Tree Award--Highest medal presented by the Chicago Police Department

Fraternal Order of Police Medal of Valor--1984

Illinois Police Assn. Valor Award--1984

Four time winner of the Blue Star Award--which is similar to the Purple Heart Award by the Army Personnel; and

WHEREAS, The above biography shows Jim Ahern to be one of Chicago's finest, we hereby request that June 20, 1987 be declared as Jim Ahern Day (in Chicago) who has

never wavered in his dedication, faith in human beings and service to his fellow man; now, therefore,

Be It Resolved. That the Mayor and the City Council congratulate Jim Ahern on this accomplishment and wish to present him with a suitable copy of this resolution.

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

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

Presented By

ALDERMAN JONES (20th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALES AT SPECIFIED LOCATIONS.

Three proposed orders for the issuance of permits to the organization and individual listed, to hold sidewalk sales at the locations, specified, which were *Referred to the Committee on Beautification and Recreation,* as follows:

Transport Salvage, Incorporated, c/o Jim Wenzel--to hold a sidewalk sale in front of 6830-6840 South Cottage Grove Avenue on May 15th and 16th, 1987;

Jim Wenzel--to hold a sidewalk sale in front of 6830--6840 South Cottage Grove Avenue on May 1st and 2nd, 1987;

Jim Wenzel--to hold a sidewalk sale in front of 6830--6840 South Cottage Grove Avenue on May 8th and 9th, 1987.

Presented By

ALDERMAN J. EVANS (21st Ward):

Referred -- ISSUANCE OF SIGN PERMIT TO BOYLE SIGNS, INCORPORATED FOR ERECTION OF SIGN/SIGNBOARD AT 8700 SOUTH LAFAYETTE AVENUE.

A proposed order for the issuance of a sign permit to Boyle Signs, Incorporated to erect a sign/signboard at 8700 South Lafayette Avenue for Highland, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN GARCIA (22nd Ward):

CITY OF CHICAGO URGED TO CREATE CLEARINGHOUSE TO FACILITATE IMMIGRANT DOCUMENTATION REQUESTS.

A proposed resolution reading as follows:

WHEREAS, The City of Chicago has always derived its strength from the strong contributions of its multiple ethnic communities; and

WHEREAS, Cultural diversity and ethnic pride can be found everywhere in the City of Chicago; and

WHEREAS, The City of Chicago is comprised of many different nationalities, i.e. Lithuanians, Chinese, Vietnamese, Polish, Hispanics, Haitians, Irish, Croatians, to name but a few, truly representing the dreams that our country was founded on; and

WHEREAS, The above various ethnic groups have contributed immensely to the City of Chicago as well as to the state and country as a whole; and

WHEREAS, The above various ethnic groups have contributed financially to the City of Chicago and have received services through the various agencies and departments; and

WHEREAS, On November 10, 1986, a bill was passed into law providing the opportunity for amnesty for those individuals who have continuously resided in the United States since January 1, 1982; and

WHEREAS, As part of the application process under the amnesty program, documentation will be required to establish continuous presence in the United States; and

WHEREAS, A great number of individuals qualify under this amnesty program; and

WHEREAS, These individuals have contributed fees, taxes, and have used the services of a number of agencies and departments within the City of Chicago; and

WHEREAS, Those individuals who seek documentation for the purposes of applying for amnesty are entitled to such information from the City of Chicago; and

WHEREAS, The pride that the City of Chicago takes in the fact that it is a culturally diverse city built on the backs and by the hands of the various ethnic communities that have resided in the City of Chicago which has made the City of Chicago the great City that it is; now, therefore,

Be It Resolved, That given the time limitation of one year within which individuals applying under the amnesty program have to compile all documentation, an expedient response by the various departments and agencies of the City of Chicago is critical; and

Be It Further Resolved, That the members of the City Council of the City of Chicago do hereby encourage and urge all City of Chicago departments and agencies to provide documentation to individuals requesting such documentation in a timely fashion: and

Be It Further Resolved, That the members of the City Council of the City of Chicago strongly recommend and urge the creation of a clearinghouse for such requests to provide the required documentation to immigrants in a timely fashion, not to exceed 15 days from the initial date of request to all individuals seeking such information or documentation and further to monitor the compliance of such requests through the various City of Chicago agencies and departments; and

Be It Further Resolved, That the members of the City Council of the City of Chicago respectfully urge the Honorable Mayor of the City of Chicago to instruct all departments and agencies to cooperate fully and in a timely fashion in responding to all requests for such documentation until the establishment of a clearinghouse in City Hall; and

Be It Further Resolved, That the members of the City Council strongly recommend and urge the City of Chicago to prepare for distribution leaflets advising the residents of the City of Chicago as to the different departments and sources of documentation available for use in compiling applications under the amnesty program.

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

On motion of Alderman Garcia, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

Presented By

ALDERMAN GARCIA (22nd Ward) AND OTHERS:

Referred -- ILLINOIS GENERAL ASSEMBLY URGED TO OPPOSE TRAINING OF ILLINOIS NATIONAL GUARD IN CENTRAL AMERICA.

A proposed resolution, presented by Aldermen Garcia, Davis, Shiller, Figueroa and Gutierrez, to call upon the General Assembly of the State of Illinois to pass House Bill 838 and Senate Bill 297, prohibiting the training of the Illinois National Guard in Central America until there has been an opportunity for public review.

Alderman Garcia moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Fary, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Banks, Giles, Laurino, O'Connor, Natarus, Eisendrath, Hansen, Shiller -- 30.

Nays -- Aldermen Vrdolyak, Huels, Madrzyk, Burke, Kellam, Cullerton, Pucinski, Levar, Stone -- 9.

Thereupon, on motion of Alderman Garcia, the said proposed resolution was *Referred to the Committee on Intergovernmental Relations.*

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of S. Gullikson Road between W. 62nd Place and West 63rd Street together with all of the east-west public alley in the area bounded by W. 62nd Place extended west, W. 63rd Street, the right-of-way of the Chicago and Western Indiana Railroad, and S. Gullikson Road for Burke and Sons Construction, Ltd. (No. 18-23-87-1150); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Krystyniak, the foregoing proposed order was *Passed.*

CONGRATULATIONS EXTENDED TO MS. LAURETTE PAGANO AND MR. JAMES AUSTIN ON THEIR UPCOMING MARRIAGE.

A proposed resolution reading as follows:

WHEREAS, James and Laurette Austin will unite together on May 24, 1987 in the Saint Augustine Church, New York City; and

WHEREAS, James Joseph Austin was born in Chicago, raised on the great southwest side, and attended Byrne School, Kinzie School, and St. Paul and John F. Kennedy High Schools; and

WHEREAS, Laurette Pagano was born in Long Island, New York, attended New York schools and Mitchell College in New London, Connecticut, before settling in New York; and

WHEREAS, James Austin, a member of the Coast Guard, and Laurette Pagano, who is in the field of advertising, will make their home in Oakland Gardens, Queens, New York; and

WHEREAS, The City of Chicago will always regard James Austin as a native and good friend, and welcomes Laurette Pagano Austin as its newest friend and neighbor; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A. D., do hereby congratulate Laurette Pagano and James Joseph Austin as they embark on a wonderful life together in holy matrimony, and extend to this fine couple our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. James J. Austin.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MARY AND MARTIN BUONAIUTO ON THEIR GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Martin Buonaiuto, residents of Chicago's great southwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Martin Buonaiuto, born in Italy, and Mary Buonaiuto, born in Argentina, came to the United States as youngsters, met and ultimately married June 20, 1937; and

WHEREAS, Mary and Martin Buonaiuto have been residents in Chicago's great 23rd Ward community some 45 years. They have raised a fine family there--two daughters, and now six grandchildren, with a new great-grandchild expected in the fall--and both remain active in their neighborhood. Martin, a retired railroad foreman, is past president of his block club, and both still share in the club's many activities; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby congratulate Mr. and Mrs. Martin Buonaiuto as they celebrate their golden wedding anniversary, and extend to this fine couple and their family our very best wishes for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Martin Buonaiuto.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. EDWIN J. JAROS ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Edwin J. Jaros, outstanding young citizen of Chicago's great southwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of Our Lady of Snows Boy Scout Troop 136, Edwin J. Jaros has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Edwin J. Jaros represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby offer our heartiest congratulations to Edwin J. Jaros on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, properous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edwin J. Jaros.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. STEVEN LEWIS ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Steven Lewis, outstanding young citizen of Chicago's great southwest side, has been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, A member of The Knights of Columbus Boy Scout Troop 474, Steven Lewis has applied his energies and his talents to upholding the great standards and traditions of scouting; and

WHEREAS, Steven Lewis represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby offer our heartiest congratulations to Steven Lewis on having achieved the exalted rank of Eagle Scout, and extend to this fine young citizen our best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Steven Lewis.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO HELEN AND ANTHONY MITAS ON THEIR GOLDEN WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Anthony Mitas, former residents of the City of Chicago, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Married May 8, 1937, Anthony and Helen Mitas were longtime residents of Chicago's great southwest side and have many friends there; and

WHEREAS, Helen and Anthony Mitas maintained a grocery store in Chicago for many years and are known by their former neighbors as outstanding members of the community; Anthony Mitas was also employed by Western Electric; and

WHEREAS, Representing the strength and continuity of family life, Helen and Anthony Mitas have three children, ten grandchildren and one great-grandchild; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby congratulate Mr. and Mrs. Anthony Mitas as they celebrate fifty golden years of wedded bliss, and extend to this fine couple and their family our very best wishes for many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Anthony Mitas.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO DOROTHY AND FRANK ROCKAITIS ON CELEBRATING THEIR 25TH WEDDING ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Frank C. Rockaitis are celebrating 25 years of wedded bliss May 26, 1987; and

WHEREAS, Residents of Chicago's great southwest side, Frank and Dorothy Rockaitis have long been recognized as outstanding members of their community. Frank retired last year following a long and distinguished career as a public servant, first with the State of Illinois and most recently with the City of Chicago's Water Department. Dorothy has been a diligent worker for the 23rd Ward Regular Democratic Organization some 17 years; and

WHEREAS, Frank and Dorothy Rockaitis represent all that is good and solid in family life. They have two daughters, Michaelene and Patricia, and one son, Charles, and they now also have five grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby offer our heartiest congratulations to Mr. and Mrs. Frank C. Rockaitis as they celebrate twenty-five years of wedded bliss, as well as our very best wishes to this fine couple and their family for many more years of happiness, success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Frank C. Rockaitis.

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, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

Referred -- ERECTION OF HONORARY STREET SIGNS ON PORTIONS OF SPECIFIED STREETS.

Also, two proposed ordinances authorizing the erection of honorary street signs on portions of the specified streets, which were *Referred to the Committee on Streets and Alleys*, as follows:

To rename South Narragansett Avenue between West Archer Avenue and West 56th Street as "Yugoslav Club";

To rename West 51st Street between South Tripp Avenue and South Kildare Avenue as "Veterans Street".

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND 5255 SOUTH MASSASOIT AVENUE.

Also, a proposed order for the installation of an alley light behind the premises at 5255 South Massasoit Avenue, which was *Referred to the Committee on Finance.*

Referred -- FEASIBILITY STUDY TO CONSIDER CONSTRUCTION OF SEWER BEHIND 5412 SOUTH NORDICA AVENUE.

Also, a proposed order requesting the Commissioner of Public Works to conduct a study concerning the construction of a sewer in the alley behind the property at 5412 South Nordica Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- GRANTING OF PERMISSION TO VARIOUS INDIVIDUALS TO PARK TRUCKS IN FRONT OF THEIR PREMISES.

Also, two proposed orders requesting that the Commissioner of Public Works grant permission to the individuals listed, to park trucks in front of their premises, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Michael Radman--for the property at 4721 South Leamington Avenue;

Mr. David M. Bernicky--for the property at 4754 South Kilpatrick Avenue.

Presented By

ALDERMAN HENRY (24th Ward):

Referred -- GRANT OF PRIVILEGE TO COCA COLA U.S.A. FOR MAINTENANCE OF STEEL PIPE BRIDGE.

A proposed ordinance to grant permission and authority to Coca Cola U.S.A. to maintain and use a steel pipe bridge for the purpose of supporting process piping which expands over and across West Fillmore Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN SOLIZ (25th Ward):

Referred -- EXEMPTION OF VARIOUS PARKING FACILITIES FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

Two proposed ordinances exempting the El Valor Early Intervention parking facilities located at 1920 West 21st Street and the parking facilities located at 1920 West 21st Street from the physical barrier requirement preventing alley accessibility pursuant to the provisions of Municipal Code Chapter 33, Section 33- 19.1, which were *Referred to the Committee on Streets and Alleys.*

Referred -- PORTIONS OF SPECIFIED STREETS CLOSED TO VEHICULAR TRAFFIC FOR PURPOSE OF HOLDING VARIOUS EVENTS.

Also, two proposed orders to close to traffic portions of the below named streets for the purpose of holding various events, which were *Referred to the Committee on Beautification and Recreation*, as follows:

St. Pius Church, c/o Father Carlos Dahn--to close to traffic West 19th Street between 1600 and 1612 for the period of May 23 and 24, 1987, and during the hours of 8:30 A.M. through 11:00 P.M., to conduct a block party;

Mexican Fine Arts Museum, c/o Helen Valdez--to close to traffic West 19th Street between South Wolcott Avenue and South Wood Street for the period of May 29 and May 30, 1987, to hold a reception in conjunction with the opening of the Mexican Fine Arts Museum.

Presented By

ALDERMAN GUTIERREZ (26th Ward):

Referred -- PORTIONS OF SUNDRY STREETS CLOSED TO VEHICULAR TRAFFIC FOR PURPOSE OF HOLDING "OLD WICKER PARK ANNUAL HERITAGE WEEK FESTIVAL."

A proposed order to close to traffic West Schiller Street between North Damen Avenue and North Wolcott Avenue and also, North Wicker Park Avenue between North Damen Avenue and North Wolcott Avenue on Sunday, May 17, 1987 to hold the Old Wicker Park Annual Heritage Week Festival, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN BUTLER (27th Ward):

Referred -- GRANT OF PRIVILEGE TO ANGELICA HEALTHCARE SERVICES GROUP, INCORPORATED FOR MAINTENANCE AND USE OF STAIRWAY.

A proposed ordinance granting permission and authority to Angelica Healthcare Services Group, Incorporated, to maintain and use a stairway, together with two abutments to the property located at 920 South Campbell Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE AND USE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the organizations listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

LaSalle National Bank, under trust number 10-003445-08--to maintain and use an existing canopy at 1052--1054 West Fulton Street:

Oxford Clothes, Incorporated--to maintain and use an existing canopy at 1214--1222 West Van Buren Street.

Presented By

ALDERMAN SMITH (28th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE AND USE OF EXISTING CANOPY AT 418 SOUTH CICERO AVENUE.

A proposed order for the issuance of a permit to Jordan-Shepard Funeral Home for the maintenance and use of an existing canopy attached to the building or structure at 418 South Cicero Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- REQUEST FOR PUBLIC HEARING TO CONSIDER CEILING ON CAMPAIGN SPENDING FOR OFFICE OF ALDERMAN.

Also, a proposed resolution requesting that public hearings be held to consider establishing a $35,000.00 ceiling on campaign spending for candidates running for the office of alderman, which was *Referred to the Committee on Committees, Rules and Ethics*.

Presented By

ALDERMAN SMITH (28th Ward) And OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193.1 SECTION 193.1-16 PROHIBITING LANDLORDS FROM EVICTING TENANTS DURING SEVERE WINTER WEATHER.

A proposed ordinance amending Municipal Code Chapter 193.1, Section 193.1-16 by prohibiting landlords from evicting tenants during those periods when average outdoor temperature falls below 32 degrees fahrenheit, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN DAVIS (29th Ward):

TRIBUTE TO LATE MR. LEVI NELSON.

A proposed resolution reading as follows:

WHEREAS, The Almighty God in his infinite and profound wisdom has called to his eternal rest our friend, mentor, brother and patriarch, Mr. Levi Nelson; and

WHEREAS, For sixty-two years, beginning in 1925, Mr. Nelson started a boys club and continuously ran programs for youth even unto his death; and

WHEREAS, He was a boy scout leader, a member of the Westside Health Planning Organization, founder and director of the Nelson Neighborhood Safety Club, Near Westside Progressive Council, American Boys Commonwealth, Lawndale Urban Progress Center Advisory Council and numerous other civic and community groups; and

WHEREAS, Mr Levi Nelson was one of the most committed, most dedicated, most consistent and most effective promoters of youth welfare the City of Chicago has ever seen; and

WHEREAS, Mr. Levi Nelson will always be remembered fondly by many of the thousands of individuals whom he inspired, motivated and helped to make the transition from childhood to adulthood and by the thousands of people with whom he works; now, therefore,

Be It Resolved, By the Honorable Mayor Harold Washington and the Chicago City Council in meeting that we mourn the passing of Mr. Levi Nelson, take note of his many contributions and be thankful for his services; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and submitted to the Nelson family to treasure along with their memories of a great leader, a great humanitarian and a great American.

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

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

Referred -- ISSUANCE OF PERMITS TO HOLD VARIOUS EVENTS AT SPECIFIED LOCATIONS.

Also, three proposed orders issuing permits to the organizations listed for the purpose of conducting specified events, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Christ Tabernacle M. B. Church Youth Outreach, c/o Ms. Connie McLendon-- to hold a fair on both sides of West Iowa Street in the 5600 block of West Central Avenue through the 5700 block of West Parkside Avenue on Saturday, June 27, 1987;

Christ Tabernacle M. B. Church, c/o Mr. James Rhodes--to hold a Fun-Fair on both sides of West Iowa Street in the 5600 block of North Central Avenue through the 5700 block of North Parkside Avenue on Saturday, May 23, 1987.

Taste of Austin and West Health Planning Organization--to hold a carnival or street fair on West Jackson Boulevard from North Central Avenue to North Menard Avenue for the period August 19 through August 23, 1987.

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND 5063 WEST CONGRESS PARKWAY.

Also, a proposed order for the installation of an alley light behind the premises at 5063 West Congress Parkway, which was *Referred to the Committee on Finance.*

Referred -- ISSUANCE OF SIGN PERMIT TO H. MOENCK AND SON FOR ERECTION OF SIGN/SIGNBOARD AT 5001 WEST MADISON STREET.

Also, a proposed order for the issuance of a sign permit to H. Moenck and Son to erect a sign/signboard at 5001 West Madison Street for McDonald's, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN DAVIS (29th Ward) And OTHERS:

TRIBUTE TO LATE REVEREND MATTHEW THOMAS.

A proposed resolution, presented by Aldermen Davis, Butler and Smith, reading as follows:

WHEREAS, The Almighty God in his infinite and profound wisdom has called to his eternal rest our friend and brother, the late Reverend Matthew Thomas; and

WHEREAS, For more than forty years Reverend Thomas has served as Pastor and spiritual leader for the Pilgrim Rest Missionary Baptist Church: and

WHEREAS, Through the dynamic spirit and leadership of Reverend Thomas, Pilgrim Rest is, and for many years has been known as one of the outstanding Churches in the Chicagoland area: and

WHEREAS, Reverend Thomas related not only to his individual Church and parishioners; but was actively involved with many religious and civic organizations throughout the community; and

WHEREAS, For several years Reverend Thomas served as Treasurer of the Westside Ministers Coalition and permitted the use of Pilgrim Rest as its' regular meeting place; now, therefore,

Be It Resolved, That we, the Honorable Mayor Harold Washington and the Chicago City Council in meeting this 22nd day of April, 1987 do hereby take note of Reverend Thomas' death, mourn his passing and cherish the memories of his significant contributions; and

Be It Further Resolved, That two suitable copies of this resolution be prepared (1) for his family and (1) for the Pilgrim Rest Church so that they too might further revere the contribution made by this great and humble man.

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

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

DOCTOR DILIZA MAJI, PRESIDENT OF NATIONAL MEDICAL AND DENTAL ASSOCIATION OF SOUTH AFRICA WELCOMED TO CHICAGO AND COMMENDED FOR HIS EFFORTS IN OBTAINING MEDICAL CARE TO PEOPLE IN SOUTH AFRICA.

Also, a proposed resolution, presented by Aldermen Davis, Streeter, Butler and Smith reading as follows:

WHEREAS, Approximately 30,000 people, including several thousand children under the age of fourteen, have been detained in South African jails since the declaration of the latest state of emergency in June 12, 1986; and

WHEREAS, As detailed in the May 10, 1987, New York Times, a report of the National Medical and Dental Association of South African documents that "most detainees" in South Africa are suffering from physical and mental abuse, with insufficient legal safeguards; and

WHEREAS, The National Medical and Dental Association of South Africa is a fully integrated organization of South African physicians and dentists who have courageously sought to document and improve the health conditions of people living under apartheid and whose president, Dr. Diliza Maji, is visiting in Chicago; and

WHEREAS, The Chicago City Council is on record as being unequivocally opposed to the racist system of apartheid in South Africa; now, therefore,

Be It Resolved, That the Honorable Mayor Harold Washington and the Chicago City Council in meeting this 13th day of May, 1987, do hereby extend a hearty welcome to Dr. Diliza Maji and commend the National Medical and Dental Association for their efforts to obtain health care for all people in South Africa and extend our solidarity with all of those who are victimized by the oppressive apartheid system and to those who are struggling for racial equality in South Africa; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and sent to Dr. Maji as evidence of the Chicago City Council's support of the work being done by the National Medical and Dental Association of South Africa.

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

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

Presented By

ALDERMAN HAGOPIAN (30th Ward):

Referred -- INSTALLATION OF BUS PASSENGER SHELTERS AT SPECIFIED INTERSECTIONS.

A proposed ordinance to install bus passenger shelters on West Fullerton Avenue at its intersections with North Kilbourn Avenue, North Kilpatrick Avenue and North Lavergne Avenue for eastbound passengers, which was *Referred to the Committee on Local Transportation.*

Referred -- ISSUANCE OF PERMIT FOR CARNIVAL TO BE HELD ON PORTIONS OF SPECIFIED STREETS.

Also, a proposed order for the issuance of a permit to St. Stanislaus B. and M. Church to hold a street carnival on North Long Avenue between West Fullerton and West Belden Avenues, on West Belden Avenue from North Long Avenue to North Lockwood Avenue, and on North Lorel Avenue from North Belden Avenue to the first alley south of West Fullerton Avenue, for the period July 23 through August 2, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

CONGRATULATIONS EXTENDED TO WICKER PARK GARDEN CLUB FOR THEIR COMMITMENT TOWARDS BEAUTIFYING THEIR COMMUNITY.

A proposed resolution reading as follows:

WHEREAS, Community beautification is one of the most important goals of our great City's government; and

WHEREAS, In its effort to participate in this goal, and to improve and beautify the historic community of Wicker Park, the Wicker Park Garden Club is planning a special Community Plant Sale scheduled for Saturday, May 16, 1987; and

WHEREAS, The leaders of this great City fully endorse such outstanding community efforts on behalf of beautifying our cherished neighborhoods; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, hereby congratulate the members of the Wicker Park Garden Club on their goals toward beautification of their community, and endorse the Community Plant Sale sponsored by said organization and planned for May 16, 1987.

Alderman Gabinski 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 Gabinski, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT TO HOLD ART FAIR ON PORTION OF NORTH WINCHESTER AVENUE.

Also, a proposed order for the issuance of the necessary permits to the Ukrainian Neighborhood Association to hold the Third Annual Art and Fun Fair in the 100 block of North Winchester Avenue on Sunday, June 28, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- GRANT OF PRIVILEGE TO JACK LUCCHESI AND LEO LUCCHESI FOR USE OF FIRE ESCAPE.

Also, a proposed ordinance to grant permission and authority to Jack Lucchesi and Leo Lucchesi to maintain and use as now constructed a fire escape over the sixteen foot public alley adjacent to their property at 860 North May Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PORTION OF NORTH HONORE STREET CLOSED TO VEHICULAR TRAFFIC FOR PURPOSE OF HOLDING STREET FAIR.

Also, a proposed order to close to traffic that portion of North Honore Street between West Armitage Avenue and West Cortland Street for the period August 5 through August 10, 1987, for the purpose of holding the 30th Annual Street Fiesta, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE AND USE OF EXISTING CANOPY AT 3356 NORTH ASHLAND AVENUE.

Also, a proposed order for the issuance of a permit to Arturo J. Torre for the maintenance and use of an existing canopy attached to the building or structure at 3356 North Ashland Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN MELL (33rd Ward):

CONGRATULATIONS EXTENDED TO MRS. EDITH BORISON, DIRECTOR OF NORTHWEST COMMUNITY HEALTH CENTER ON TWENTY-FIVE YEARS OF DEDICATED PUBLIC SERVICE.

A proposed resolution reading as follows:

WHEREAS, Mrs. Edith Borison, Director of the Chicago Health Department's Northwest Community Mental Health Center, is celebrating 25 years of outstanding public service; and

WHEREAS, Mrs. Borison's distinguished career and dedication to duty have helped literally thousands of residents of our City of Chicago who are in need of mental health services; and

WHEREAS, The Northwest Medical Health Center, under Mrs. Edith Borison's direction, has developed a variety of beneficial programs, including but not limited to Children, Adolescent and Family Programs, Intake and Emergency Care, Sustaining Care, Day Treatment Center, Case Management Program, Substance Abuse Treatment, and consultation and education to the schools of the northwest side community; and

WHEREAS, While dedicating her time and considerable energy, Mrs. Edith Borison has been an outstanding family person. A native of Chicago, she was widowed in the 1950s and has three children and six grandchildren; and

WHEREAS, The leaders of this great City of Chicago are cognizant of the debt we owe the most dedicated servants of this vast urban community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby express our gratitude and our congratulations to Mrs. Edith Borison, Director of the Northwest Community Mental Health Center, as she and we celebrate her 25 years of dedicated public service, as well as our best wishes to this outstanding citizen for many more years of happiness, productivity and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Edith Borison.

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

On motion of Alderman Banks, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

Referred -- ISSUANCE OF PERMITS TO HOLD VARIOUS EVENTS AT SPECIFIED LOCATIONS.

Also, three proposed orders for issuance of permits to the organizations listed, for the purpose of holding various events, which was *Referred to the Committee on Beautification and Recreation,* as follows:

Jules 5¢ to $1.00 Store and Boston Department Store--to hold a sidewalk sale in front of 2010--2018 and 2062--2064 North Milwaukee Avenue for the periods May 15 through May 17, May 29 through May 30, June 5 through June 7, June 18 through June 20, and June 26 through June 28, 1987;

Milwaukee-Diversey Chamber of Commerce--to hold a Summer Fest Days and sidewalk sale on portions of North Milwaukee Avenue and West Diversey Avenue for the period July 9 through July 12, 1987;

St. John Berchman Church--to hold a carnival in the 2500 block of West Logan Boulevard and along adjacent side drive and parkway for the period July 1 through July 9, 1987.

Referred -- ISSUANCE OF SIGN PERMIT TO GRATE SIGNS, INCORPORATED FOR ERECTION OF SIGN/SIGNBOARD AT 2800 WEST DIVERSEY AVENUE.

Also, a proposed order for the issuance of a sign permit to Grate Signs, Incorporated to erect a sign/signboard at 2800 West Diversey Avenue for Popeye's Famous Fried Chicken, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN KOTLARZ (35th Ward):

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE AND USE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Three proposed orders for the issuance of permits to the organizations and individual listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys,* as follows:

Jean's High School Shop--to maintain and use an existing canopy at 3594 North Milwaukee Avenue;

Nick's Meat Market--to maintain and use an existing canopy at 2957 North Pulaski Road;

Maria Zmudzki--to maintain and use an existing canopy at 3600 West Wolfram Street.

Referred -- INSTALLATION OF BUS PASSENGER SHELTER AT SPECIFIED LOCATION.

Also, a proposed ordinance to install a bus passenger shelter on West Diversey Avenue at North Springfield Avenue for eastbound passengers, which was *Referred to the Committee on Local Transportation.*

Presented By

ALDERMAN BANKS (36th Ward):

CONGRATULATIONS EXTENDED TO MR. IVY DRECHNEY ON OCCASION OF WINNING ANNUAL CITYWIDE SPELLING BEE.

A proposed resolution reading as follows:

WHEREAS, Ivy Drechney, an outstanding eighth-grader from Burbank Elementary School on Chicago's great northwest side, has emerged the winner in Chicago's annual Elementary School Spelling Competition; and

WHEREAS, In 1984, as a 10-year old fifth grader, Ivy Drechney placed second in this competition, which is sponsored every year by *The Chicago Tribune*. In the same event in 1985, 1986 and now in 1987, this modern day "Whiz Kid" has managed to win first place in competition with some sterling spellers from schools throughout the great City of Chicago; and

WHEREAS, Ivy Drechney has consequently earned a third consecutive trip to our nation's capital to compete in the National Spelling Bee; and

WHEREAS, The leaders of this great City are proud and grateful to have so distinguished a scholar and winner representing Chicago in a national competition; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby offer our congratulations to Ivy Drechney on winning *The Chicago Tribune's* annual Citywide Spelling Bee, and extend to this fine young citizen our very best wishes for all success in her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ivy Drechney.

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

On motion of Alderman Banks, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

CONGRATULATIONS AND BEST WISHES EXTENDED TO SISTER NANCY GNAU ON HER RETIREMENT AS PRINCIPAL OF NOTRE DAME HIGH SCHOOL FOR GIRLS.

Also, a proposed resolution reading as follows:

WHEREAS, Sister Nancy Gnau, S. N. D., is retiring as Principal of Notre Dame High School on Chicago's great northwest side in order to fully commit her energies to a "working sabbatical" to establish the Development Office for the Ohio Province of the Sisters of Notre Dame de Namur; and

WHEREAS, Sister Nancy Gnau's tenure at Notre Dame High School has been full of accomplishment. She has been there three years as a teacher, two as Assistant Principal, and five years as Principal. Under the leadership, Notre Dame High School was selected in 1985 by the Council for American Private Education as an "Exemplary Private School", an honor which led to recognition by the White House; and

WHEREAS, During Sister Nancy's administration at Notre Dame, there have also been many physical improvements at the school: a new guidance center, the new computer lab, the remodeling of the foods lab and a new weight room; and

WHEREAS, In honor of Sister Nancy Gnau, the staff and students of Notre Dame High School are planning an "Appreciation Day for Sister Nancy" to be held at the school Tuesday, May 19, 1987, featuring a variety of activities; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby offer our congratulations and best wishes to Sister Nancy Gnau, S. N. D., as she resigns her post as Principal of Notre Dame High School, as well as our gratitude to this outstanding educator for her tireless devotion; and

Be It Further Resolved, That Tuesday, May 19, 1987, be declared "Sister Nancy Gnau Appreciation Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sister Nancy Gnau, S. N. D.

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

On motion of Alderman Banks, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

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BEST WISHES EXTENDED TO POLICE OFFICER JAMES HANLEY ON OCCASION OF HIS RETIREMENT.

Also, a proposed resolution reading as follows:

WHEREAS, Chicago Police Officer James Hanley, Star 5550, has retired after over thirty years of dedicated and deeply appreciated public service; and

WHEREAS, Officer James Hanley joined the Chicago Police Department October 1, 1956, and served as a patrolman for five years. In 1961, he transferred to the Traffic Division and became one of this City's first Traffic Specialists; and

WHEREAS, During his three decades of service, Officer James Hanley received two Department Commendations, five Letters of Commendation and eleven Honorable Mentions; and

WHEREAS, A dedicated family man, Officer James Hanley and his wife, Patricia, have two children and two grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby express our heartiest congratulations and gratitude to Chicago Police Officer James Hanley, Star 5550, on his retirement after over thirty dedicated years, as well as our best wishes to this outstanding citizen and his family for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James Hanley.

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

On motion of Alderman Banks, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. ROBERT E. PAGE ON RECEIVING 1987 DANTE AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, The Dante Award was established by the Joint Civic Committee of Italian Americans, as an umbrella organization made up of more than 40 civic organizations in the Chicago area, to extend recognition annually to an individual in the mass media of communications field who has best exemplified Dante's credo "Never be a timid friend to truth", and also one who has fostered excellent human relations; and

WHEREAS, Robert E. Page, President, Publisher and Chief Executive Officer of The Chicago Sun-Times Company, is being named this year's recipient of the Dante Award at a special ceremony May 19, sponsored by the Joint Civic Committee of Italian Americans; and

WHEREAS, Robert E. Page's assignment with the *Sun-Times*, marked his return to the state where he was born, where he graduated from Illinois Wesleyan University, and where he started his newspaper career on *The Illinois State Journal* in Springfield in 1952; and

WHEREAS, Robert E. Page has enjoyed a wide-ranging, multi-faceted journalistic career. He served as a reporter and executive with United Press International some 20 years, becoming its Midwest Business Manager from 1964-- 1967 before moving on to other executive assignments in New York, Boston, London and Hong Kong. He was U.P.I.'s youngest vice-president at the time he was placed in charge of the wire service's Asian operations in 1972. He rose to vice-president and general manager before leaving U.P.I. in 1980; his tenure with Murdoch News Corporation Limited began in 1981; and

WHEREAS, Before coming to *The Chicago Sun-Times*, Robert E. Page directed the dramatic revitalization of the Murdoch News Corporation's *Boston Herald*. Under his stewardship as president and publisher, the newspaper's circulation rose from 39th largest in the country to 22nd largest in less than one year; and

WHEREAS, Since assuming ownership of *The Chicago Sun-Times*, Robert E. Page has proven himself a chief executive officer of rare energies and talent. Besides his total commitment to this highly responsible position, Robert E. Page is also a principal of Chicago United and a member of the boards of trustees of Illinois Wesleyan University and Mundelein College, as well as board member of the Chicago Area Central Committee, American Cancer Society, the Chicago Ass'n. of Commerce and Industry, the Lyric Opera and Children's Memorial Hospital. He is a vice-president of the Chicago Newspaper Publishers Association, is actively involved with the Chicago Boys and Girls Clubs and the Better Boys Foundation, and serves on the Illinois Better Schools Task Force while retaining his membership on the U.P.I. Advisory Board; and

WHEREAS, The leaders of our great City are proud to have this distinguished citizen in our midst; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby offer our congratulations to noted journalist and executive Robert E. Page, President, Publisher and

Chief Executive Officer of *The Chicago Sun-Times*, on receiving the prestigious 1987 Dante Award from the Joint Civic Committee of Italian Americans, and extend to this outstanding citizen our very best wishes for continuing success in an illustrious career; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert E. Page.

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

On motion of Alderman Banks, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

Referred -- INSTALLATION OF BUS PASSENGER SHELTERS AT SPECIFIED LOCATIONS.

Also, two proposed ordinances for the installation of bus passenger shelters at the locations specified, which were *Referred to the Committee on Local Transportation*, as follows:

West Diversey Avenue at North Natchez Avenue for eastbound passengers;

North Harlem Avenue at West Belmont Avenue for northbound passengers.

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVAL ON PORTION OF NORTH MARMORA AVENUE.

Also, a proposed order for the issuance of a permit to St. Ferdinand Church to hold a carnival on North Marmora Avenue, from West Barry Avenue to West Belmont Avenue for the period extending July 8 to July 12, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF SIGN PERMIT TO FLASHTRIC, INCORPORATED FOR ERECTION OF SIGN/SIGNBOARD AT 6750 WEST GRAND AVENUE.

Also, a proposed order for the issuance of a sign permit to Flashtric, Incorporated, for the erection of a sign/signboard at 6750 West Grand Avenue for Jacobs Twin Buick, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN GILES (37th Ward) And OTHERS:

Referred -- URGING OF CHICAGO CONGRESSIONAL DELEGATION TO PETITION UNITED STATES CONGRESS TO AWARD NO FUTURE CONTRACTS WITH COLT INDUSTRIES PENDING LABOR SETTLEMENTS.

A proposed resolution, presented by Aldermen Giles, Davis, Caldwell, Hagopian, Carter, Eisendrath and Smith, urging the Chicago Congressional Delegation to petition the United States Congress to award no new contracts to the Colt Firearms Division of Colt Industries until Colt reaches an equitable settlement with its striking workers, which was *Referred to the Committee on Intergovernmental Relations.*

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred -- ISSUANCE OF PERMIT TO HOLD CARNIVAL ON PORTIONS OF SPECIFIED PUBLIC WAYS.

A proposed order for the issuance of permits to St. Bartholomew Church to hold a carnival on church property and on North Lavergne Avenue, from West Patterson Avenue to West Addison Street, and in the east-west alley at the rear of the school, between North Lamon and North Lavergne Avenues during the period of June 4 through June 15, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- CLOSURE OF PORTION OF NORTH AUSTIN AVENUE TO VEHICULAR TRAFFIC FOR GRADUATION EXERCISES.

Also, a proposed order to grant permission to Wright Junior College to close to vehicular traffic North Austin Avenue, between West Cornelia Avenue and West Roscoe Street on Saturday, May 9, 1987 for graduation exercises, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF EXISTING CANOPY AT 5308 WEST BELMONT AVENUE.

Also, a proposed order for the issuance of a permit to Stamana, Incorporated to maintain and use an existing canopy attached to the building or structure located at 5308 West Belmont Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN CULLERTON (38th Ward) And OTHERS:

Referred -- ISSUANCE OF PERMITS TO HOLD SUNDRY EVENTS AT SPECIFIED LOCATIONS.

Three proposed orders for the issuance of permits to the Belmont-Central Chamber of Commerce, c/o Ms. Geri Binkowski, to hold various events on West Belmont Avenue, from North Austin to North Long Avenues, and on North Central Avenue, from West Henderson Street to West Wellington Avenue, which were *Referred to the Committee on Beautification and Recreation,* as follows:

Craft fair--for the period of August 15 and 16, 1987;

"Be Kind To The Animals" fair--for the period of June 13 and 14, 1987; and

Sidewalk sale--for the period of July 16 through July 19, 1987.

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- GRANTING OF PERMISSION TO ARCHIE'S FLAMED CHICKEN RESTAURANT FOR OPERATION OF SIDEWALK CAFE.

A proposed order to grant permission to Archie's Flamed Chicken Restaurant for the operation of a sidewalk cafe at 6261 North McCormick Road, which was *Referred to the Committee on Streets and Alleys.*

Referred -- AGREEMENT WITH MAY DEPARTMENT STORES COMPANY (VENTURE STORES) FOR PERPETUAL MAINTENANCE AGREEMENTS.

Also, a proposed order that the City enter into an agreement with the May Department Stores Company (Venture Stores) for perpetual maintenance agreements in relation to North Keating Avenue and West Winnemac Avenue, which was *Referred to the Committee on Finance.*

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND PREMISES AT 5000 NORTH KIMBALL AVENUE.

Also, a proposed order for the installation of an alley light behind the premises located at 5000 North Kimball Avenue, at the dead end by the river, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

BEST WISHES AND GRATITUDE EXTENDED TO POLICE OFFICER WILLIAM H. SCHNOEBELEN ON OCCASION OF HIS RETIREMENT.

A proposed resolution reading as follows:

WHEREAS, Officer William Schnoebelen was appointed to the Chicago Park District Police on May 1, 1958 and served in the Lincoln Park area; and

WHEREAS, On January 1, 1959, the Park District Police merged with the City of Chicago Police and William H. Schnoebelen was then transferred to the 36th District, which became the 18th District after a reorganization of the Police Department in 1961; and

WHEREAS, Officer Schnoebelen served there until November 16, 1962 when he was promoted to Detective and assigned to Area 6 Detective Division; and

WHEREAS, On October 1, 1963, Officer Schnoebelen was transferred to the Vice Control and since that time Officer Schnoebelen has served in the Vice Control Section at Area 4, 5, and 6; and

WHEREAS, Officer William Schnoebelen has received numerous letters of praise and appreciation from the citizens of Chicago for his outstanding work; and

WHEREAS, While diligently serving in the line of duty for the citizens of Chicago, William H. Schnoebelen also managed to be a devoted husband to his wife Kathy for 24 years and a loving father to his three children, Patricia, Billy and Kathy; and

WHEREAS, Officer William H. Schnoebelen will give up his Star Number 11997 and retire from the Chicago Police Department on May 15, 1987 and will commence full time family life along with fishing and hunting trips; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 13th day of May, A.D., 1987, do hereby offer our thanks and best wishes for a long and happy retirement to Officer William H. Schnoebelen; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to William H. Schnoebelen.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO EDGEWATER HOSPITAL FOR VARIOUS VAULTS, PEDESTRIAN TUNNELS, ET CETERA.

Also, a proposed ordinance to grant permission and authority to Edgewater Hospital to maintain and use, as now constructed, six vaults, five pedestrian tunnels, one pipe tunnel, two conduits, one overhang, a seven-story bridge or passageway, and a concrete slab for the premises at 1619--1623 West Edgewater Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND MAINTENANCE OF CANOPIES AT 4745 NORTH KEDZIE AVENUE.

Also, a proposed order for the issuance of a permit to North River Commission to construct, maintain and use four canopies attached to the building or structure located at 4745 North Kedzie Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN NATARUS (42nd Ward):

ISSUANCE OF PERMIT FOR OLD TOWN CHAMBER OF COMMERCE ANNUAL WELLS STREET ART AND CRAFT FAIR.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue a permit to Old Town Chamber of Commerce, Inc., 1529 North Wells Street, for the conduct of an Annual Wells Street Art and Craft Fair on North Wells Street between West North Avenue and West Evergreen Avenue for the period of June 13-14, 1987, during the hours of 6:00 A.M. to 9:00 P.M. each day, in accordance with the City's carnivals ordinance, Sections 34-49.1 to 34- 49.5, inclusive; and upon issuance of said permit the Commissioner of Public Works shall provide barricades to prohibit vehicular traffic over the portion of the street affected, as provided by said carnivals ordinance.

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

Referred -- ESTABLISHMENT OF BUS STAND ON PORTION OF EAST CHICAGO AVENUE.

Also, a proposed ordinance to establish a bus stand along the north curb on East Chicago Avenue, from a point 420 feet east of North Michigan Avenue to a point 139 feet east thereof, for the private benefit of the Chicago Motor Bus Company, which was *Referred to the Committee on Local Transportation.*

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS FOR VARIOUS PURPOSES.

Also, seven proposed ordinances for grants of privilege in public ways for various purposes, which were *Referred to the Committee on Streets and Alleys*, as follows:

American Osteopathic Association--to install, maintain and use a kiosk on the sidewalk in front of the office building entrance at 142 East Ontario Street;

440 North Wells Building Company--to maintain and use, as now constructed, vaulted sidewalk areas adjacent to its property at 440 North Wells Street;

LaSalle National Bank, as trustee under trust number 40940--to maintain and use, as now constructed, two ramps under the sidewalk area in East Chestnut Street and East Pearson Street, to be used for ingress and egress in connection with the parking facilities in the lower level of 835 North Michigan Avenue;

LaSalle National Bank, as trustee under trust number 10-3810709--to construct, maintain and use vaulted sidewalk areas under the public way adjacent to its premises at 720 North Wells Street;

National By-Products, Incorporated--to maintain and use, as now constructed, a switch track in the public way adjacent to its premises at 1388 North Branch Street;

N.T.S. Telecommunication Service--to construct, maintain and use a steel conduit containing P.V.C. cable for telecommunications and data communications adjacent to its premises at 710 North Lake Shore Drive;

Weiman Company, Incorporated--to maintain and use, as now constructed, a loading device which shall occupy 54 square feet of the east-west public alley behind 314 West Superior Street when in use.

Referred -- COMMITTEE ON STREETS AND ALLEYS URGED TO CONDUCT HEARINGS CONCERNING REGULATION OF STREET PERFORMERS.

Also, a proposed resolution to petition the Committee on Streets and Alleys to call hearings to determine whether street performers should be licensed and regulated, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Also, 27 proposed orders 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:

Berger Financial Services Corporation--to maintain and use an existing canopy at 40 East Oak Street;

Best Western River North Hotel--to construct, maintain and use seven canopies at 545 North LaSalle Street;

Burberry, Limited--to construct, maintain and use nine canopies at 633 North Michigan Avenue;

Delish, Incorporated--to maintain and use an existing canopy at 550 North Wells Street;

Deno's Deli and Pub--to maintain and use an existing canopy at 800 North State Street;

Downtown Court Club, Incorporated--to maintain and use an existing canopy at 441 North Wabash Avenue;

1120 Lake Shore Drive Building Corporation--to maintain and use an existing canopy at 1120 North Lake Shore Drive;

G. D. T. Corporation--to construct, maintain and use a canopy at 678 North Orleans Street;

Hamburger Hamlets, Incorporated--to maintain and use an existing canopy at 931--935 North Rush Street and 40--46 East Walton Street;

Glenn R. Heyman, trustee in bankruptcy for 666 Associates--to maintain and use three canopies at 666 North Lake Shore Drive;

Inn of Chicago Associates--to construct, maintain and use ten canopies at 162 East Ohio Street;

Jerome H. Myer and Company--to maintain and use an existing canopy at 301 East Erie Street;

Lake Shore Land Association, Incorporated--to maintain and use an existing canopy at 1130 North Lake Shore Drive;

LaSalle National Bank, under trust 107701--to construct, maintain and use four canopies at 900 North Michigan Avenue;

LaSalle National Bank, under trust 111375--to maintain and use an existing canopy at 1045 North Rush Street;

Lawry's The Prime Rib, Incorporated--to maintain and use an existing canopy at 100 East Ontario Street;

Let Them Eat Cake Pastry Shop--to maintain and use an existing canopy at 948 North Rush Street;

Helen Macheras--to maintain and use an existing canopy at 56 East Walton Street;

Merchandise Mart Properties, Incorporated--to maintain and use an existing canopy at 347--359 North Orleans Street;

Merchandise Mart Properties, Incorporated--to maintain and use an existing canopy at 336 North Wells Street;

R. H. Love Galleries--to maintain and use an existing canopy at 100 East Ohio Street;

Su Casa, Incorporated--to maintain and use an existing canopy at 47--49 East Ontario Street;

The Pompian Shop, Incorporated--to maintain and use an existing canopy at 57 East Oak Street;

1200 Lake Shore Condominium Association--to maintain and use an existing canopy at 1200 North Lake Shore Drive;

215 East Chestnut Apartments--to maintain and use an existing canopy at 215 East Chestnut Street;

Water Tower Realty--to maintain and use an existing canopy at 149 East Huron Street;

Whitehall Hotel--to maintain and use an existing canopy at 105 East Dearborn Street;

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS FOR VARIOUS PURPOSES.

Four proposed ordinances for grants of privilege in public ways for various purposes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Bangkok Inn, Incorporated--to construct, maintain and use an exhaust duct in the east-west public alley adjacent to its premises at 2566 North Lincoln Avenue;

Grant Hospital of Chicago--to maintain and use, as now installed, an inspection manhole in the east sidewalk adjacent to its premises at 550 West Grant Place;

LaSalle National Bank, as trustee under trust number 103357--to maintain and use, as now constructed, two oriel windows and bay windows protruding over the public way of West Armitage Avenue and North Fremont Street, adjacent to its premises at 857 West Armitage Avenue;

Sheffield Foundry Company--to maintain and use a portion of the north-south public alley west of North Clybourn Avenue and south of West Lakewood Avenue, adjacent to its premises at 2140 North Clybourn Avenue for use of pollution control equipment.

Referred -- ISSUANCE OF PERMITS TO HOLD SUNDRY EVENTS AT SPECIFIED LOCATIONS.

Also, six proposed orders for the issuance of permits to hold sundry events at specified locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Mr. Phil Blumenfield--to hold a sidewalk sale for Vertel's in front of 1816-- 1818 North Wells Street on June 13 and 14, 1987;

Ms. Jan Chirchirillo--to hold a carnival on North Lincoln Avenue, from West Fullerton to West Wrightwood Avenues, on West Altgeld Street, from North Lincoln to North Sheffield Avenues, and on West Montana Street, from North Lincoln to North Sheffield Avenues, on July 25 and 26, 1987;

Mr. Howell Herman--to hold a carnival on West Dickens Avenue, between North Lincoln Avenue and North Larrabee Street, and on North Mohawk Street, between West Dickens and West Armitage Avenues, on June 20 and 21, 1987;

Lincoln Central Art Fair, c/o Mr. Howell Herman--to hold a street fair on West Dickens Avenue, from North Lincoln Avenue to North Larrabee Street and on North Mohawk Street, between West Dickens and West Armitage Avenues on June 20 and 21, 1987;

St. Michael Church--to hold a carnival on North Cleveland Avenue, from North Meyer Avenue to West Eugenie Street, and on North Meyer Avenue east to North Cleveland Avenue on June 13 and 14, 1987;

Ms. Jan Wachter--to hold a carnival on North Seminary Avenue, between West Armitage and North Maud Avenues on Saturday, June 27, 1987.

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Also, eleven proposed orders 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:

Booksellers Row, Incorporated--to maintain and use an existing canopy at 2445 North Lincoln Avenue;

Clearwater Fisheries, Incorporated--to maintain and use an existing canopy at 2461 North Lincoln Avenue;

Dunfey Hotels Corporation--to maintain and use an existing canopy at 1301 North State Parkway;

Mr. Peter J. Hastings--to maintain and use an existing canopy at 2262 North Lincoln Avenue;

Lincoln Park Tower Condominium Association--to maintain and use an existing canopy at 1960 North Lincoln Park West;

Planned Property Management, Incorporated--to maintain and use a canopy at 1940 North Lincoln Avenue;

River Shannon Corporation--to maintain and use an existing canopy at 425 West Armitage Avenue;

Mr. William J. Schmeissing--to maintain and use an existing canopy at 2679 North Lincoln Avenue;

1300 Lake Shore Drive Condominium Association--to maintain and use an existing canopy at 1300 North Lake Shore Drive;

1320 North State Street Apartments, Incorporated--to maintain and use an existing canopy at 1320 North State Parkway;

Toledo Restaurant Corporation--to maintain and use an existing canopy at 1935 North Sedgwick Street.

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO MR. BOB HELLGETH FOR HIS EXEMPLARY CONTRIBUTIONS TO CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Bob Hellgeth has served the Northside area for 20 years as a social insurance specialist as of October 17, 1987; and

WHEREAS, Bob Hellgeth carries the Social Security message to the young and old alike locally and nationally through his affiliation with the Moody Broadcasting Network; and

WHEREAS, Bob Hellgeth carries the Social Security message to a multi- national north side population through personal appearances and publication; and

WHEREAS, Bob Hellgeth compassionately visits A.I.D.S. and cancer patients throughout the Uptown, Lake Shore, New Town, and Lake View areas to secure their applications; and

WHEREAS, Bob Hellgeth has opened channels of communication between the Northside Social Security office and shelters in the Uptown and Lake View areas; and

WHEREAS, Bob Hellgeth has established relationships between his office and Northside hospitals, sheltered workshops, public assistance offices, Indochinese and Assyrian mutual assistance societies; and

WHEREAS, Bob Hellgeth furnishes expert assistance and counseling to the Chicago Area Black Lung Association and the Uptown Law Center; and

WHEREAS, Bob Hellgeth, as president of the Lake View Lions, has organized several fund raisers and has provided contributions to 16 local charities; and

WHEREAS, Bob Hellgeth, as a member of the President's Club of Loyola University, furnishes significant assistance to fostering its educational goals; and

WHEREAS, Bob Hellgeth, as president of the Lake View Lions, furnishes substantial assistance to local shelters; and

WHEREAS, Bob Hellgeth is a sustaining member of the Boy Scouts of America, Lake View District; and

WHEREAS, Bob Hellgeth helped organize administration of the local glaucoma, hearing, and diabetic testing for the Lake View area; and

WHEREAS, Bob Hellgeth helped establish the Quest program, a drug training program for young children at the Uhlich Children's Home; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A. D., do hereby offer our congratulations and extreme gratitude to Bob Hellgeth for his exemplary contributions to the City of Chicago through his work with Social Security and other community programs for the health and well being of its citizens.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

Referred -- GRANT OF PRIVILEGE TO AMERICAN NATIONAL BANK AND TRUST COMPANY.

Also, a proposed ordinance to grant permission and authority to American National Bank and Trust Company, as Trustee under Trust Number 100312-01, to construct, maintain and use two lint basins in the public way adjacent to its premises at 3435 North Southport Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- EXEMPTIONS FROM PHYSICAL BARRIER REQUIREMENT PREVENTING ALLEY ACCESSIBILITY.

Also, two proposed ordinances and one proposed order exempting the establishments listed, from the physical barrier requirement to prevent alley accessibility pursuant to the provisions of Municipal Code Chapter 33, Section 33- 19.1, which were *Referred to the Committee on Streets and Alleys,* as follows:

City Real Estate Group, Ltd., for the alley first south of and parallel to West Summerdale Avenue at North Harlem Avenue (20-unit condominium);

City Real Estate Group, Ltd., for the parking facility at the southwest corner of West Wolfram Street and North Lakewood Avenue;

For parking facilities at 730--750 West Diversey Parkway and 2817--2819 North Halsted Street.

Referred -- GRANTING OF PERMISSION TO HOLD TRUCKLOAD SALE ON PORTION OF NORTH BROADWAY.

Also, a proposed order for the granting of permission to Great Ace Hardware, c/o Mr. Steve DeKlerk or Mr. Steve Sherman, to hold a truckload sale along the west curb in front of 2818 North Broadway during the period of May 8 through May 10, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Also, seven proposed orders for the issuance of permits for the construction, maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Bubbie's Bagels and Blues, Incorporated--to construct, maintain and use two canopies at 2828 North Clark Street;

Century Limited Partnership--to maintain and use an existing canopy at 2828 North Clark Street;

Manaster Properties, Incorporated--to maintain and use an existing canopy at 1235 West George Street;

Manaster Properties, Incorporated--to maintain and use an existing canopy at 1236 West George Street;

Nelson Brothers Furniture Corporation--to maintain and use an existing canopy at 3045 North Lincoln Avenue;

Rainbow Grocery, Incorporated, d/b/a Foodworks--to maintain and use an existing canopy at 1002 West Diversey Avenue;

Mr. Gary J. Steinhafel--to maintain and use two canopies at 3435 North Southport Avenue.

Referred -- ISSUANCE OF SIGN PERMIT TO UNIVERSAL OUTDOOR, INCORPORATED FOR ERECTION OF SIGN/SIGNBOARD AT 964 WEST BELMONT AVENUE.

Also, a proposed order for the issuance of a sign permit to Universal Outdoor, Incorporated for the erection of a sign/signboard at 964 West Belmont Avenue for advertising signs (various accounts), which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE AND ARTS AND CRAFT FAIR ON PORTIONS OF SPECIFIED STREETS.

A proposed order for the issuance of permits to the Jefferson Park Chamber of Commerce, c/o Ms. Florence Cirzan or Ms. Bette Nadig, to hold a sidewalk sale on July 30 and 31, 1987, and an arts and craft fair on June 19 and 20, 1987, on North Milwaukee Avenue from 4630 to 4955, on West Lawrence Avenue from 5216 to 5401, on West Higgins Avenue, from 5403 to 5417, and on West Ainslie Street, from 5310 to 5334, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SUMMER FESTIVAL ON PORTION OF WEST LELAND AVENUE.

A proposed order for the issuance of permits to "Touch of Japan on the Lake", c/o Mr. James D. Barrientos of the Buddhist Temple, to hold a summer festival on West Leland Avenue, from North Racine Avenue to North Broadway during the period of June 26 through June 28, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys,* as follows:

H. & D. Properties, 915 West Wilson Avenue;

Hotel Carlos, 3834 North Sheffield Avenue.

Presented For

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO MR. DAVE HERNANDEZ ON HIS OUTSTANDING ACADEMIC ACCOMPLISHMENTS AT JOHN J. AUDUBON ELEMENTARY SCHOOL.

A proposed resolution, presented by Alderman Hansen for Alderman Schulter, reading as follows:

WHEREAS, Dave Hernandez, an excellent student throughout his grade school years, is being graduated from John J. Audubon Elementary School in June of 1987; and

WHEREAS, Dave Hernandez, is an outstanding example of Scholarship among the youth of which the leaders of this great City of Chicago are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby offer our congratulations to Dave Hernandez, outstanding graduate of John J. Audubon Elementary School, as well as our best wishes to this fine young student for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dave Hernandez.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - -45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MS. MARIA HERNANDEZ ON HER OUTSTANDING ACADEMIC ACCOMPLISHMENTS AT JOHN J. AUDUBON ELEMENTARY SCHOOL.

Also, a proposed resolution, presented by Alderman Hansen for Alderman Schulter, reading as follows:

WHEREAS, Maria Hernandez, an excellent student throughout her grade school years, is being graduated from John J. Audubon Elementary School in June of 1987; and

WHEREAS, Maria Hernandez is an outstanding example of scholarship among the youth of which the leaders of this great City of Chicago are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby offer our congratulations to Maria Hernandez, outstanding graduate of John J. Audubon Elementary School, as well as our best wishes to this fine young student for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Maria Hernandez.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO JAMES BIRDSEYE MC PHERSON GRAMMER SCHOOL ON ITS 100TH ANNIVERSARY.

Also, a proposed resolution, presented by Alderman Hansen for Alderman Schulter, reading as follows:

WHEREAS, James Birdseye McPherson School, 4728 N. Wolcott Avenue in Chicago's great Lake View community, is celebrating its 100th Anniversary; and

WHEREAS, Named after one of this country's most decorated and celebrated Civil War leaders, McPherson School was originally called the Wolcott Avenue School and started as a two-room frame building, growing into a ten-room edifice with the McPherson name in 1894; and

WHEREAS, James B. McPherson School has a long and distinguished history, growing with the City of Chicago, and indeed ultimately contributing to Chicago's growth many doctors, lawyers, teachers, economists and men and women of every profession; and

WHEREAS, James B. McPherson stands as a towering symbol of the highest standard of education and influence in our City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby offer our congratulations to the students, staff and principal of McPherson School, both past and present, on the 100th Anniversary of this outstanding academic institution, as well as our best wishes for its continuing success and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to McPherson School.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO PILGRIM LUTHERAN CHURCH AND SCHOOL ON ITS 75TH ANNIVERSARY.

Also, a proposed resolution, presented by Alderman Hansen for Alderman Schulter, reading as follows:

WHEREAS, Pilgrim Lutheran Church, located at Winchester and Cullom Avenues on Chicago's great northwest side, is celebrating its 75th Anniversary; and

WHEREAS, Pilgrim Lutheran Church was originally St. Paul Lutheran Church, drafting its first constitution June 11, 1912, and congregating in a little hall on Lincoln Avenue. The rapidly growing organization changed its name to avoid confusion with a dozen other churches with the same name, and after almost a decade was able to open a school which has since become an outstanding example of highest educational standards in this City; and

WHEREAS, Pilgrim Lutheran Church has played a significant role in the growth of Chicago's Ravenswood area. The present church and school edifices date from 1952, but the dedication to spiritual growth, the commitment to sound education and the aim toward fulfillment date from the church's beginnings 75 years ago and comprise a source of pride for our entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby express our congratulations to the Rev. Christopher G. Becker, Pastor, School Principal David Maring, and the entire congregation of Pilgrim Lutheran Church and School as this towering organization celebrates the 75th Anniversary of its founding. We are grateful for the significant role Pilgrim Lutheran has played in the development of our City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Pilgrim Lutheran Church and School.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO RAVENSWOOD EVANGELICAL COVENANT CHURCH ON ITS 100TH ANNIVERSARY.

Also, a proposed resolution, presented by Alderman Hansen for Alderman Schulter, reading as follows:

WHEREAS, Ravenswood Evangelical Covenant Church, located in the heart of Chicago's great Ravenswood community, is celebrating the One Hundredth Anniversary of its founding; and

WHEREAS, Ravenswood Covenant Church was founded the very year--1887--in which the town of Ravenswood was annexed to the City of Chicago, a year in which Chicago's general population barely exceeded a half million, and a time when building and

population expansion were still inhibited by the redevelopment of the central part of the city following the Great Chicago Fire; and

WHEREAS, The growth of Ravenswood Covenant Church thus parallels the growth of our great City. This outstanding religious institution has been a backbone to the community which it has so diligently served during the past century. It predates electric streetcars and many of the thoroughfares which now serve the Ravenswood area. It came into the community at a time of great turmoil, just following the infamous Haymarket Riots and at a time when disease and death were plaguing the persistently growing population as a result of typhoid epidemics resulting from contaminated water supply. Like our great City, the church has survived and prospered, ultimately gaining more strength from its merge with the even older Lake View Covenant Church in 1963 and from its new building in 1973; and

WHEREAS, Originally a guardian of the Swedish heritage of its founders, Ravenswood Covenant Church has grown to encompass all the many cultural facets of its community. Under its past leaders and its current (16th) Pastor, Dr. Dirk J. Nelson, this solid and forward-looking religious institution has committed itself to many educational, social, athletic, cultural and spiritual activities to the benefit of a grateful community and a grateful City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby express our gratitude and our warmest congratulations to Ravenswood Evangelical Covenant Church on the celebration of its One Hundredth Anniversary, and also extend to its Pastor, Dr. Dirk J. Nelson, and its fine congregation our highest hopes and best wishes for many more years of prosperity and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ravenswood Covenant Church.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO RAVENSWOOD HOSPITAL MEDICAL CENTER ON ITS 80TH ANNIVERSARY.

Also, a proposed resolution, presented by Alderman Hansen for Alderman Schulter, reading as follows:

WHEREAS, Ravenswood Hospital Medical Center, serving Chicago's great north and northwest sides, is celebrating its 80th Anniversary; and

WHEREAS, Founded in 1907 as a small community hospital, Ravenswood Hospital Medical Center has grown into a multifaceted health complex with six buildings on a 7.5-acre campus. During its long and illustrious history, Ravenswood has displayed a pioneering spirit in health care delivery by becoming one of the first community hospitals in Chicago to initiate a blood bank, recovery room, inhalation therapy service, intensive patient care unit and trauma unit; and

WHEREAS, Most recently, Ravenswood Hospital Medical Center has developed the first Chicagoland free-standing One Day Surgery Center. Laser technology has led Ravenswood to establish the Wenske Laser Center, one of the Midwest's most comprehensive treatment, education and research facilities utilizing lasers. A number of immediate family care centers affiliated with Ravenswood have also been established in the 1980s; and

WHEREAS, Ravenswood Hospital Medical Center is a great source of pride to Chicago, and above all a great source of modern and beneficial medical attention to all citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby congratulate Ravenswood Hospital Medical Center on eighty years of outstanding health services, and we extend to this excellent institution our very best wishes for many more decades of progress and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ravenswood Hospital Medical Center.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO MR. JAMES S. RODGER ON HIS INDUCTION INTO 1987 CLASS OF CHICAGO'S SENIOR CITIZENS HALL OF FAME.

Also, a proposed resolution, presented by Alderman Hansen for Alderman Schulter, reading as follows:

WHEREAS, The City of Chicago's Department of Aging and Disability has selected James S. Rodger, outstanding 47th Ward resident, for induction into the 1987 Class of the City's Senior Citizens Hall of Fame; and

WHEREAS, This is just one of many honors bestowed upon this caring and committed citizen. James S. Rodger is a long-standing member of the Logan Square Lions Club. He is an Evening School Administrator at Lane Tech, and as Past President of the Lake View Historical Society assists that organization in many of its activities; and

WHEREAS, The City of Chicago needs more dedicated citizens like James S. Rodger; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A.D., do hereby congratulate James S. Rodger on being inducted into the 1987 Class of the City of Chicago's Senior Citizens Hall of Fame, and extend to this fine citizen our very best wishes for all happiness and prosperity in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James S. Rodger.

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

On motion of Alderman Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

Referred -- ISSUANCE OF PERMITS TO HOLD CARNIVALS ON PORTIONS OF SPECIFIED STREETS.

Also, two proposed orders, presented by Alderman Hansen for Alderman Schulter, for the issuance of permits to hold carnivals on portions of the public way, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Queen of Angels Church, c/o Reverend Philip Dressler--to hold a carnival on church property and on West Sunnyside Avenue, from North Western Avenue, west to the alley, during the period of July 13 through July 20, 1987;

St. Matthias Church--to hold a carnival on church property and on North Claremont Avenue, from West Ainslie Street, north to the parish parking lot, for the period during June 9 through June 14, 1987.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders, presented by Alderman Hansen for Alderman Schulter, for the issuance of permits for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Alfredo's Amigos--to maintain and use an existing canopy at 4535 North Lincoln Avenue;

Nelson Funeral Home--to maintain and use an existing canopy at 5149 North Ashland Avenue;

The Oyster, Incorporated--to maintain and use three canopies at 1801 West Lawrence Avenue;

Westmont Auto Parts Company, Incorporated--to maintain and use an existing canopy at 2424 West Montrose Avenue.

Presented By

ALDERMAN OSTERMAN (48th Ward):

GRATITUDE EXTENDED TO FORMER ALDERMAN MARION K. VOLINI FOR HER DISTINGUISHED YEARS OF PUBLIC SERVICE.

A proposed resolution reading as follows:

WHEREAS, Marion Kennedy Volini has retired as the City of Chicago's 48th Ward Alderman after guiding her community through almost a decade of growth and renewed prosperity; and

WHEREAS, A graduate of Mundelein College, the mother of five, a teacher and an outstanding community activist, Marion K. Volini brought to her office of alderman an uncommon combination of expertise and compassion, and made her presence felt throughout this grateful City; and

WHEREAS, Before entering the City Council, Marion founded the Lakewood- Balmoral Residents' Council and became president of the extremely active Edgewater Community Council, becoming familiar with key issues in this racially and economically diverse urban environment. After becoming alderman, she brought her knowledge and influence to bear on key issues affecting young and old alike. Marion K. Volini originated the legislation which established new standards of playground safety throughout this City. In 1983 she was named Chairman of the Council's Committee on Aging and Disabled and worked tirelessly to improve services for senior citizens and handicapped; and

WHEREAS, Marion K. Volini was responsible for the very first comprehensive legislation to effectively curb prostitution on the streets of this City, and she also sponsored new ordinances leading to housing court reforms. In a time of Council Wars, she served as mediator or negotiator, striving to promote balance in City government; and

WHEREAS, The dignity which Marion K. Volini brought to her office, her personal charm and magnetism, as well as her effectiveness as a leader and public servant are all qualities contributing to the success of her City Council tenure and the esteem with which she is regarded throughout our grateful City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 13th day of May, 1987, A. D., do hereby express our gratitude and our congratulations to Marion K. Volini as she returns to the private sector following a distinguished decade of public service, and we extend to this outstanding citizen and her family our very best wishes for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marion K. Volini.

Alderman Osterman 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 Osterman, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 45.

Nays -- None.

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

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE AND USE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders for the issuance of permits to the organizations and individual 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:

Edgewater Beach Apartments Corporation--to maintain and use two existing canopies at 5555 North Sheridan Road;

Fanning Cadillac-Buick, Incorporated--to maintain and use four existing canopies at 5201 North Broadway;

Hollywood House--to maintain and use an existing canopy at 5700 North Sheridan Road;

Ralph Tolan--to maintain and use an existing canopy at 910 West Lawrence Avenue.

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND 4207 NORTH CLARK STREET.

Also, a proposed order for the installation of an alley light behind the premises at 4207 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN ORR (49TH Ward):

CONGRATULATIONS EXTENDED TO FATHER E. MICHAEL ROCHFORD ON HIS 25TH ANNIVERSARY OF PRIESTHOOD.

A proposed ordinance reading as follows:

WHEREAS, On April 28, 1987, Father E. Michael Rochford will celebrate the twenty-fifth anniversary of his ordination in the Roman Catholic priesthood; and

WHEREAS, On May 16, 1987, St. Jerome's Church will hold a parish celebration honoring Father Rochford for his twenty-five years of service to the people of Chicago; and

WHEREAS, Father Rochford currently serves as Pastor of St. Jerome's Church in Rogers Park and has previously served the communities of Austin and Uptown; and

WHEREAS, Father Rochford has co-founded numerous community organizations including the Uptown Peoples Action Program, Canterbury House, Prologue Alternative High School, Amos Temporary Help Service, the National Day Labor Institute, and Voice of the People; and

WHEREAS, Father Rochford has served on the boards of directors and advisory councils of numerous agencies and organizations serving the needs of Chicago's low-income residents, including the Howard Area Community Center, Austin- West Garfield Reach-Out Council, West Garfield Urban Progress Center, Austin High School, Columbus Park, Austin Town Hall Park, Pioneer Y.M.C.A., Austin Youth Referral Board, Organization for a Better Austin, Catholic Committee of the Interfaith Council on Urban Ministry, and the Austin Coordinating Council of Youth Serving Agencies; and

WHEREAS, Father Rochford was honored for his outstanding service to the community as the recipient of the Golden Key Award from the City of Chicago in 1979; and

WHEREAS, Throughout his first twenty-five years of service, Father Rochford has tirelessly dedicated himself to ministering to both the spiritual and material needs of the people of Chicago; now, therefore,

Be It Resolved, That the City Council and Mayor of the City of Chicago do hereby congratulate and commend Father E. Michael Rochford on the occasion of the twenty-fifth anniversary of his ordination in the Roman Catholic priesthood, and extend their sincere thanks and appreciation for his many years of spiritual guidance, good works and exemplary service to the community.

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, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

Nays -- None.

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

Referred -- REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY LOYOLA UNIVERSITY OF CHICAGO.

Also, a proposed ordinance requiring each of the special police employed by Loyola University of Chicago to pay a ten dollar license fee pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance.*

Referred -- ISSUANCE OF PERMITS TO MAINTAIN AND USE EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders for issuance of permits to the organizations and individual listed, for maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Joker's Pub Limited--to maintain and use an existing canopy at 1553--1555 West Devon Avenue;

North Shore Properties, c/o Francis G. Woodruff--to maintain and use an existing canopy at 1440 West Howard Street;

Sylvester Olavarria--to maintain and use an existing canopy at 7630 North Paulina Street.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- INSTALLATION OF BUS PASSENGER SHELTER ON PORTION OF NORTH CLARK STREET.

A proposed ordinance to install a bus passenger shelter on North Clark Street at West Albion Avenue for southbound passengers, which was *Referred to the Committee on Local Transportation.*

Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF NORTH WESTERN AVENUE.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to F. W. Woolworth, to hold a sidewalk sale on North Western Avenue from West Devon Avenue to the first alley south thereof, alongside 2405 West Devon Avenue, for the period May 7 through May 26, 1987, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPY AT 7442 NORTH WESTERN AVENUE.

Also, a proposed order for the issuance of a permit to Dr. Paul Vega for the maintenance and use of an existing canopy attached to the building or structure at 7442 North Western Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN STONE (50th Ward) and ALDERMAN ROTI (1st Ward):

Referred -- CITY COUNCIL COMMITTEE ON PORTS, WHARVES AND BRIDGES URGED TO COMMENCE HEARINGS REGARDING MONITORING OF MOVABLE BRIDGES.

A proposed resolution urging the City Council Committee on Ports, Wharves and Bridges to conduct hearings concerning the use of mounted cameras to monitor movable bridges and report on the feasibility of such installation, which was *Referred to the Committee on Ports, Wharves and Bridges.*

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATON OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance,* as follows:

FREE PERMITS:

BY ALDERMAN ROTI (1st Ward):

Chicago Youth Centers--for construction on the sixth floor of existing building on the premises known as 231 South Jefferson Street.

BY ALDERMAN BLOOM (5th Ward):

LaRabida Children's Hospital and Research Center--for electrical work for deficiencies' correction on the premises known as 6501 South Promontory Drive.

Hyde Park Community Hospital--for renovation of facility on the premises known as 5800 South Stony Island Avenue.

BY ALDERMAN SMITH (28th Ward):

The Bethel New Life, Inc.--for construction of townhouses on the premises known as 331-341 North Karlov Avenue a/k/a 4057-4059 West Carroll Avenue.

The Bethel New Life, Inc. 367 North Karlov Avenue--for construction of townhouses on the premises known as 4138 West Washington Boulevard.

BY ALDERMAN GILES (37th Ward):

Healing Temple Church--for remodeling of building on the premises known as 4941 West Chicago Avenue.

BY ALDERMAN CULLERTON (38th Ward):

St. Pascal Church--for electrical work (R.J.S. Electrical Contractors, Inc.) on the premises known as 3935 North Melvina Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

Cordi-Marian Settlement Day Care Center, 1100 South May Street.

Chinese American Service League, Inc., 210 West 24th Place.

Abla Day Care/Head Start Center (The Chicago Housing Authority), 1342 South Racine Avenue.

B. E. Gentry Day Care Center (The Chicago Housing Authority), 2326 South Dearborn Street.

Pacific Garden Mission, 646 South State Street.

Chicago Clergy Association for the Homeless Person, 14 North Sangamon Street.

Chase House Inc./Dearborn Park Preschool, 820 South Park Terrace.

BY ALDERMAN RUSH (2nd Ward):

Y.W.C.A. Child Development Center, 436 East 39th Street.

Ada South McKinley Davis House, 4237 South Indiana Avenue.

Centers for New Horizons, Inc., 4150 South King Drive.

Robert Taylor Day Care Center (The Chicago Housing Authority), 4352 South State Street--Apartments 101 and 102/West and 4352 South State Street-- Apartments 109 and 110/East.

Horizon House Head Start (The Chicago Housing Authority), 3542 South State Street.

Children's Happiness Day Care/School Age Program, 2831 South Michigan Avenue.

BY ALDERMAN BLOOM (5th Ward):

Sinai Nursery School, 1720 East 54th Street.

Hyde Park Unitarian Cooperative School, 5650 South Woodlawn Avenue.

BY ALDERMAN VRDOLYAK (10th Ward):

Ada South McKinley Moorehouse, 9135 South Brandon Avenue.

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Day Care Center, 4600 South McDowell Avenue.

BY ALDERMAN FARY (12th Ward):

Misericordia Heart of Mercy, 2916 West 47th Street.

BY ALDERMAN MADRZYK (13th Ward):

Good Shepherd Lutheran Church Day Care Center, 4200 West 62nd Street.

Southwest Co-op Pre-School, 3500 West 63rd Place.

BY ALDERMAN BURKE (14th Ward):

Montessori Varnas Day Care Center, 3038 West 59th Street.

BY ALDERMAN LANGFORD (16th Ward):

Ezzard Charles Day Care Center (Montessori), 6701 South Emerald Avenue.

Chicago Urban Day School, 1248 West 69th Street.

Ada South McKinley Day Care Center, 6600 South Stewart Avenue.

Ada South McKinley Day Care Center, 6701 South Morgan Street.

BY ALDERMAN STREETER (17th Ward):

Zion Hill Child Development Center, 1460 West 78th Street.

BY ALDERMAN SHEAHAN (19th Ward):

The Beverly Montessori School, 9916 South Walden Parkway.

BY ALDERMAN JONES (20th Ward):

Washington Park South Early Childhood Learning Center, 6225 South Wabash Avenue.

Woodlawn Early Childhood Development Center, 950 East 61st Street.

Woodlawn A.M.E. Church Day Care Center, 6456 South Evans Avenue.

Y.M.C.A. Child Development Center, 6200 South Drexel Avenue.

Parkway Day Care Center/Hull House Association, 500 East 61st Street.

The First Presbyterian Church Day Care Center, 6400 South Kimbark Avenue.

BY ALDERMAN J. EVANS (21st Ward):

Brainerd Headstart, 8700 South Laflin Street.

BY ALDERMAN HENRY (24th Ward):

Ashland Center (Marcy-Newberry Association, Inc.), 1440 South Ashland Avenue.

Rockwell Center (Marcy-Newberry Association, Inc.), 2540 West Jackson Boulevard.

Marcy Center (Marcy-Newberry Association, Inc.), 1539 South Springfield Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

Emerson House/Chicago Commons Association, 645 North Wood Street.

Taylor House/Chicago Commons Association, 915 North Wolcott Avenue.

BY ALDERMAN DAVIS (29th Ward):

South Austin Day Care Center, 301 North Mayfield Avenue.

St. Martin Day Care Center, 5704 West Midway Park.

BY ALDERMAN GABINSKI (32nd Ward):

North Avenue Day Nursery, 2023 West Pierce Avenue.

BY ALDERMAN MELL (33rd Ward):

Casa Central Day Care Center Class I, 2610 North Francisco Avenue.

BY ALDERMAN BANKS (36th Ward):

Noah's Ark Pre-School, 3101 North Parkside Avenue.

BY ALDERMAN GILES (37th Ward):

Action Community Coalition Day Care Center, 5251 West North Avenue.

St. Paul Lutheran Day Care Center, 5035 West Ohio Street.

BY ALDERMAN LAURINO (39th Ward):

School for the Young Years, 4600 West Peterson Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Edison Park Lutheran Church Day Care Center, 6626 North Oliphant Avenue.

Faith Lutheran Church (Faith Pre-school), 6201 West Peterson Avenue.

The Presbyterian Church of Norwood Park Pre-school, 5849 North Nina Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Wayman Day Care Center, 590 West Elm Street.

BY ALDERMAN EISENDRATH (43rd Ward):

St. Vincent de Paul Day Care Center--Class II, 2145 North Halsted Street.

St. Vincent de Paul Day Care Center--Class I, 2145 North Halsted Street.

Moody Church Early Childhood Center, 1609 North LaSalle Street.

BY ALDERMAN HANSEN (44th Ward):

Temple Sholom Model Cities Day Care Center, 3480 North Lake Shore Drive.

The Athenaeum Theatre, 2936 North Southport Avenue.

Resurrection Pre-School, 3309 North Seminary Avenue.

Temple Sholom Gan Shalom Day Care Center, 3480 North Lake Shore Drive.

Florence G. Heller Jewish Community Center, 524 West Melrose Street.

The Athenaeum Theatre, 2936 North Southport Avenue.

The Mary Meyer School Day Care Center, 2817 North Pine Grove Avenue.

Illinois Masonic Medical Center (Lakeview Child Care Center), 900 West Oakdale Avenue.

BY ALDERMAN LEVAR (45th Ward):

Lydia Home Association Day Care Center, 4300 West Irving Park Road.

BY ALDERMAN SHILLER (46th Ward):

Jane Addams Sheridan Day Care Center, 912 West Sheridan Road.

Young Men's Jewish Council Day Care Center, 957 West Grace Street.

Uptown Family Care Center, 4520 North Beacon Street.

BY ALDERMAN BLOOM for *ALDERMAN ORR* (49th Ward):

Rogers Park Children's Learning Center, 1545 West Morse Avenue.

Howard Area Community Day Care Center, 7648 North Paulina Street.

BY ALDERMAN STONE (50th Ward):

Congregation K.I.N.S. West Rogers Park Nursery, 2800 West North Shore Avenue.

Virginia Frank Child Development Center Torah Tots, Inc., 6350 North Whipple Street.

Northwest Baptist Church Play School, 6015 North Francisco Avenue.

Misericordia Heart of Mercy North, 6300 North Ridge Avenue.

High Ridge Y.M.C.A. Day Care Center, 2424 West Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN RUSH (2nd Ward):

Illinois Institute of Technology, sundry locations--annual institutional inspection.

Illinois Institute of Technology, IIT Center, sundry locations--semi-annual elevator inspection.

BY ALDERMAN BLOOM (5th Ward):

Catholic Theological Union, 5326 South Cornell Avenue--building inspection.

Catholic Theological Union, 5401 South Cornell Avenue--building inspection.

McCormick Theological Seminary, 5555 South Woodlawn Avenue--boiler and fuel burning equipment inspection.

McCormick Theological Seminary, 5555 South Woodlawn Avenue--building inspection.

McCormick Theological Seminary, 5555 South Woodlawn Avenue--institutional building inspection.

McCormick Theological Seminary, sundry locations--elevator inspection.

BY ALDERMAN HUELS (11th Ward):

Our Lady of Good Counsel Church, 3528 South Hermitage Avenue--annual building inspection.

BY ALDERMAN SHEAHAN (19th Ward):

Jane Smith and Martha Washington Home, 2340 West 113th Place--annual maintenance and operating cost of one (1) fire alarm box.

BY ALDERMAN SOLIZ (25th Ward):

Schwab Rehabilitation Center, 1401 South California Boulevard--annual maintenance and operating cost of one (1) private fire alarm box.

BY ALDERMAN GILES (37th Ward):

St. Anne's Hospital, 4950 West Thomas Street--annual sign inspection.

St. Anne's Hospital, 4950 West Thomas Street--annual institutional inspection.

BY ALDERMAN LAURINO (39th Ward) and
ALDERMAN O'CONNOR (40th Ward):

Avers Group Home, 5100 North Avers Avenue--annual institutional inspection.

BY ALDERMAN O'CONNOR (40th Ward):

Byron Center, 6050 North California Avenue--elevator inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, 7435 West Talcott Avenue--annual maintenance and operating cost of three private fire alarm boxes.

BY ALDERMAN EISENDRATH (43rd Ward):

Children's Memorial Hospital, 2300 Children's Plaza--for their premises located at 715 West Belden Avenue--annual building inspection.

Grant Hospital of Chicago, 550 West Webster Avenue--privilege of a ramp located adjacent to 551 West Grant Place.

Augustana Hospital, 411 West Dickens Avenue--annual maintenance and operating cost of one (1) private fire alarm box.

BY ALDERMAN HANSEN (44th Ward):

Saint Joseph Hospital and Health Care Center, sundry locations--annual maintenance and operating cost of private fire alarm boxes.

BY ALDERMAN OSTERMAN (48th Ward):

Ark Social Service Agency, 4833--4835 North Broadway--sign inspection.

Ark Social Service Agency, 4833--4835 North Broadway--mechanical ventilation inspection.

Franciscan Fathers, 6107 North Kenmore Avenue--elevator inspection.

BY ALDERMAN STONE (50th Ward):

Northwest Home for the Aged, 6300 North California Avenue--annual parking sign maintenance and surcharge.

The Center for the Rehabilitation and Training of the Disabled, 6610 North Clark Street--annual parking sign maintenance and surcharge.

The Center for the Rehabilitation and Training of the Disabled, 6610 North Clark Street--semi-annual elevator inspection.

WATER RATE EXEMPTION:

BY ALDERMAN FARY (12th Ward):

Misericordia Heart of Mercy, 2916 West 47th Street.

BY ALDERMAN MADRZYK (13th Ward):

St. Mary Star of the Sea Church, 6435 South Kilbourn Avenue.

BY ALDERMAN BUTLER (27th Ward):

Franklin Boulevard Community Hospital, 3240 West Franklin Boulevard.

BY ALDERMAN CULLERTON (38th Ward):

John F. Kennedy Medical Center, 5645 West Addison Street.

BY ALDERMAN O'CONNOR (40th Ward):

Edgewater Hospital, 5700 North Ashland Avenue.

BY ALDERMAN OSTERMAN (48th Ward):

Self Help Home for the Aged, 908 West Argyle Street.

BY ALDERMAN STONE (50th Ward):

Misericordia Home, 6300 North Ridge Avenue.

Congregation Ezras Israel, 7001 North California Avenue.

Northwest Home for the Aged, 6300 North California Avenue.

REFUND OF FEES:

BY ALDERMAN ROTI (1st Ward):

Pacific Garden Mission, 646 South State Street--Refund in the amount of $100.00.

BY ALDERMAN GILES (37th Ward):

Action Community Coalition, 5251 West North Avenue--Refund in the amount of $75.00.

BY ALDERMAN HANSEN (44th Ward):

Resurrection Lutheran Church Pre-school, 3309 North Seminary Avenue-- Refund Day Care License in the amount of $75.00.

WAIVER OF FEES:

BY ALDERMAN GUTIERREZ (26th Ward):

Joseph Cosette and Mary Norys, 1738 North Albany Avenue--Waiver of handicapped sign installation fee.

BY ALDERMAN DAVIS (29th Ward):

Circle Christian Development, 118 North Central Avenue--payment of permit fee from the Department of Inspectional Services for the rehabilitation of the building at 5700 to 5710 West Washington Boulevard.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (April 1, 1987).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on April 1, 1987 at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL (April 16, 1987).
Special Meeting.

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on April 16, 1987, at 2:00 P.M., signed by him as such City Clerk.

Alderman T. Evans moved to Correct the printed Official Journal as follows:

"I hereby move to correct the Journal of the Proceedings of the City Council of the City of Chicago special meeting of April 16, 1987, by deleting the words "Rule 27" appearing on the second line from the top of page 25 and inserting the words "Rule 37" in lieu thereof."

The motion to correct *Prevailed.*

Thereupon, Alderman T. Evans moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL (May 4, 1987).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on May 4, 1987 at 12:00 P.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL (May 6, 1987).
Special Meeting.

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on May 6, 1987 at 12:00 P.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Approve* said printed Official Journal 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 T. Evans, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 1, 1987, pages 41154--41191, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Davis, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Mell, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 45.

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. 2-F
(As Amended).

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in area bounded by

a line approximately 148.57 feet north of and approximately parallel to West Van Buren Street; South Clinton Street; West Van Buren Street; and the public alley next west of South Clinton 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. 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 Residential Planned Development No. 269 symbols and indications as shown on Map No. 2-G in the area bounded by

West Vernon Park Place; the east line of the alley next east of and parallel to South Miller Street; the south line of the alley next north of and parallel to West Polk Street; the west line of the alley next east of and parallel to South Carpenter Street; a line 165.83 feet south of West Vernon Park Place; and South Carpenter Street,

to the designation of a Residential Planned Development No. 269, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. 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:

Residential Planned Development No. 269, As Amended.

Plan Of Development.

1. The area delineated herein as "Residential Planned Development No. 269", as amended, is controlled by the City of Chicago, Department of Urban Renewal, since it lies within the Near West Side Conservation Area.

2. All applicable official reviews, approvals or permits are required to be obtained by the redeveloper or its successor.

3. 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.

4. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Department of Urban Renewal or its successors and approval of the Chicago City Council.

5. Any service drive or other ingress or egress shall be adequately designed and paved in accordance with the 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. There shall be no parking within such paved areas.

6. Use of land will consist of residential dwelling units and off-street parking as authorized by this Plan of Development.

7. The following information sets forth data concerning the property included in said development and data concerning a generalized land use plan (Site Plan), illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.

8. Identification signs may be permitted with the approval of the Commissioner of Planning.

9. All alleys within the boundaries of the Planned Development shall not be reduced to less than 20 feet in width where they are adjacent to garages, per the site plan contained in Schedule B of the Amended Redevelopment Agreement.

10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.

APPLICANT: Department Of Urban Renewal

DATE:

Residential Planned Development No. 269, As Amended.

Planned Development Use & Bulk Regulations & Data.

Net Site Area		General Description			
Sq. Ft.	Acres	Of Land Use	D.U.s	F.A.R.	% Of Land Coverage

96,706.1	2.22	1200 To 2700 square foot residential townhouses with a minium of 64 enclosed parking spaces	54	1.2	30% without garages

Gross Site Area: Net site area & area of adjacent public streets and alleys.
96,706 (2.22 acres) plus 17,767 (.41 acres)
= 114,473 (2.63 Acres)

Maximum Number Of D.U.s: 54

Maximum Permitted F.A.R. For Total Net Site Area: 1.2

Minimum Number Of Off-Street Parking Spaces: 64

Minimum Number Of Loading Berths: 0

Maximum Percentage Of Land Covered: 30% Without Garages

Minimum Periphery Setbacks:

	At Building (excluding stairs)
North	0' - 0"
East	18' - 0"
West (LR 16A)	18' - 0"
(LR 16B & 102)	5' - 0"
South (LR 102)	8' - 0"
(LR 16A)	52' - 0"

Setback and yard requirements may be adjusted where required to permit conformance to the patterns of, or architectural arrangement related to, existing structures or when necessary because of technical reasons, subject to the approval of the Department of Urban Renewal and the Commissioner of Planning.

APPLICANT: Department Of Urban Renewal

DATE:

[Residential Planned Development Zoning Maps printed on pages 557 through 560 of this Journal.]

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 B5-2 General Service District and M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 2-G in the area bounded by

West Congress Parkway; South Throop Street; West Harrison Street; and South Loomis Street,

to the designation of an Institutional Planned Development, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. 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:

Near West Elementary School

Institutional Planned Development

Plan Of Development

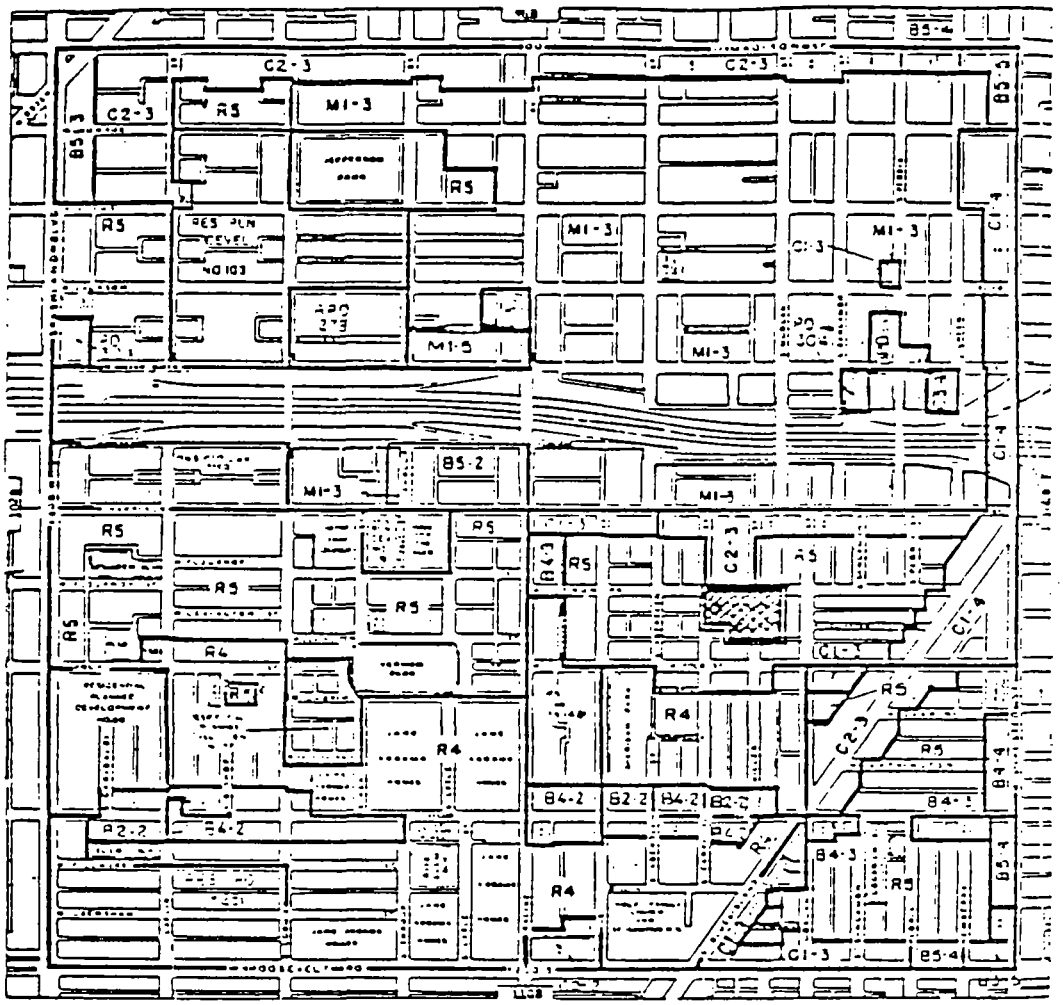
Statements.

1. The area delineated hereon as "Institutional Planned Development" is owned and controlled by the Board of Education of the City of Chicago.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.

(Continued on page 561)

RESIDENTIAL PLANNED DEVELOPMENT NO. 269, as amended



"RESIDENTIAL PLANNED DEVELOPMENT"
ZONING MAP

LEGEND:

Residential Planned Development

APPLICANT:

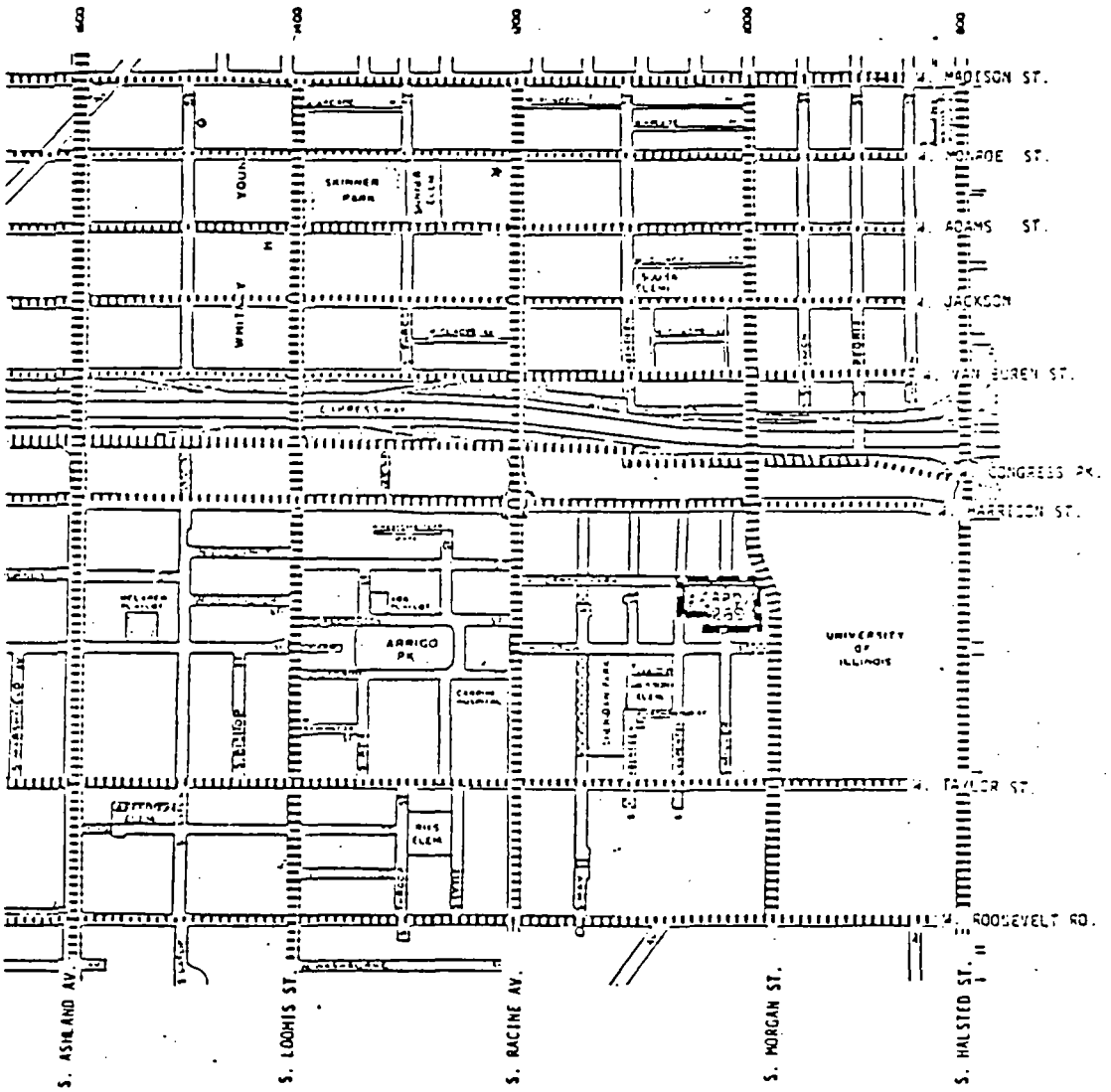
Department of Urban Renewal

DATE:

RESIDENTIAL-PLANNED DEVELOPMENT NO. 269, as amended

EXISTING ZONING AND PREFERENTIAL

STREET MAPS



LEGEND:

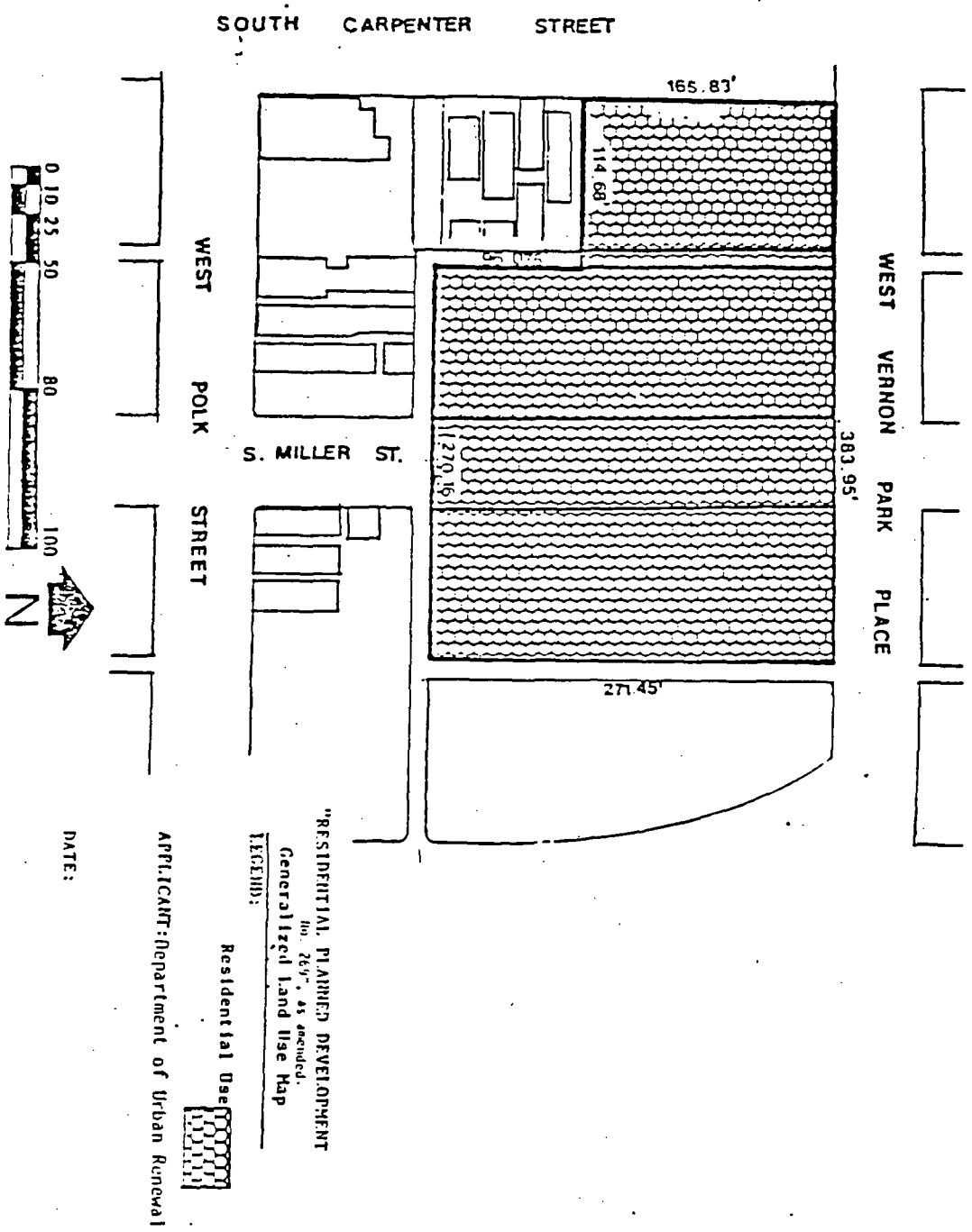
RESIDENTIAL-PLANNED DEVELOPMENT

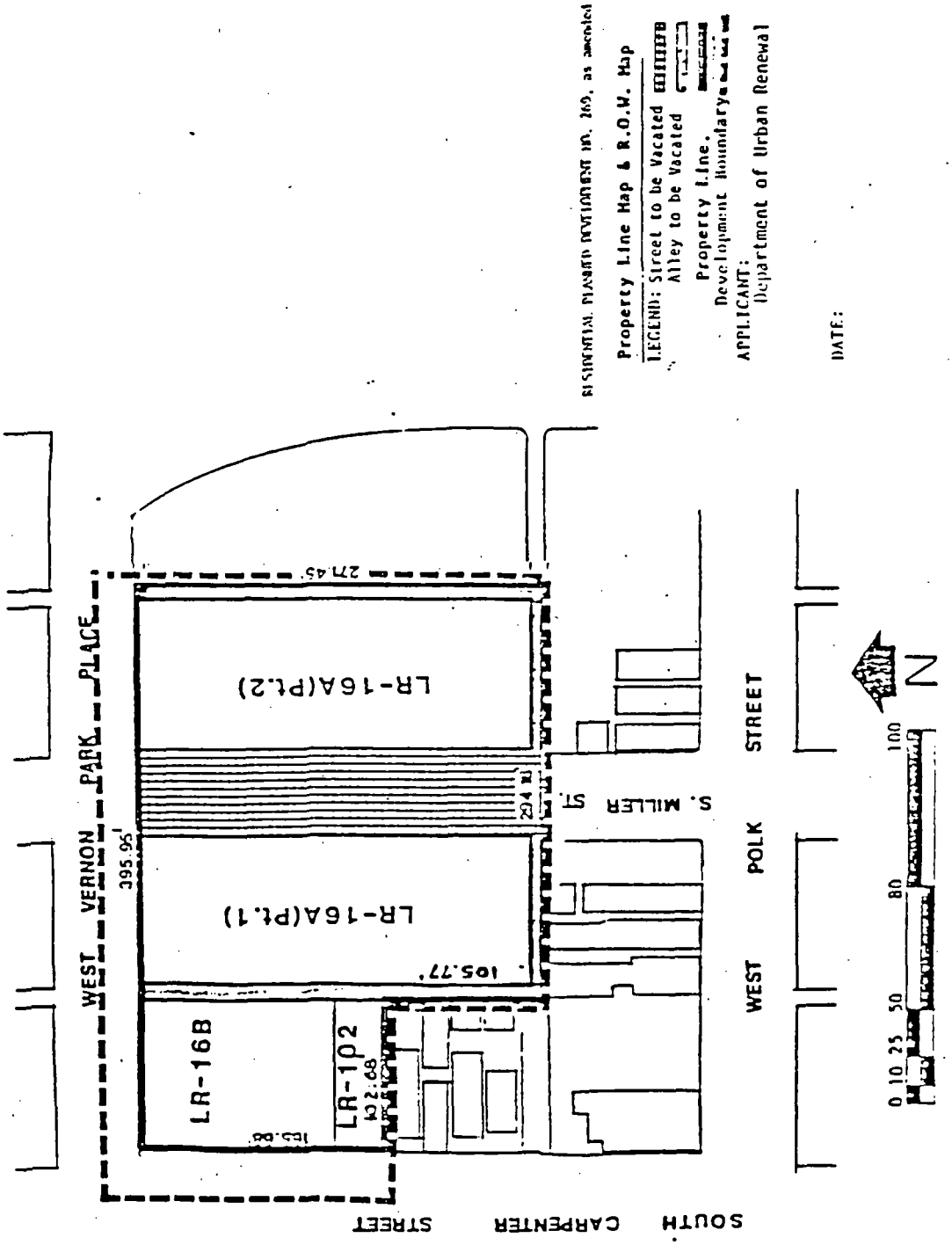
ZONING DISTRICT BOUNDARIES

PREFERENTIAL STREET

APPLICANT: Department of Urban Renewal

DATE:


SOUTH CARPENTER STREET
165.83'
114.68'
383.95'
270.16'
271.45'
S. MILLER ST.
WEST POLK STREET
WEST VERNON PARK PLACE
0 10 25 50 80 100
N
"RESIDENTIAL PLANNED DEVELOPMENT No. 269", as amended.
Generalized Land Use Map
LEGEND:
Residential Use
APPLICANT: Department of Urban Renewal
DATE:


Property Line Map & R.O.W. Map
LEGEND: Street to be Vacated
Alley to be Vacated
Property Line.
Development Boundary
APPLICANT:
Department of Urban Renewal
DATE:
LR-16A(Pt.2)
LR-16A(Pt.1)
LR-16B
LR-10
WEST VERNON PARK PLACE
S. MILLER ST.
WEST POLK STREET
SOUTH CARPENTER STREET
N
0 10 25 50 80 100

(Continued from page 556)

3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Board of Education of the City of Chicago, and approval by the City Council.

4. All applicable official reviews, approvals or permits are required to be obtained by the Board of Education or its successors.

5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

6. Use of land will consist of Academic and related uses and areas as authorized by the Chicago Zoning Ordinance.

7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of this Plan of Development.

8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning.

9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Board of Education of the City of Chicago

DATE: January 28, 1987

Use And Bulk Regulations And Data.

Net Site Area	General Description Of Land Use	Number Of Dwelling Units	Maximum Fl. Area Ratio	Maximum Percentage Of Land Covered

Sq. Ft.	Acres				
		Assembly Uses And Off Street Parking	0	.44	19.36%
153,437	3.52				

Gross Site Area	= Net Site Area	Area Of Public Streets
218,490 S.F.	153,437 S.F.	65,053 S.F.

Maximum Permitted F.A.R. For Total Net Site Area: .44

Minimum Number Of Off-Street Parking Spaces: 46

Minimum Number Of Off-Street Loading Spaces: 2

Minimum Setbacks: North Building Set Back: 4'-5 7/8"
South Building Set Back: 4'-3 1/8"
East Building Set Back: 258'-0"
West Building Set Back: 40'-0"

[Institutional Planned Development Zoning Maps printed on pages 564 through 567 of this Journal.]

Reclassification Of Area Shown On Map No. 3-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 B4-2 Restricted Service District symbols and indications as shown on Map No. 3-G in the area bounded by

North Milwaukee Avenue; a line 175 feet southeast of West Haddon Avenue; the alley next southwest of North Milwaukee Avenue; and a line 125 feet southeast of West Haddon Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 3-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 3-H in the area bounded by

> West North Avenue; a line 48 feet east of and parallel to the alley next east of and parallel to North Wood Street; the alley next south of and parallel to West North Avenue; and a line 24 feet east of and parallel to the alley next east of and parallel to North Wood 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. 4-G.

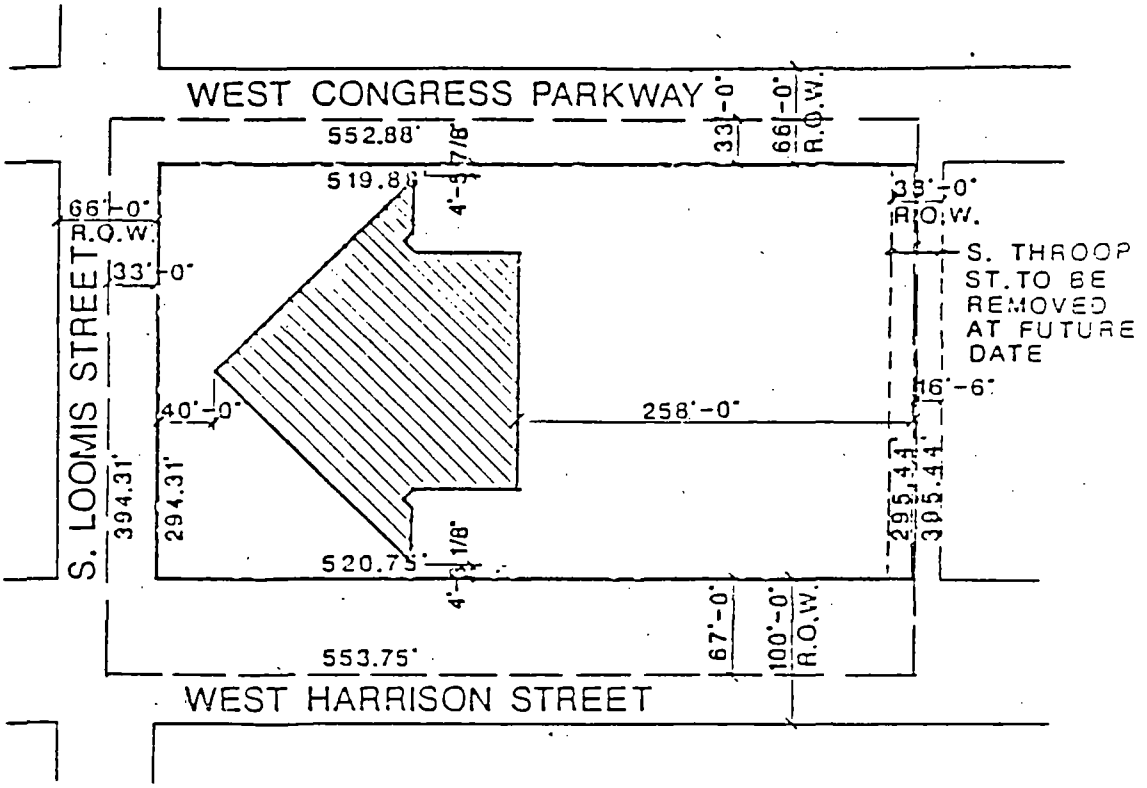
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-G in the area bounded by

> 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,

(Continued on page 568)

PLANNED ASSEMBLY DEVELOPMENT
PLOT PLAN



LEGEND

PLANNED DEVELOPMENT BOUNDARY

PROPERTY LINE

BUILDING OUTLINE

N

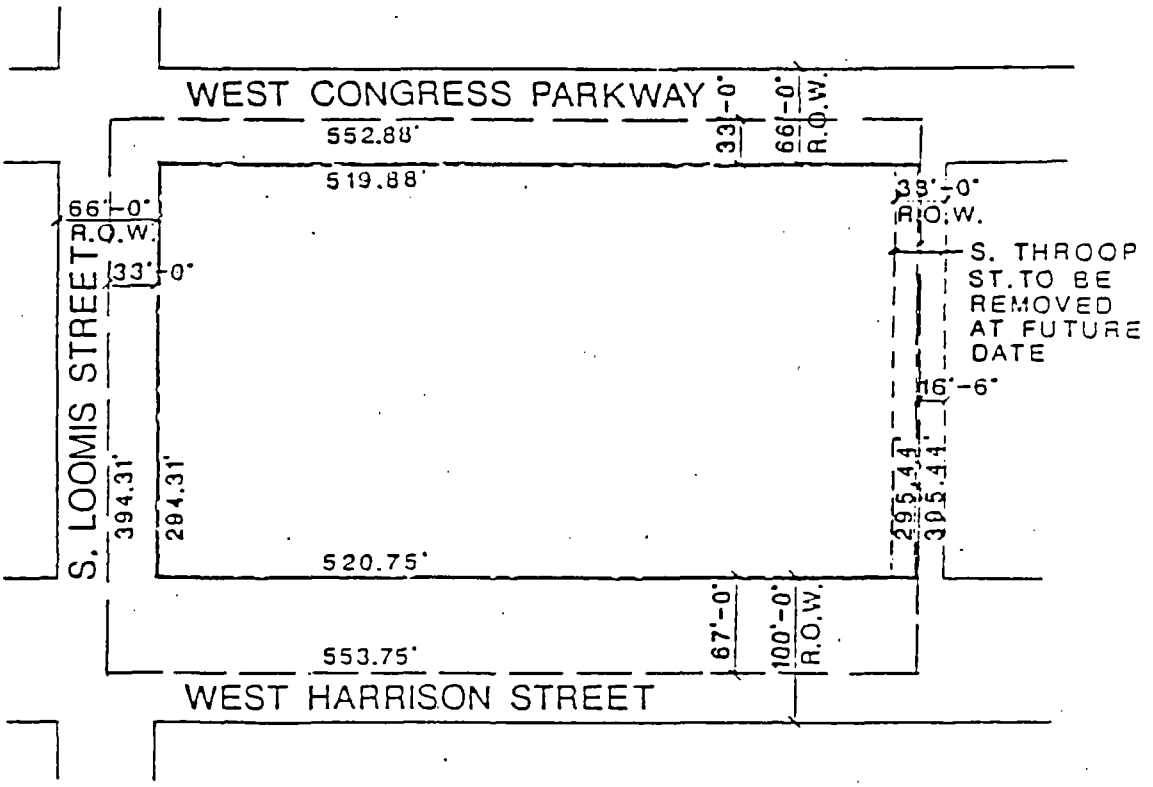
0 50 100 200

SCALE IN FEET

APPLICANT:

DATE:

PLANNED ASSEMBLY DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



LEGEND

PLANNED DEVELOPMENT BOUNDARY

PROPERTY LINE

N

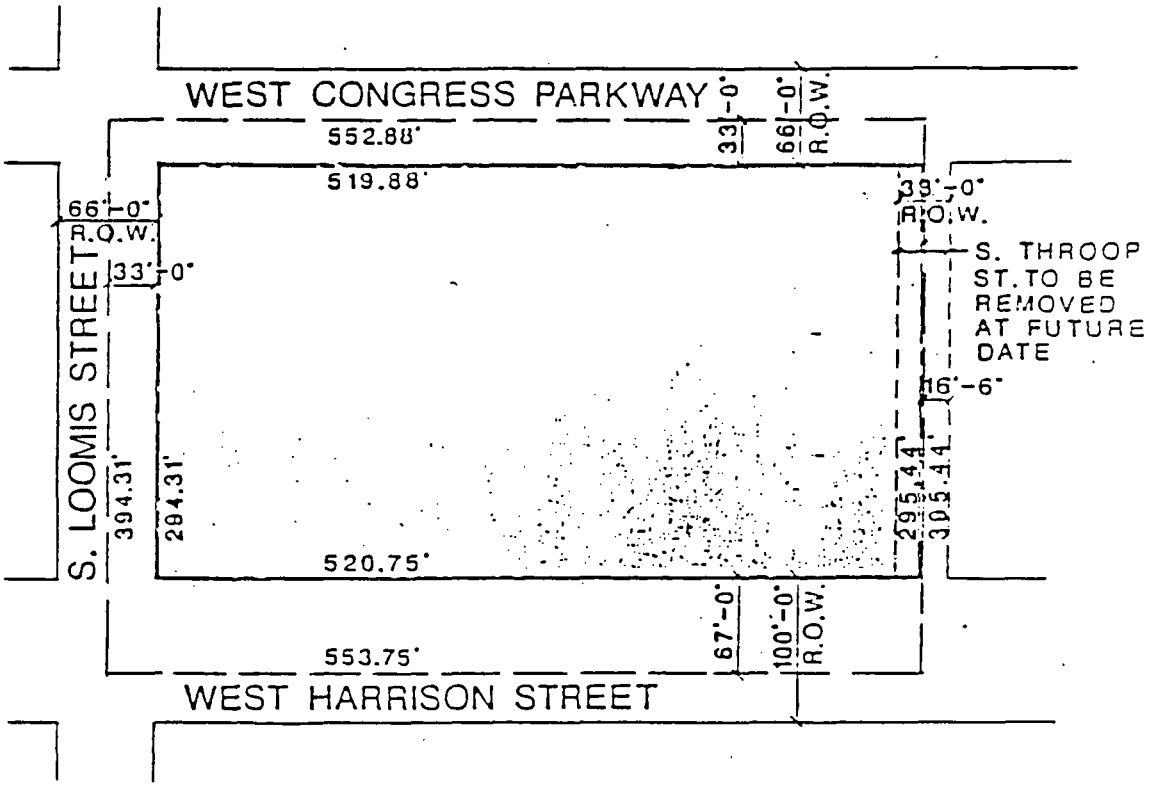
0 50 100 200

SCALE IN FEET

APPLICANT:

DATE:

PLANNED ASSEMBLY DEVELOPMENT
GENERAL LAND USE MAP



LEGEND

PLANNED DEVELOPMENT BOUNDARY

PROPERTY LINE

PLANNED ASSEMBLY DEVELOPMENT
ACADEMIC AND RELATED USES

N

0 50 100 200

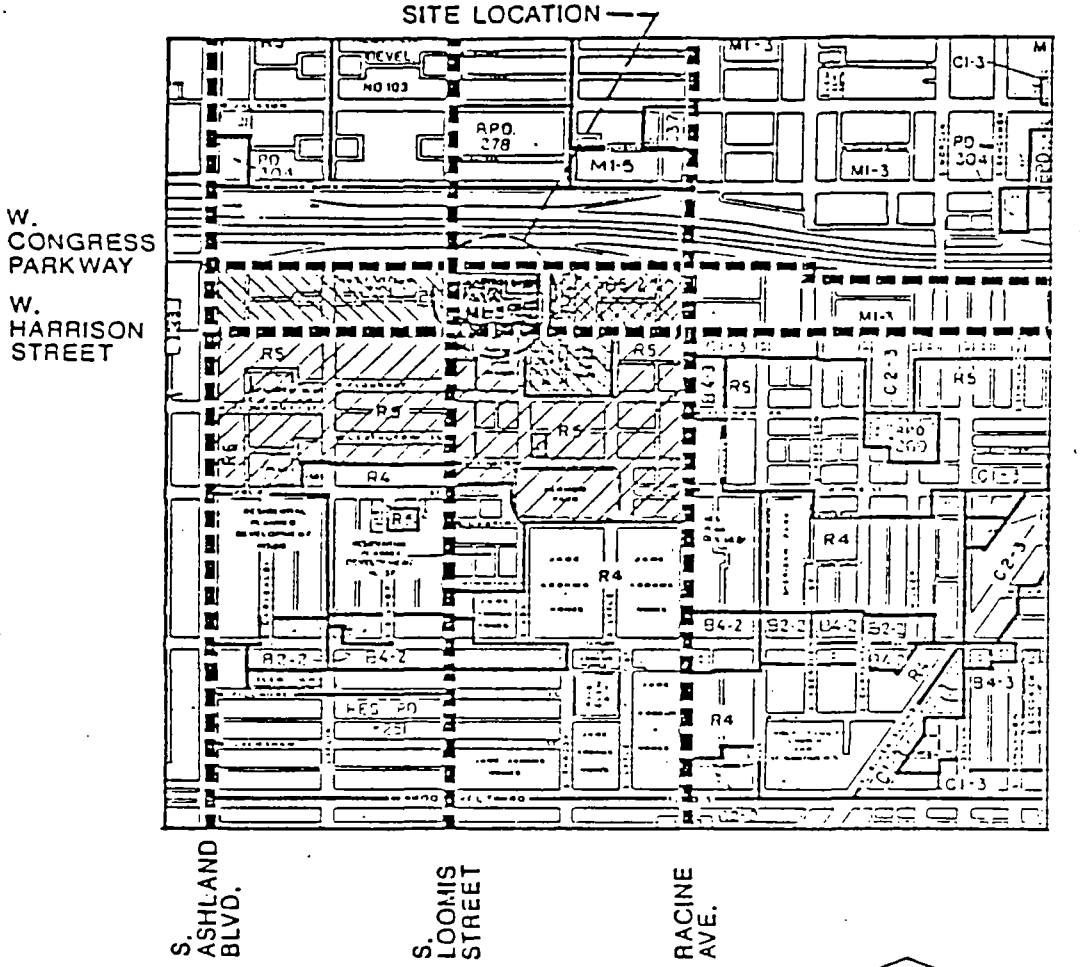
SCALE IN FEET

APPLICANT:

DATE:

PLANNED ASSEMBLY DEVELOPMENT

EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

- PLANNED ASSEMBLY DEVELOPMENT BOUNDARY
- RESIDENTIAL PLANNED DEVELOPMENT
- R5 GENERAL RESIDENCE DISTRICT
- B5-2 GENERAL SERVICE DISTRICT
- PREFERENTIAL STREET SYSTEM

APPLICANT:

DATE:

(Continued from page 563)

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. 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:

Komensky School

Institutional Planned Development.

Plan Of Development.

Statements.

1. The area delineated hereon as "Institutional Planned Development" is owned and controlled by the Board of Education of the City of Chicago.

2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.

3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Board of Education of the City of Chicago, and approval by the City Council.

4. All applicable official reviews, approvals or permits are required to be obtained by the Board of Education or its successors.

5. Service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.

6. Use of land will consist of Academic and related uses and areas as authorized by the Chicago Zoning Ordinance.

7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of this Plan of Development.

8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning.

9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Board of Education of the City of Chicago

DATE: June 12, 1986

Komensky School.

Institutional Planned Development.

Planned Development Use And Bulk Regulations And Data.

Net Site Area Sq. Ft.	Acres	General Description of Land Use	Maximum Floor Area Ratio	Maximum % of Land Covered
108,082.0	2.48	Use of land will consist of academic and related uses including recreational, and off-street parking and loading facilities	1.2	39,525 sq. ft. 36.5%

Gross Area = Net Site Area 2.48 acres; plus public rights-of-way, 0.867 acres = 3.347 acres Gross Site Area.

Maximum Permitted F.A.R. For Total Net Site Area: 1.2

Minimum number of off-street parking spaces: 43

Minimum number of off-street loading berths: 1

Minimum periphery building setbacks:

north boundary--42'
east boundary--21'-6"
south boundary--174'-5 1/4"

west boundary--2'-0"

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning and Community Development.

Maximum percentage of land covered for the Net Site Area: 36.5%

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.

APPLICANT: Board of Education of the City of Chicago

DATE: March 10, 1986

[Institutional Planned Development Zoning Maps printed on pages 571 through 574 of this Journal.]

Reclassification Of Area Shown On Map No. 5-G (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 R3 General Residence District symbols and indications as shown on Map No. 5-G in the area bounded by

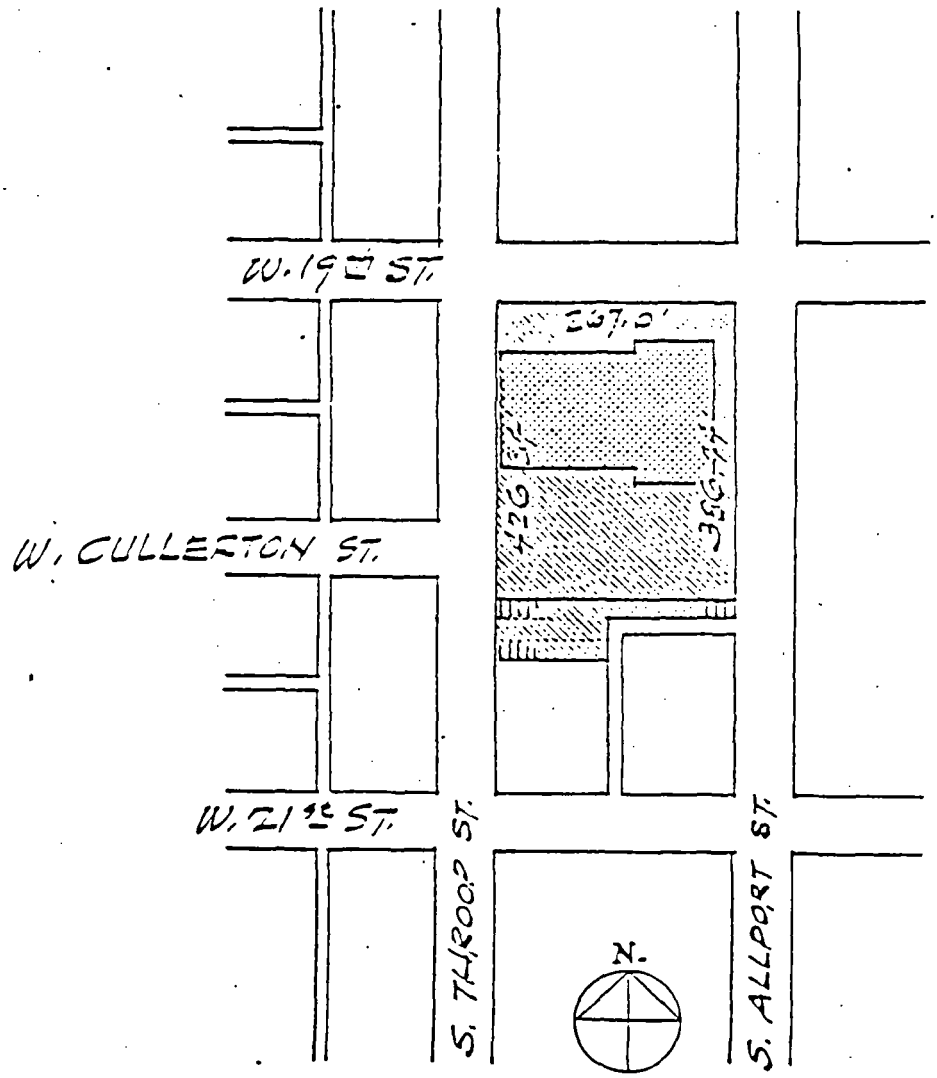
a line 25 feet north of and parallel to West Belden Avenue; the alley next east of and parallel to North Janssen Avenue; West Belden Avenue; and North Janssen Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

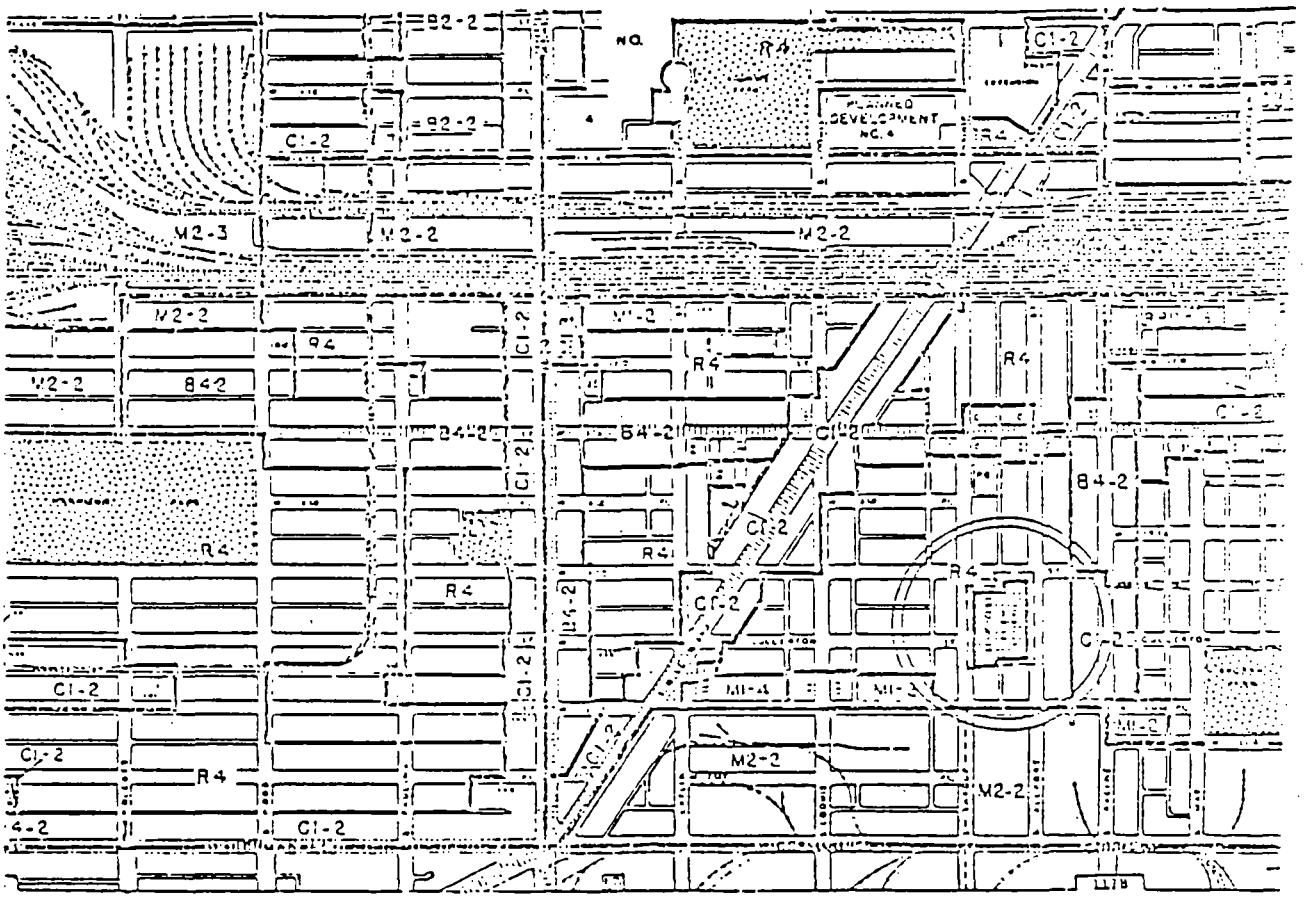
Reclassification Of Area Shown On Map Nos. 6-G and 8-G.

(Continued on page 575)


W. 19TH ST.
W. CULLERTON ST.
W. 21ST ST.
S. THROOP ST.
S. ALLPORT ST.
207.0'
426'
350.77'
N.
1" = 200 FT
0
200'

PLOT PLAN

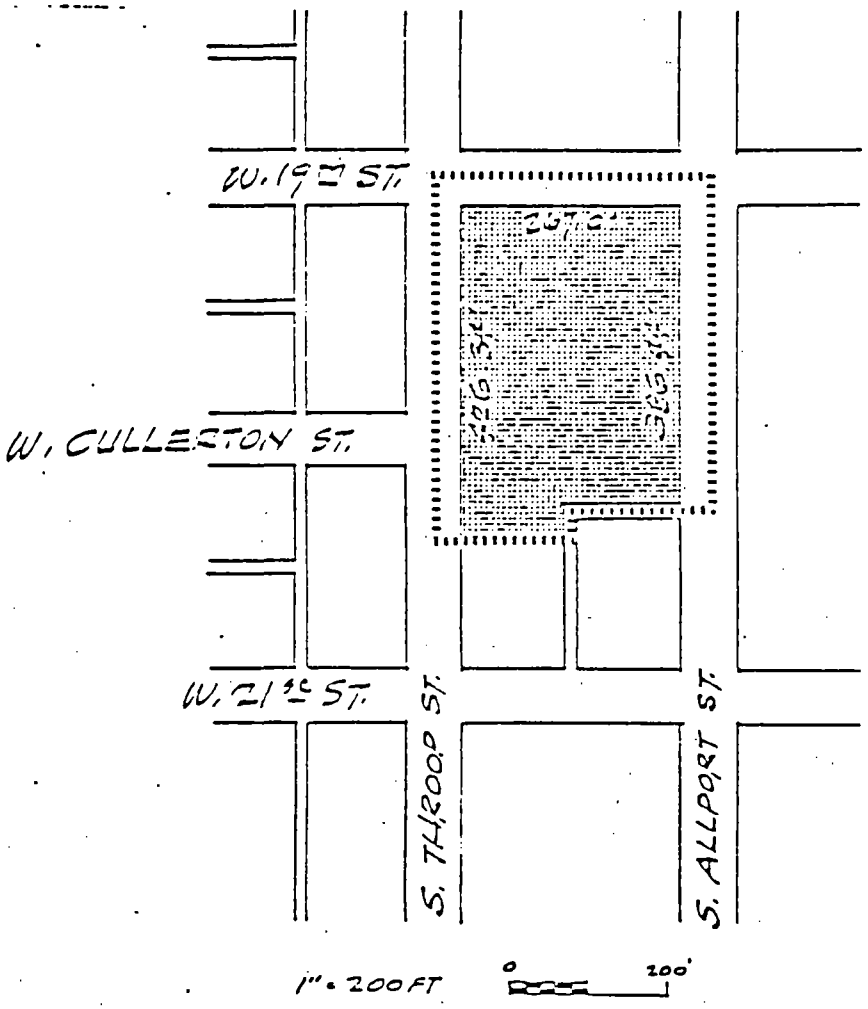
INSTITUTIONAL PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



APPLICANT: THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

DATE: JUNE 12, 1986

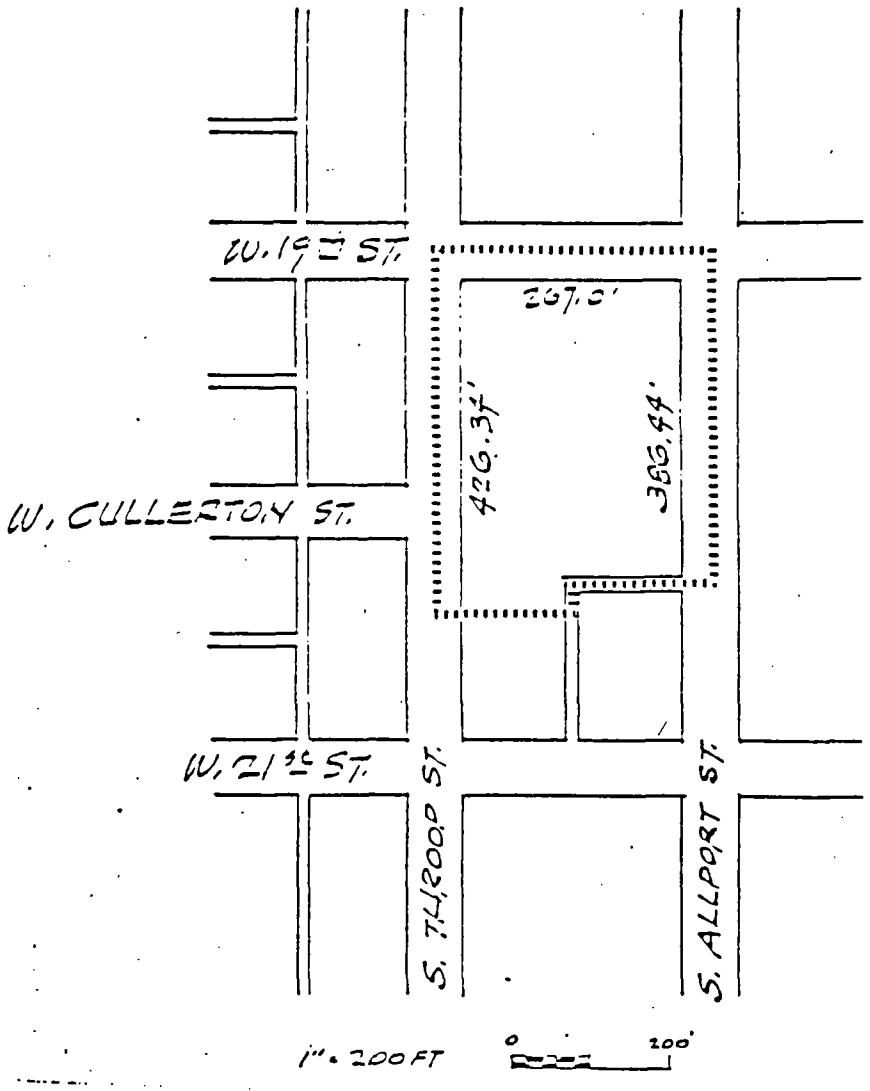
INSTITUTIONAL PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



APPLICANT: THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

DATE: JUNE 12, 1986

INSTITUTIONAL PLANNED DEVELOPMENT PROPERTY LINE MAP



PLANNED DEVELOPMENT BOUNDARY

APPLICANT: THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

DATE: JUNE 12, 1986

(Continued from page 570)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development No. 307 and C4 Motor Freight Terminal District symbols and indications as shown on Map No. 8-G and on Map No. 6-G in the area bounded by

> South Archer Avenue: the westerly line of the south fork of the South Branch of the Chicago River; a line 425.80 feet north of and parallel to West 33rd Street; a line 507 feet east of and parallel to South Ashland Avenue; West 33rd Street; a line 221 feet east of and parallel to South Ashland Avenue; a line 425.80 feet north of and parallel to West 33rd Street; and South Ashland Avenue,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. 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:

Business Planned Development No.

Statements.

1. The property is owned or controlled by Trident Developments Inc. Legal title to the subject property is held by LaSalle National Bank, trustee under trust number 110462 under trust agreement dated November 1, 1985. The sole beneficiary of said trust is Dodi Development Inc., a Delaware corporation with offices at 450 East Devon, Suite 250, Hamilton Lakes, Itasca, Illinois, 60143. The owner has designated Trident Developments, Inc., a Delaware corporation with offices located at 450 East Devon, Suite 250, Hamilton Lakes, Itasca, Illinois, 60143 as its authorized agent for the purpose of this application.

2. All applicant official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.

3. Any dedication or vacation of streets and alleys, or easements, or adjustments of right of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.

4. The following uses shall be permitted within the area delineated herein as Business Planned Development: grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses (exclusive of any principal activity of permanent outdoor storage and service station uses).

5. Accessory buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to or concurrently with any one or more principal buildings, subject to the approval of the Department of Planning.

6. Off-street parking and off-street 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. Access to the accessory structures shall be from the same location serving the general parking for the Planned Development.

7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the 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; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.

8. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 0.25.

9. Identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the Department of Inspectional Services and the Department of Planning.

10. The height restriction of any building or any appurtenance attached hereto shall be subject to:

    a. height limitations as certified on Form F.A.A.-117, or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and

    b. airport zoning regulations as established by the Department of Planning, Department of Aviation, and the Department of Law, as approved by the City Council.

11. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the land use and development controls applicable to the site.

    Attached hereto and incorporated herein by reference are:

    A. Existing zoning and preferential street system map;

    B. Property line map and right-of-way adjustments;

C. Generalized Land Use Plan; and

D. Planned Development Use and Bulk Regulations and Data Chart.

12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Trident Developments, Inc.

ADDRESS: 3107--3181 S. Ashland Avenue, Chicago, Ill. 60608

DATE: November 6, 1986

Business Planned Development Number _____

Use And Bulk Regulations And Data.

Net Site Area Sq. Ft.	Acres	General Description of Land Use	F.A.R.	% Of Land Coverage
773.682	17.76	Grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses* *exclusively of any principal activity of permanent outdoor storage and service station uses.	0.25	25

Gross Site Area

Net Site Area of 17.76 acres plus Public-Right-of-Way of 1.39 acres = 19.15 acres.

Number Of Off-Street Loading Spaces

Per requirements of B5 General Service Districts.

Minimum Number Of Parking Spaces

700

Periphery Setbacks At Property Lines

West Property Line along S. Ashland Avenue	50 feet
North Property Line along S. Archer Avenue	50 feet
East Property Line along S. fork of S. Branch of Chicago River	50 feet
All other Property Lines	0 feet

APPLICANT: Trident Developments, Inc.

ADDRESS: 3107--3181 S. Ashland Avenue, Chicago, Ill. 60608

DATE: November 6, 1986

[Business Planned Development Zoning Maps printed on pages 579 through 581 of this Journal.]

Reclassification Of Area Shown On Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 7-G in the area bounded by

> a line 206.57 feet south of West Diversey Parkway; the alley next west of North Janssen Avenue; the alley next south of West Diversey Parkway; the alley next east of North Janssen Avenue; a line 281.75 feet south of West Diversey Parkway; North Southport Avenue; a line 628.69 feet south of West Diversey Parkway; a line 262.33 feet west of North Southport Avenue; a line 363.98 feet south of West Diversey Parkway; and North Greenview Avenue,

to the designation of a Residential Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

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

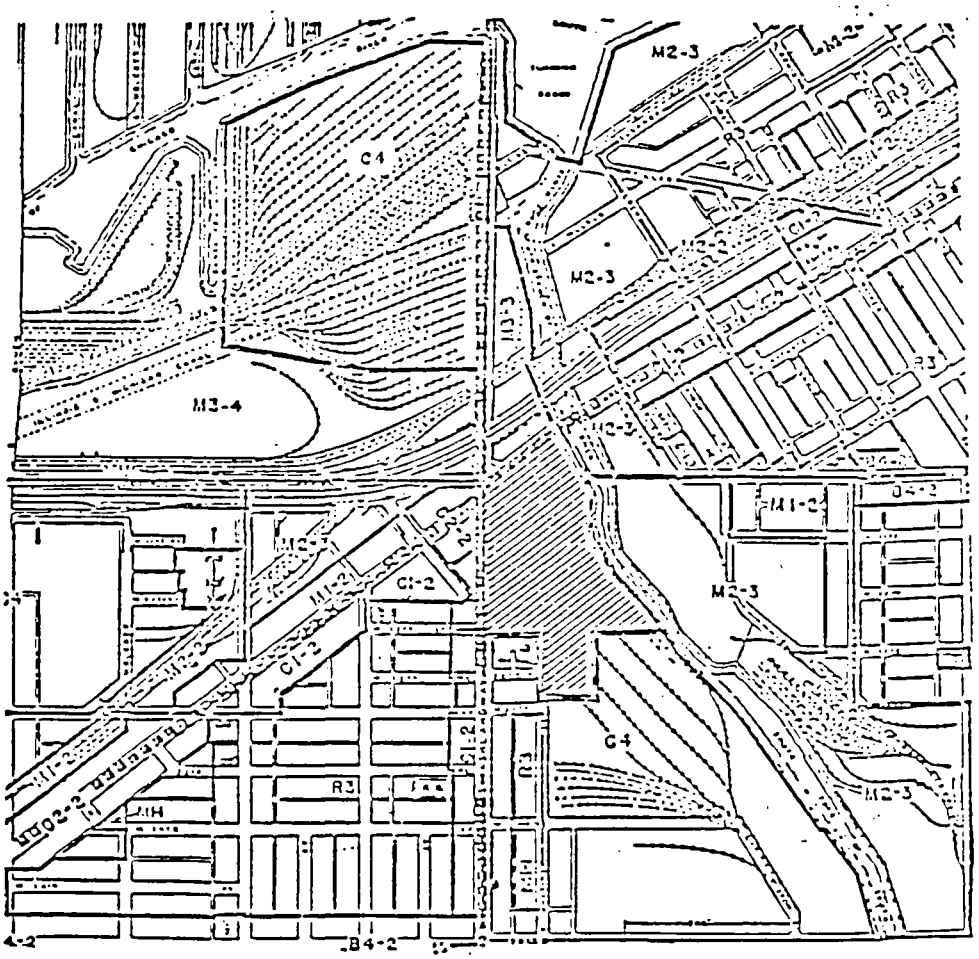
Plan of Development attached to this ordinance reads as follows:

Residential Planned Development.

(Continued on page 582)

BUSINESS PLANNED DEVELOPMENT NO._____

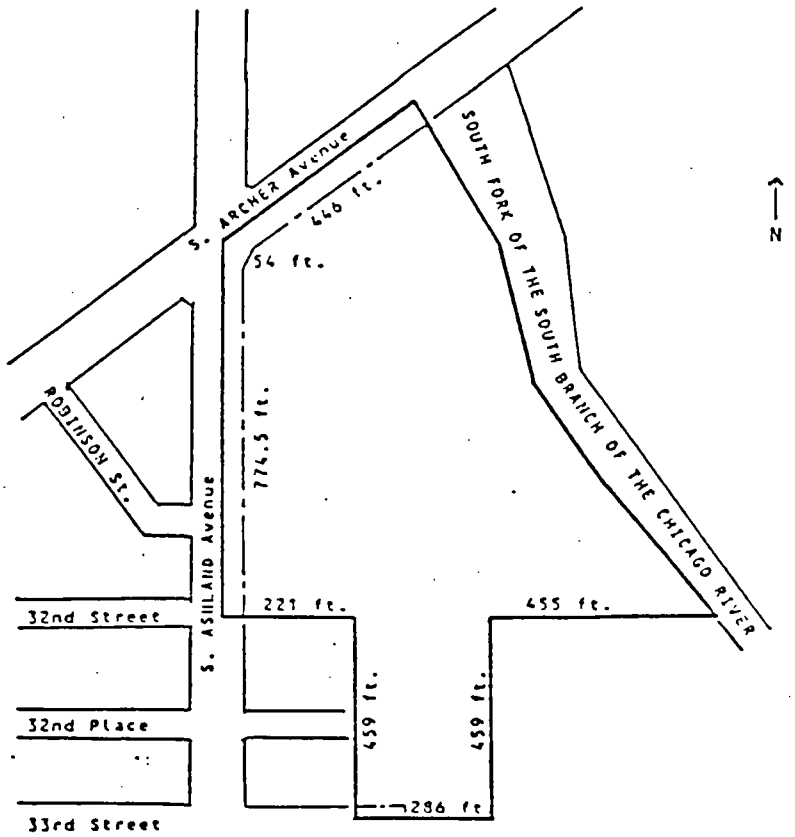
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND: PLANNED DEVELOPMENT
PREFERENTIAL STREETS
ZONING DISTRICT BOUNDARY

APPLICANT: Trident Developments, Inc.
ADDRESS: 3107-3181 S. Ashland Avenue, Chicago, Ill. 60608
DATE: November 6, 1986

BUSINESS PLANNED DEVELOPMENT NO. _____
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



LEGEND: ——— Planned Development Boundary

— — — Property Line other than Planned Development Boundary

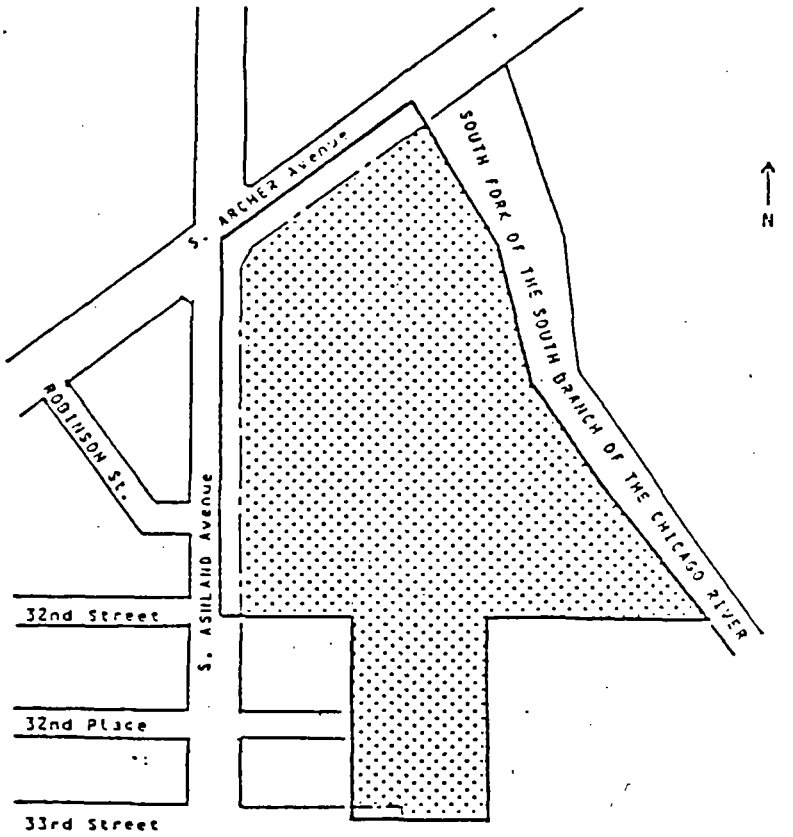
APPLICANT: Trident Developments, Inc.

ADDRESS: 3107-3181 S. Ashland Avenue, Chicago, Ill. 60608

DATE: November 6, 1986

BUSINESS PLANNED DEVELOPMENT NO._____

GENERALIZED LAND USE PLAN



Legend: Grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses*

*exclusive of any principal activity of permanent outdoor storage and service station uses.

APPLICANT: Trident Developments, Inc.
ADDRESS: 3107-3181 S. Ashland Avenue, Chicago, Ill. 60608
DATE: November 6, 1986

(Continued from page 578)

Statements.

1. The area delineated herein as "Residential Planned Development" is owned and controlled by Atlantis Properties, Ltd., an Illinois corporation. The proposed development of that area satisfies the established criteria for approval as a Planned Development under Chicago Zoning Ordinance Section 11.11-1 (e).

2. Off-street parking shall be provided in compliance with this Plan of Development.

3. Any dedication or vacation of streets, or resubdivision of parcels shall require a separate submittal on behalf of the Applicant, its successors, assignees or grantees and approval by the City Council.

4. All applicable official review, approvals or permits are required to be obtained by the Applicant, its successors, assignees or grantees.

5. Service drives, if any, or any other ingress or egress lanes, not heretofore proposed to be dedicated shall be adquately designed and paved in accord with the 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. There shall be no parking permitted within such paved area.

6. Residential and accessory use and off-street parking, including three handicapped spaces, shall be permitted within the planned development.

7. The following information sets forth data concerning the property included in said development. A Generalized Land Use Plan is also included illustrating the development of said property.

8. Identification signs may be permitted within the area delineated as Residential Planned Development subject to the review and approval of the Department of Inspectional Services and the Department of Planning.

9. This Plan of Development is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein.

10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as adopted by the Department of Planning.

APPLICANT: Atlantis Properties, Ltd.

222 West Ontario
Chicago, Illinois 60610

DATE: January 14, 1987

AMENDED: February 26, 1987

Residential Planned Development No._____

Plan Of Development.

Use And Bulk Regulations And Data.

Net Site Sq. Ft.	Area Acres	General Description Of Land Use	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
159,426	3.66	111 residential units with accessory uses and non-accessory guest parking.	1.25	60%

Gross Site Area = Net Site Area + Area To Remain In Public Right-Of-Way

199,943 = 159,426 + 40,517 square feet

Off Street Parking And Loading Controls

Off-street Parking: a minimum of one space per dwelling unit.

Off-street Loading: none

Maximum Floor Area Ratio: 1.25

Set Backs And Site Coverage

Minimum Setback: Along North Greenview Avenue, North Janssen Avenue and North Southport Avenue there shall be a 9-foot minimum setback measured from the face of the building to the lot line with a 7-foot minimum setback measured from the face of the bay windows, including two-story bay windows, to the lot line. There shall be no minimum setback requirement along any other boundary of the Planned Development.

Maximum Site Coverage: 60%

Applicant: Atlantis Properties, Ltd.

Address: 222 West Ontario, Suite 430
Chicago, Illinois 60610

DATE: January 14, 1987

AMENDED: March 4, 1987

AMENDED: March 12, 1987

[Residential Planned Development Zoning Maps printed on pages 585 through 587 of this Journal].

Reclassification Of Area Shown On Map No. 9-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 9-K in the area bounded by

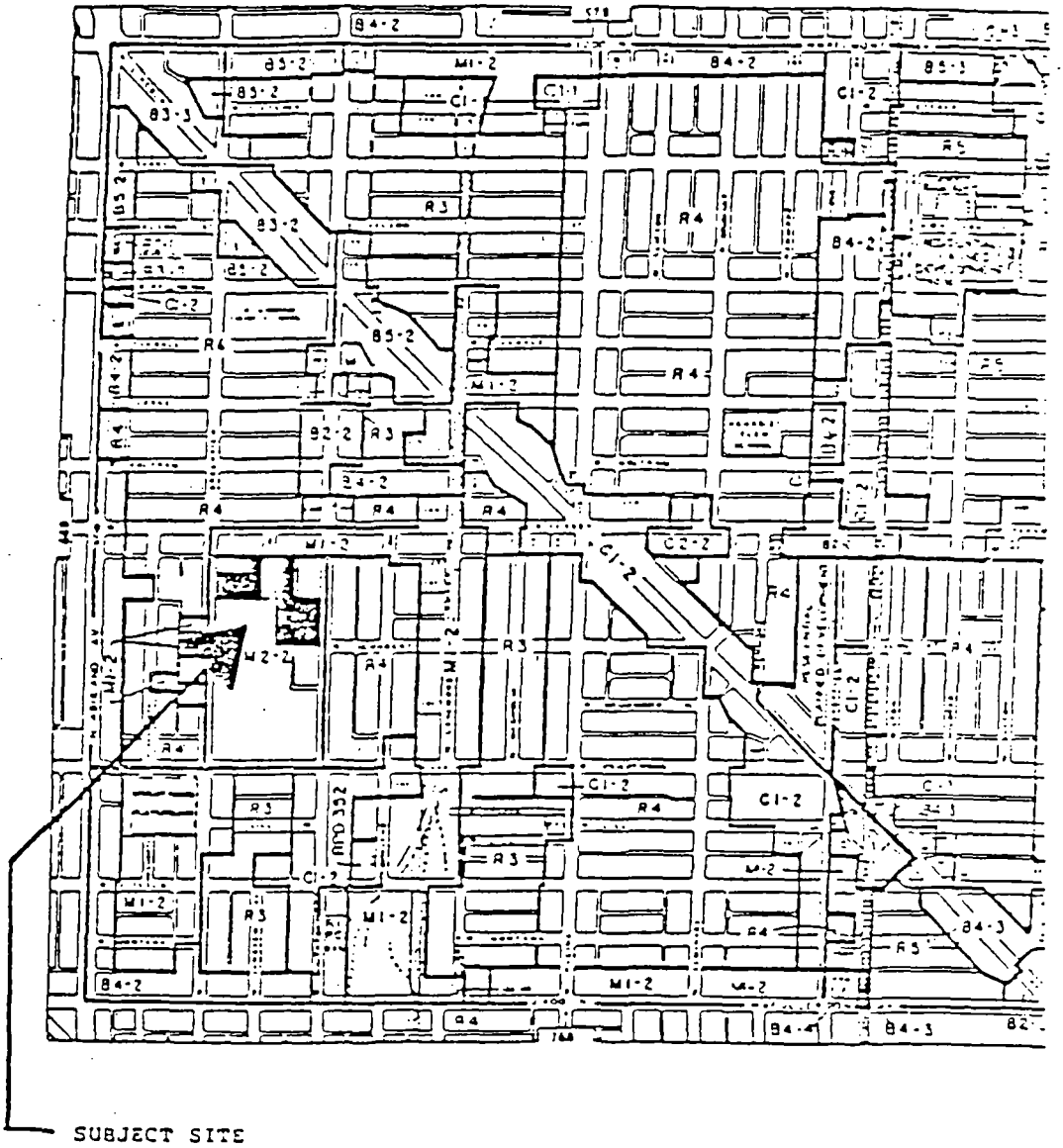
West School Street; the alley next east of and parallel to North Cicero Avenue; a line 224.4 feet south of West School Street; and North Cicero Avenue,

to those of a C2-1 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

RESIDENTIAL PLANNED DEVELOPMENT

EXISTING ZONING MAP



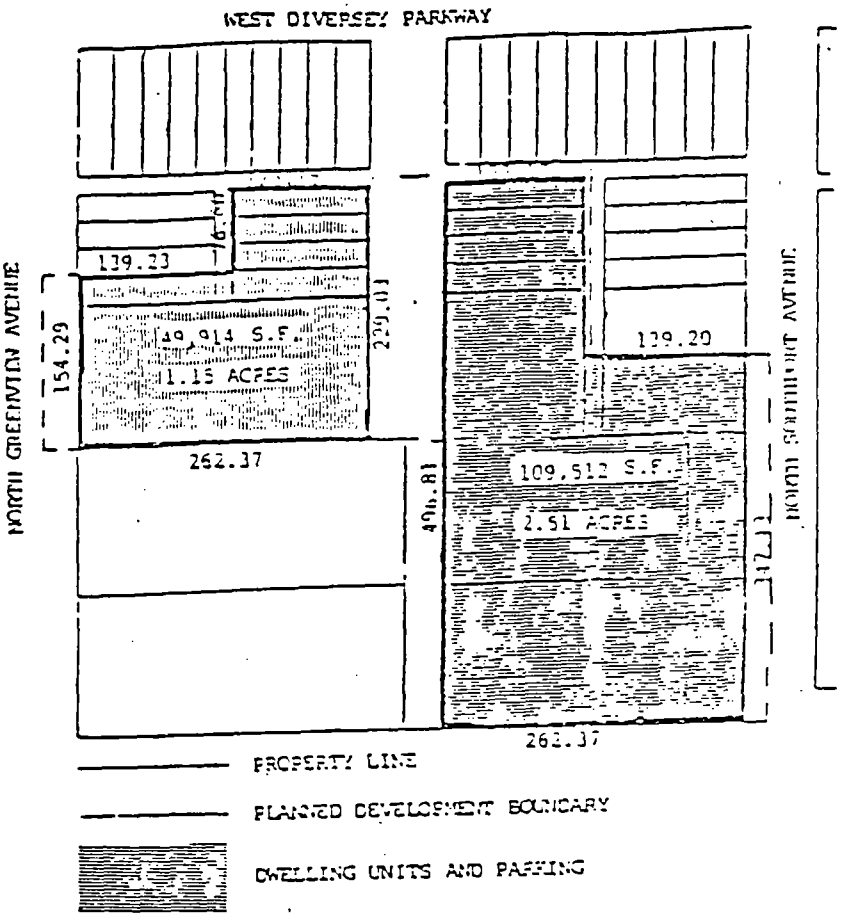
SUBJECT SITE

Applicant: Atlantis Properties, Ltd.
222 West Ontario
Chicago, Illinois 60610

DATE: January 14, 1987
AMENDED: March 4, 1987

RESIDENTIAL PLANNED DEVELOPMENT

BOUNDARY AND PROPERTY LINE MAP

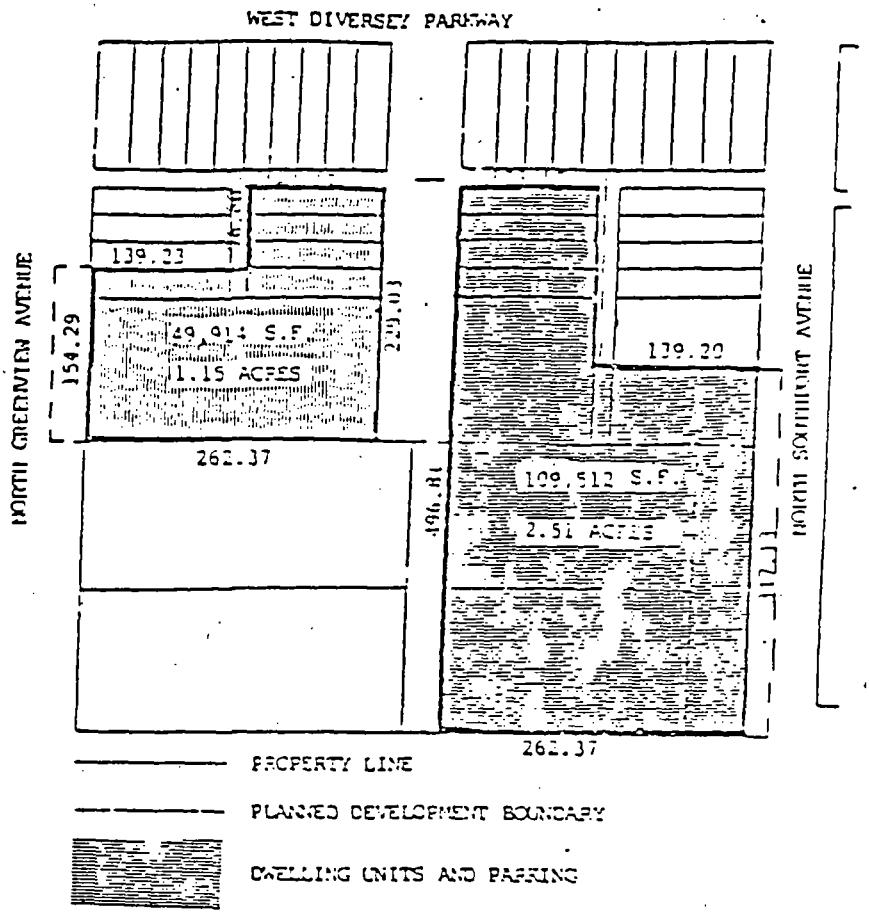


APPLICANT: Atlantis Properties, Ltd.
222 West Ontario
Chicago, Illinois 60610

DATE: January 14, 1987
AMENDED: March 4, 1987

RESIDENTIAL PLANNED DEVELOPMENT

GENERALIZED LAND USE MAP



APPLICANT: Atlantis Properties, Ltd.
222 West Ontario
Chicago, Illinois 60610

DATE: January 14, 1987
AMENDED: March 4, 1987

Reclassification Of Area Shown On Map No. 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 12-K in the area bounded by

a line 90 feet north of the alley next north of West 55th Street; South Kilpatrick Avenue; the alley next north of West 55th Street; and the alley next west of South Kilpatrick Avenue,

to those of an R3 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map No. 15-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. 15-N in the area bounded by

a line 49.81 feet north of and parallel to the alley next north of and parallel to North Northwest Highway; a line 300 feet east of and parallel to North Niagara Avenue; a line 98.99 feet north of and parallel to the alley next north of and parallel to North Northwest Highway; a line 344.19 feet east of and parallel to North Niagara Avenue; the alley next north of and parallel to North Northwest Highway; a line 125 feet west of North Raven Avenue as measured along the north line of North Northwest Highway; North Northwest Highway; a line 300 feet west of North Raven Avenue as measured along the north line of North Northwest Highway; the alley next north of and parallel to North Northwest Highway; and a line 232 feet east of and parallel to North Niagara Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Nos. 22-A And 22-B.

Reclassification Of Area Shown On Map Nos. 22-A And 22-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 R3 General Residence District symbols and indications as shown on Map Nos. 22-A and 22-B in the area bounded by

East 90th Street; South Buffalo Avenue; a line 35 feet south of East 90th Street; and South Brandon Avenue,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Re-referred -- AMENDMENT TO CHICAGO ZONING ORDINANCE BY RECLASSIFYING AREA SHOWN ON MAP 11-G.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of April 1, 1987, page 41186 and page 41190, recommending that the City Council pass a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying the area shown on Map 11-G.

Alderman Shiller moved to *Re-refer* the said proposed ordinance to the Committee on Zoning. The motion *Prevailed* and said proposed ordinance was *Re- referred to the Committee on Zoning.*

MISCELLANEOUS BUSINESS.

Rules Suspended -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH BOULEVARD BANK NATIONAL ASSOCIATION, AS TRUSTEE, AND JACKSON DES PLAINES LIMITED PARTNERSHIP.

Honorable Harold Washington, Mayor, presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 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 transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with Boulevard Bank National Association as Trustee, and the Jackson DesPlaines Limited Partnership, in the amount of $535,000, to help renovate and develop the property at 618--630 West Jackson Street in the City of Chicago for use as a commercial office space facility.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed July 29, 1985, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote economic development in the City of Chicago; and

WHEREAS, In response to said application, the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-84-AA-17-0235, which provides funds to the City which may be loaned to Jackson DesPlaines Limited Partnership, an Illinois limited partnership, in the amount of $535,000, for the rehabilitation of property located at 618 through 630 West Jackson, which will create expanded employment opportunities in the City: now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning of the City of Chicago ("Commissioner"), is authorized to enter into and execute, on behalf of the City, a Redevelopment Agreement by which the City will, upon the granting of sufficient security,

lend $535,000 to Jackson DesPlaines Limited Partnership for the purpose of real estate rehabilitation and which Redevelopment Agreement obligates Jackson DesPlaines Limited Partnership to commence and complete the aforementioned project by expending approximately $9,771,440 in private funds; and further obligates Jackson DesPlaines Limited Partnership to use its best efforts to create 121 new, permanent job opportunities as set for in the Urban Development Action Grant to the City.

SECTON 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Urban Development Action Grant Number B-84-AA-17-0235, and the Redevelopment Agreement, said Redevelopment Agreement substantially in the form attached hereto as Exhibit A.

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

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

Exhibit A.

Urban Development Action Grant
Redevelopment Agreement.

Agreement made in Chicago, Illinois, as of the _____ day of _____, 1987, between the City of Chicago, Illinois (the "City"), by and through the Department of Planning, ("D.O.P."), having its offices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602; and Boulevard Bank National Association, not personally, but as Trustee under Trust No. 8188, dated December 1, 1985 ("Borrower"), the sole beneficiary of which is Jackson Des Plaines Limited Partnership, an Illinois limited partnership, the address of which is c/o Bennett and Kahnweiler Associates, 30 South Wacker Drive, 40th floor, Chicago, Illinois 60606 ("Developer").

Witnesseth:

Whereas, D.O.P. has as its primary purpose the planning and implementation of development in the central area of the City; and

Whereas, Borrower has acquired and Developer intends to rehabilitate a facility at 618 through 630 West Jackson Street, Chicago, Illinois 60606 for rental as commercial office space which will allow Developer to create new employment opportunities within the City; and

Whereas, the City has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance a portion of the costs of the renovation by Developer of said facility; and

Whereas, in response to said application, the United States Department of Housing and Urban Development has approved U.D.A.G. Grant No. B-84-AA-17- 0235, as amended, (the "U.D.A.G. Grant Agreement"), which provides that $535,000 may be loaned by the City to Borrower; and

Whereas, the City Council of the City, by ordinance passed _____, authorized the Commissioner of D.O.P. to enter into and execute this Agreement, on behalf of the City, to loan $535,000 of U.D.A.G. Grant funds to Borrower, and to execute such other documents as may be reasonably required to implement the U.D.A.G. Grant Agreement; and

Whereas, Borrower desires to borrow said amount from the City, and the City is willing, subject to the terms and conditions herein, to lend said amount to Borrower;

Now, Therefore, the parties hereto agree as follows:

Section I. Definitions.

1.1 "Additional Collateral" shall mean all personalty of the Project (as hereinafter defined), owned by Borrower or Developer.

1.2 "Bond Purchaser" shall mean Robert W. Baird and Company, Inc., 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

1.3 "Borrower's" or "Developer's Liabilities" shall mean all obligations and liabilities of Borrower or Developer, as the case may be, to City (including without limitation all debts, claims and indebtedness), whether primary, secondary, direct, contingent, fixed or otherwise, now and/or from time to time hereafter owing, due or payable, which are created, incurred, acquired or owing, however evidenced, under this Agreement.

1.4 "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, or non-governmental claims or liens upon and/or relating to the "Collateral" (hereinafter defined), Developer's Liabilities, Developer's business, Developer's ownership and/or use of any of its assets, and/or Developer's income and/or gross receipts.

1.5 "Collateral" shall mean those assets of Developer (individually or collectively), now owned or hereafter acquired in which Developer has granted City a security interest as set forth in Exhibit C of this Agreement as security for the Loan.

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

1.7 "Guarantors" shall mean Donald W. Shaumberger, Joseph E. Dillion, Henry V. Teague, Jr., Howard Krafsur, Arthur Wong, Thomas A. Snitzer and Richard C. Berger, general partners of Developer, all with an address at c/o Bennett and Kahnweiler Associates, 30 S. Wacker, 40th Floor, Chicago, Illinois 60606.

1.8 "Letter of Credit Issuer" shall mean the American National Bank and Trust Company of Chicago, One North LaSalle Street, Chicago, Illinois 60602.

1.9 "Property" shall mean that certain real estate located at 618 through 630 West Jackson in the City of Chicago as more particularly described in Exhibit F attached hereto and made a part hereof, and all buildings, facilities, structures and fixtures now existing or hereafter erected thereon.

1.10 "Project" shall mean all activities of Developer in constructing and developing the Property using the proceeds of the Loan, the Senior Financing (as hereinafter defined), and Developer's equity.

1.11 "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

1.12 "Senior Lender" shall mean American National Bank and Trust Company of Chicago as provider of credit enhancement for the bonds issued by the Illinois Development Finance Authority for the Project, or any successor provider of credit enhancement.

1.13 "Senior Financing" shall mean the loans of the Senior Lender or permitted replacements thereof, plus accrued and unpaid interest, plus additional amounts actually advanced upon a failure of Borrower or Developer to perform their respective obligations under such loans.

1.14 Terms Which Are Not Otherwise Defined In This Redevelopment Agreement Have The Meanings Set Forth In The U.D.A.G. Grant Agreement, Which Is Hereby Incorporated By Reference.

Section II. consideration.

In consideration of the City, Borrower, and Developer entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City, Trustee, and Developer agree as hereinafter set forth.

Section III. Loan.

The City shall make a loan to Borrower and Borrower shall borrow from the City an amount and upon such terms and conditions as are set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

Section IV. Borrower's And Developer's Covenants.

Borrower represents and covenants, and Developer warrants to City as follows:

4.1 Borrower and Developer 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.

4.2 Developer shall proceed diligently to carry out the rehabilitation of the Property pursuant to Exhibit A.

4.3 Developer shall use its best efforts to create or cause to be created in connection with tenant occupancy and utilization of the Property, within 48 months after the date of preliminary approval of the U.D.A.G. Grant Agreement, 121 permanent jobs, of which 36 will be for low and moderate income persons, 18 will be for C.E.T.A.-eligible persons, and 36 will be for minority persons.

4.4 Developer shall provide evidence of jobs as set forth in paragraph 4.3 hereinabove.

4.5 Developer shall provide the evidence of private financing set forth in Exhibit D attached hereto and made a part hereof.

4.6 Borrower and Developer shall abide by all terms and conditions of the U.D.A.G. Grant Agreement, as amended from time to time.

4.7 (a) Developer is now a limited partnership duly organized and existing and in good standing under the laws of the State of Illinois, and qualified or licensed to do business in Illinois and in all other states in which the laws thereof require Developer to be so qualified and/or licensed; (b) Developer 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 Developer 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 Developer's partnership agreement, or any instrument or document to which Developer is now a party or by which it is bound; (d) Borrower has good, indefeasible and merchantable title to and ownership of the Collateral and Developer has good, indefeasible and merchantable title to and ownership of the Additional Collateral, free and clear of all liens, claims, security interests and encumbrances except those of the City, the Senior Lender, and as permitted pursuant to Paragraph 4.10 and Paragraph 8.1 of this Agreement and exceptions to title as approved by the City; (e) Developer is now solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Developer (except as may be set forth in Developer's application for the Loan), which might result in any material and adverse change to Developer's financial condition, or materially affect Developer's assets or the Collateral as of the date of this Agreement; (g) Developer 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, and to own or lease and operate its properties (including but not limited to the property) as now owned or leased by it; (h) Developer 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 Developer 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 Developer since the dates of the aforesaid Financials other than as a result of the Loan and the Senior Financing.

4.8 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 secured lien position on all of the Collateral subject and subordinate to the first lien

position of the Senior Lender. Borrower shall furnish the City documents satisfactory to the City which evidence Borrower's compliance with this Paragraph 4.8 prior to disbursement of Loan proceeds.

4.9 Neither Borrower nor Developer shall, 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 under Paragraphs 4.7(d) or 4.10 hereof, (a) permit a security interest in 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 or its business which materially and adversely affects Borrower's and/or Developer's ability to repay their respective Borrower's and/or Developer's Liabilities.

4.10 Borrower and/or Developer shall pay promptly when due, all of the charges. In the event Borrower and/or Developer, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower and/or Developer 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 Developer 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 Developer, as the case may be, to the City. Notwithstanding anything herein to the contrary, Borrower and/or Developer may permit or suffer Charges to attach to its assets directly relating to the Project, and may dispute the same without prior payment thereof, provided that Borrower and/or Developer, in good faith shall be contesting said Charges in an appropriate proceeding, and 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.

4.11 Developer shall maintain financial records prepared by a certified public accountant in accordance with generally accepted accounting principals consistently applied not less frequently than annually, and certified to by the general partner of the Developer which shall show among other things, operating expenses, Developer's Final Documented Equity and Net Annual Cash Flow (both defined hereafter at Exhibit B). Within 90 days following the close of each fiscal year of Developer, Developer shall provide a copy of the aforesaid annual financial statement(s) to the City. In addition, upon request by D.O.P., but no more frequently than once per calender quarter, Developer shall submit within 30 days of such request to D.O.P., statements of Developer's employment profile and Developer's financial condition.

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

4.13 Borrower And/Or Developer Expressly Agree That The Funds Available Pursuant To This Agreement Shall Not Be Deemed Committed By The City To The Borrower Until The Project Has Met All Environmental Clearance Requirements, As Evidenced By City's Receipt Of A Release Of Funds ("R.O.F.") From The Secretary, And Any Otherwise Eligible Cost Incurred By The Borrower Or Developer Prior To Said R.O.F. Shall Be At Their Sole Risk, If The United States Department Of Housing And Urban Development Should Later Withdraw The U.D.A.G. Grant.

4.14 The time frame for the beginning and completion of the Project shall be as specified in Exhibit F of the U.D.A.G. Grant Agreement, as amended from time to time.

4.15. All representations and warranties of Borrower and/or Developer, contained in this Agreement shall be true at the time of their respective executions of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto.

Section V. Inspection And Review.

5.1. Books and Records. Developer shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the U.D.A.G. Program and as may be reasonably necessary to reflect and disclose fully the amount and disposition of proceeds of the Loan, the total cost of the activities paid for, in whole or in part, with proceeds of the Loan, and the amount and nature of all investments related to the Project which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City, the Secretary or the Comptroller General of the United States.

5.2 Site Visits. Any duly authorized representative of the City or the Secretary shall, at all reasonable times, have access to all portions of the Project and shall exercise its best efforts in connection therewith to avoid unreasonable interference with work at the Project site.

5.3 Duration Of Inspection Rights. The rights of access and inspection provided in this Section IV shall be as follows:

(a) For H.U.D., until the completion of all close-out procedures respecting the U.D.A.G. Grant and final settlement and conclusion of all matters arising therefrom;

(b) For the Lender, until the Loan is paid in full and final settlement and conclusion of all matters arising therefrom.

Section VI. Certificate Of Completion.

Promptly after completion by Developer of each portion of the Project, the City will, upon written request of Developer, furnish Developer with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Agreement with respect to the

obligations of Developer and its successors and assigns to undertake the Project in accordance with the dates for the beginning and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall refuse or fail to provide the certifications within five (5) days of a request for such certification by Developer, the City shall, within thirty (30) days thereafter, provide Developer with a written statement indicating in adequate detail how Developer has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City for Developer to make or perform in order to obtain such certification.

Section VII. Restrictions On Use.

During the term of the Loan, Developer shall devote the Property solely for purposes of providing commercial rental space.

Section VIII. Other Security Interests.

8.1 During the term of the Loan, Borrower, or Developer may grant security interests in, or may otherwise encumber the Collateral and Additional Collateral so long as notice of such grants of interest is given to the City, and the grantee of any such grant consents to and acknowledges the superior rights of the City in the Collateral and/or Additional Collateral.

8.2 Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Developer set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the Collateral to any use, or to construct any improvements on the Property.

Section IX. Events Of Default.

9.1 Borrower and/or Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions, namely: (a) default in the payment ("Monetary Default") or performance of any of the obligations or of any covenants or liabilities ("Non-monetary Default") contained or referred to herein after the expiration of the Cure Period (as hereinafter defined); (b) any warranty, representation or statement made or furnished to City by or on behalf of Borrower and/or Developer, proving to have been false in any material respect when made or furnished; (c) the making of any levy, seizure or attachment on the Collateral; (d) involuntary dissolution, termination of existence, insolvency, appointment of a receiver of any part of the Property of Developer, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer or any guarantor or surety for Borrower or Developer; or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; (e) a default of any senior Financing which could permit a foreclosure by the Senior Lender.

9.2 If a Monetary Default shall have occurred and shall continue for ten (10) days after Developer's receipt of written notice thereof, the City without obligation to make further demand or presentment for payment shall have the right to exercise the remedies provided for in Section X hereof; provided, however, that the cure period applicable to a default of the Senior Financing shall apply to the rights created by this paragraph.

9.3 If a Non-monetary Default shall have occurred the City shall send notice to Borrower and to Developer of such default. If such default is not cured within sixty (60) days after such notice then the City shall have the right to exercise the remedies provided for in Section X hereof; provided, however, that in the event such default cannot reasonably be cured within such sixty (60) day period and if Developer has commenced efforts to cure, then the time to cure shall be extended so long as Developer diligently continues to cure such default.

9.4 The time periods provided in Paragraphs 9.2 and 9.3 of this Agreement are herein referred to collectively as the "Cure Period".

Section X. Remedies.

Upon any default under Section IX above, and at any time thereafter (such default not having previously been cured within the applicable Cure Period), City, at its option, may declare all obligations secured hereby immediately due and payable and if applicable, shall have the remedies of a secured party under the Uniform Commercial Code as adopted from time to time in Illinois ("Code") including, without limitation, the right to take any part thereof, and for that purpose may, so far as Developer 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 Additional Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code) and City shall be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Developer's right of redemption in satisfaction of Developer's obligations as provided in the Code. City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Developer's premises. City may require Developer to assemble the Additional Collateral and make it available to City for possession at a place to be designated by City which is reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, City will give Developer 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 Developer at least ten (10) days before the time of the sale or disposition. City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, may buy it at a private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. City will account to Developer for

any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, upon Developer's failure to meet its obligations pursuant to Exhibit E, Paragraph B., 2., following written demand therefor by the City, the City may at its sole option assess a late charge of $50 per day for each day the aforesaid obligations remain unfulfilled.

The remedies of City 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 City so long as any part of the Developer's Liabilities remains unsatisfied; provided, however, all remedies available to the City under this Section X are subject to the rights of the Senior Lender.

Section XI. Acceleration Upon A Sale/Refinancing Syndication.

Upon a sale, partial sale, refinancing (except a refinancing pursuant to a call provision of the Senior Financing) or syndication of the Project, the outstanding principal balance of the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys' or collection fees due and owing, shall at the sole option of the City, become immediately due and payable; provided, however, that a syndication for purposes of raising Developer's equity shall not cause acceleration of the Loan under this Agreement, so long as the aggregate shares of the Developer owned by its general partners do not fall below 5% as a result of such syndication. In the event the City exercises its right to accelerate the Loan pursuant to this Section XI, any entitlements the City may have to Excess Syndication Proceeds and/or Standby Interest, as defined, and set forth in Exhibit B of this Agreement, shall terminate from the date of such declaration of acceleration is made.

Section XII. General.

12.1 No waiver by City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of City hereunder shall inure to the benefit of its successors and assigns; and all obligations of Developer shall bind its heirs, executors or administrators or its successors or assigns. This Agreement shall become effective, after signed by the City, when it is signed by both Borrower and Developer.

12.2 All rights of City to and under this Agreement and in and to the Collateral and/or the Additional Collateral, shall pass to and may be exercised by any assignee thereof. Borrower and Developer agree that if City gives notice to Borrower and Developer, of an assignment of said rights, upon such notice, the liability of Borrower and Developer to the assignee shall be immediate and absolute. Neither Borrower nor Developer shall set up any claim against City as a defense counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that neither Borrower nor Developer shall waive hereby, any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

Section XIII. Housing And Urban Development Approval.

Until execution of the "close-out" agreement between the Secretary and the City, this Agreement shall not be amended in any material respect without the prior written approval of the Secretary. "Material," for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Senior Lender or Developer by more than 10 percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

Section XIV. Equal Employment Opportunity.

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

14.1 Developer will develop an affirmative action plan to ensure equal employment opportunities without regard to race, color, religion, sex, national origin, age or physical handicap. Such plan 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. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

14.2 Developer 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, national origin, age or physical handicap.

14.3 Developer and Borrower, where applicable, will include the provisions of Paragraphs 14.1 and 14.2 hereof in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

Section XV. No Assignment Or Succession.

No transfer of Loan funds by the City to Developer shall be, or be deemed to be, an assignment of U.D.A.G. Grant Agreement funds, and neither Borrower nor Developer shall succeed to any rights, benefits or advantages of the City under the U.D.A.G. Grant Agreement, nor attain any rights, privileges, authorities or interests in or under the U.D.A.G. Grant Agreement.

Section XVI. Disclaimer Of Relationship.

Nothing contained in this Agreement or in the U.D.A.G. Grant Agreement, nor any act of the Secretary or of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent,

or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary or the City.

Section XVII. Conflict Of Interest.

The Developer hereby covenants, represents and warrants that no member, officer, or employee of the City, or its designees, or agents, no consultant, no member of the governing body of the City or the locality in which the program is situated, and no other public official of the City or such locality or localities who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision making process or gain insider information with regard to the project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure. This provision shall be in addition to the requirements in Attachments O of the O.M.B. Circular A-102 and A-110, which are hereby incorporated by reference.

Section XVIII. Limitation Of Liability Of City Personnel.

Borrower and Developer expressly agree that no member, official, employee or agent of City shall be individually or personally liable to Developer, their successors or assigns for any actions by the City under this Agreement.

Section XIX. Time Of The Essence.

Time is of the essence of this Agreement.

Section XX. Additional Provisions.

20.1 Developer shall erect a sign at the Project site which shall be consistent with criteria set by the United States Department of Housing and Urban Development, and furnished to Developer by the City.

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

If To City:

City of Chicago,
Department of D.O.P.
121 North LaSalle Street
Room 1000
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:	City of Chicago, Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602
If To Borrower:	Boulevard Bank National Association 410 North Michigan Avenue Chicago, Illinois 60611 Attention: Land Trust Division
If To Developer:	The Jackson Des Plaines Limited Partnership c/o Bennett & Kahnweiler Associates 30 South Wacker Drive, 40th Floor Chicago, Illinois 60606 Attention: Messrs. Richard C. Berger and Ronald T. Ruiter
With Copies To:	Mr. Benjamin J. Randall Katz, Randall & Weinberg 200 North LaSalle Street Suite 2300 Chicago, Illinois 60601

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

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

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

20.5 This Agreement is executed by the Borrower, not personally, but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee in its personal and individual capacity hereby states that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed by the City, and by every person now or hereafter claiming any rights or security hereunder, that nothing contained herein, in the Note, or in the Mortgage securing this Agreement, shall be construed as creating any liability on said Trustee in its individual capacity, personally, to pay the Note or any interest that may accrue thereon, or any indebtedness accruing herein, or to perform any covenant, either expressed or implied, contained in the Note, the Mortgage or this Agreement, all such liability, if any, being expressly waived; provided, however, this waiver shall in no way

affect the liability of any guarantor of the Note, the Mortgage or this Agreement, nor any other person or entity executing the Note, the Mortgage, or this Agreement.

20.6 The general partners of Developer shall be unconditionally liable for completion of the Project, and thereafter shall be liable for repayment of the Loan solely to the extent of the assets of Developer in the Project.

20.7 The Parties Hereto Expressly Understand And Agree That This Agreement Must Be Approved By H.U.D. Pursuant To The U.D.A.G. Grant Agreement, As Amended, And That They Are Bound Hereby Only As To The Terms And Conditions Of This Agreement As Finally So Approved.

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

[Signature forms omitted for printing purposes.]

Exhibits A, B, C, D, E and F attached to this agreement read as follows:

Exhibit A
To Redevelopment Agreement.

1. The City agrees to the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend to Borrower not more than $535,000 of U.D.A.G. Grant funds for renovation by Developer of the Project.

2. Borrower and Developer agree to do the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) Borrower shall acquire, and Developer shall renovate and construct the Property and develop the Project for a total cost of not less than $10,306,440.

(b) Developer shall provide at least $1,171,440 (including $250,000 Developer's fee) of cash equity for development costs.

(c) Borrower shall borrow from the Senior Lender at least $8,600,000 for the acquisition, renovation and development of the Property.

(d) Borrower and/or Developer shall establish an interest reserve of $400,000 through a Letter of Credit.

3. Illinois Development Finance Authority shall issue and sell, and Bond Purchaser shall purchase, not less than $8,600,000 of Industrial Revenue Bonds (I.R.B.) for the Project.

4. Guarantors shall unconditionally and irrevocably guarantee the completion of the Project within the time frame set forth in Exhibit F of the U.D.A.G. Grant Agreement.

5. Letter of Credit Issuer shall provide a Letter of Credit to Developer for the amount of the Industrial Revenue Bonds plus a $400,000 interest reserve.

6. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the U.D.A.G. Grant.

Exhibit B
To Redevelopment Agreement.

The terms and conditions of the Loan will be consistent with the following:

1. Interim Loan.

(a) Principal - The principal amount of the Interim Loan shall be no more than $535,000.

(b) Interest - Interest at the rate of 5% per annum shall be forgiven during the term of the Interim Loan.

(c) Term - The Interim Loan period will commence upon the initial disbursement of the Loan funds to Borrower but in no event later than April 15, 1986, and shall continue until the substantial completion of construction but in any event ending no later than February 15, 1988.

(d) The following shall be required of Borrower or Developer as conditions precedent to disbursement of Loan proceeds:

(i) Developer shall certify to City and H.U.D. that Developer has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds.

(ii) Borrower shall furnish to City a commitment for an A.L.T.A. policy of mortgage title insurance, in the full amount of the Loan, insuring that the City will be the holder of a second lien on the hereafter described security, free of encumbrances and other exceptions to title other than those approved in advance by the City, and not subordinated to any interest except that of the Letter of Credit provided by Issuer in an amount not to exceed $9,000,000 issued to secure the Bond Purchaser of the I.R.B.s, the proceeds of which are invested in the Project ("First Mortgage").

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured second mortgagee, and that the Project is insured for its completed replacement value.

(iv) Borrower and Developer shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company"), which shall provide that Company shall receive, from Borrower and/or Developer, to review and approve no more frequently than monthly, the following as a condition precedent to the disbursement of any Loan proceeds to Borrower:

(aa) A request for Reimbursement, specifying the amount requested, that said amount is for U.D.A.G. eligible items, and is in the ratio of Loan funds to Private Funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Original executed Waivers of Mechanics Liens, Contractors and/or Subcontractors sworn statements of work completed to date;

(cc) Certification by Developer's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(dd) Project Owner's affidavit of Private Funds (defined as Developer's cash equity plus private lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made upon the submission of Developer to City of original duly executed copies of the items set forth in Sub- paragraphs (aa) through (dd) of this Paragraph (iv); a certification letter from the Company authorizing the City to disburse Loan proceeds, and a letter of direction as to whom said disbursement should be made, and shall be on the basis of a percentage of work completed and in place, a stage basis, a voucher and paid receipts basis, or any combination of the same;

(ff) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of $1.00 of U.D.A.G. Grant funds for every $16.76 of private funds expended by Developer for the Project. Thus, for every $17.76 of funds expended on the Project, Borrower is entitled to $1.00 of Loan funds for eligible Project costs (defined as costs set forth in Column 1 of Exhibit D of the Grant Agreement);

(v) All of the evidentiary materials required by Exhibit E to the U.D.A.G. Agreement have been submitted to and approved by the Secretary and the Secretary has authorized the City to draw down such funds from its letter of credit.

(vi) Loan disbursements shall be made on the following basis:

(aa) Until completion of 50% of the Project as determined by certification thereto and approval thereof by the Project Architect and/or Engineer, Developer and the City payment shall be for 90% of such work completed, with a 10% holdback. Upon completion of 50% of the Project, as certified, one-half of the aggregate holdback to that date shall be first credited against the holdbacks applicable to the remaining reimbursement requests pursuant to Paragraph (bb) below, and the remainder, if any, shall be refunded to Borrower.

(bb) After 50% of the Project is completed pursuant to Paragraph (aa) above, all disbursements of the Loan shall be for 95% of the work completed to date, with a 5% holdback of the remainder.

(cc) Upon substantial completion of the Project as certified and approved bythe Project Architect and/or Engineer, Developer and the City, all holdback funds shall be released to Borrower.

2. Permanent Loan.

(a) Principal - The principal of the Permanent Loan shall be the amount disbursed under the Interim Loan.

(b) Term - Term of the Permanent Loan shall be 7 years commencing upon completion of construction, but in no event later than February 15, 1988.

(c) Interest - The interest rate shall be 5% per annum.

(d) Repayment - Interest payments shall be deferred and accrued in years 1 through 3 and shall be added to the principal balance of the Loan at the end of the term. Thereafter, principal and interest shall be repaid in monthly installments in accordance with a 25 year amortization schedule during the remainder of the term of the Permanent Loan, and a balloon payment sufficient to pay off the entire outstanding indebtedness of principal, interest and accrued interest shall be made at the maturity of the Permanent Loan.

3. Sale/Refinancing - The entire balance of the outstanding principal of the Loan, and all accrued unpaid interest thereon, shall become immediately due and payable either upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the Developer, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the Property, improvements and/or capital equipment situated thereon.

4. Participation in Syndication - The City shall be entitled to receive 50% of the "excess syndication proceeds" from the Developer. "Excess Syndication Proceeds" is defined as the sum of "Net Syndication Proceeds" either owned to or received by the General Partner(s) from the limited partner investor(s) that results in a surplus of receipts not needed or required to complete the development of the Project and which is in excess of the cash equity requirement called for under Paragraph 2(b) of Exhibit A of this Agreement.

"Net Syndication Proceeds" is defined as gross syndication proceeds less allowable deductions for legitimate arms-length, third party costs of the syndication such as legal, accounting, closing, printing, syndication fees, brokerage, marketing and such other reasonable, allowable and necessary legitimate, arms-length, third-party costs and deductions of the said syndication.

5. Standby Interest--In the event the City is required to defer its receipt of any payments due hereunder, as a result of terms of the Senior Financing, Borrower shall cause Developer to pay Standby Interest of 5% per annum of each payment so deferred as the same shall become due and owing until the date of repayment of such payment(s).

6. Annual Accounting--Borrower shall (i) submit to City within 90 days of the close of the calendar year during the term of the Loan, financial statements prepared by a certified public accountant, in accordance with Generally Accepted Accounting Principals, consistently applied, and certified by Developer's general partner, setting forth among

other things the annual gross revenues and expenditures of the Project, Excess Syndication Proceeds and/or Standby Interest due and owing the City, if any, along with a check in the amount therefor; (ii) and, pursuant to Paragraph 4, above, submit to City within 5 working days of closing of the transaction, a statement prepared by a certified public accountant, setting forth the Excess Syndication Proceeds and owing the City, along with a check in the amount therefor. In addition, Developer shall provide to the City within 90 days following the close of Developer's fiscal year immediately succeeding the aforesaid transaction, an annual financial statement prepared by a certified public account in accordance with Generally Accepted Accounting Principles consistently applied. Upon review of the aforesaid annual financial statement, the parties hereto shall make any adjustments of monies owed, as may be necessary.

7. Prepayment of Loan--The loan may be prepaid at any time without penalty.

8. Nondisturbance Agreements - City agrees, upon request from Developer to execute and deliver, nondisturbance and attornment agreements reasonably satisfactory to Developer and City wherein City shall agree that, with respect to any leases of the Project, the tenants, under such leases shall be entitled to the quiet enjoyment of the leased premises without disturbance from City if and so long as such tenants shall not be in default under such leases.

9. Guarantee--Guarantors shall irrevocably and unconditionally guarantee completion of the Project within the timeframe set forth in Exhibit F to the U.D.A.G. Grant Agreement.

Evidence of this commitment shall be in accordance with Section 10.04 of the U.D.A.G. Grant Agreement.

10. Developer shall provide certification from a banking institution acceptable to the City and H.U.D., or shall provide such other evidence acceptable to the City and H.U.D. to show that cash or liquid assets of not less than $1,171,440 (except Developer's fee of $250,000) are available irrevocably committed to Developer and are sufficient to complete the Project. Such certification shall identify the kinds of assets and the nature of the irrevocable commitment.

Evidence of this commitment shall be in accordance with Sections 10.07 or 10.08 of the U.D.A.G. Grant Agreement.

11. Jobs and Investment Reporting--During the term of this Agreement, Borrower shall provide necessary data and information related to private investment and jobs.

12. Time Frame for Completion--The project shall be completed in accordance with the time frame specified in Exhibit F of the U.D.A.G. Grant Agreement as amended from time to time.

13. Letter of Credit--The Letter of Credit Issuer shall provide to Developer its irrevocable and unconditional letter of credit in the amount of $9,000,000.

Evidence of this commitment shall be in accordance with Section 10.04 of the U.D.A.G. Grant Agreement.

Exhibit C.

The Loan made pursuant to this Agreement shall be secured as follows:

1. Real Property--A second mortgage or deed of trust in favor of the City upon all land, buildings, fixtures, equipment, and other assets of the Developer comprising the Project. The security position of the City may be subordinated to the First Mortgage security interest of the Letter of Credit Issuer in an amount not to exceed $9,000,000 to secure the obligation of the Developer and Borrower for the benefit of the Bond Purchaser for funds invested in the Project and required for its completion.

The deed of trust or mortgage shall also contain standard provisions to protect the interest of the City including, for example, a provision that a default under the First Mortgage which could permit foreclosure by the Senior Lender shall constitute a default under the second mortgage and the unpaid principal balance and interest of the Loan shall become immediately due and payable.

To the extent permitted by law, all of the personal property described in the deed of trust or mortgage shall be deemed to be fixtures and part of the real property. As to any part of such personal property not deemed or permitted by law to be fixtures, the deed of trust or mortgage shall constitute a security agreement under the Uniform Commercial Code.

2. Personal Property--A grant of security interest in all personal property of Borrower and Developer which is used and useful in the Project, whether now owned or hereafter acquired and subordinated only to an interest granted to the Senior Lender. Accordingly, Borrower and Developer shall execute financial statements (U.C.C.-1 and U.C.C.-2) in a form acceptable to the City.

3. Completion of the Project shall be personally guaranteed by the Guarantors.

Exhibit D
To Redevelopment Agreement.

1. The City shall loan the sum of $535,000 to Borrower, for the purpose of renovation of the Property.

2. Senior Lender shall loan at least $8,600,000 to Borrower for the purpose of acquisition and renovation of the Property.

3. Developer shall provide not less than $1,171,440 in equity funds for renovation of the Property.

4. Bond Purchaser shall purchase not less than $8,600,000 of Industrial Revenue Bonds issued by the Illinois Department of Finance Authority for purposes of purchasing and renovating the property comprising the Project.

Exhibit E

To Redevelopment Agreement.

A. The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than sixty days prior to the initiation of any construction, the Developer shall provide to the City a request for wage determination for all crafts to be utilized on the Project, utilizing U. S. Department of Labor Form 308, or equivalent.

2. Not less than fifteen (15) days prior to the initiation of any construction activities the Developer shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the Project, utilizing U. S. Department of Housing and Urban Development Form H.U.D.-1421 (6-75) or equivalent.

B. The following documentation shall be completed and submitted to the City, as may be required throughout the entire term of the Loan:

1. Upon initiation of construction activities the Developer shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

2. From and after the initiation of any construction activities through the final disbursement of Grant Funds, the Developer shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor Form WH-347 or equivalent. In addition to the requested information contained thereon, the Developer shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. The cure period shall be two weeks.

Exhibit F
To Redevelopment Agreement.

Legal Description:

Lots 6, 7, 8, 9, 10 And 11 In George Steel's Subdivision Of Lots 8 To 16 Inclusive In Blatchford's Subdivision Of The West 1/2 Of Block 27 In School Section Addition To Chicago Being A Subdivision Of Section 16, Township 39 North, Range 14 East Of The Third Principal Meridian, In Cook County, Illinois.

OFFICIAL JOURNAL OF REGULAR MEETING HELD ON DECEMBER 18, 1986 CORRECTED.

Alderman Davis moved to *Correct* the printed Official Journal of the regular meeting held on Thursday, December 18, 1986, as follows:

Page 38284--by deleting the numbers and words "600 to 640" on the sixth line from the top of the page and inserting the numbers and words "600 to 604" in lieu thereof.

The motion to correct *Prevailed.*

Rules Suspended -- AUTHORITY GRANTED FOR MULTI-PROGRAM REHABILITATION LOAN FOR PIONEER VILLAGE.

Honorable Harold Washington, Mayor presented the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 13, 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 authorizing a MULTI- Program Rehabilitation loan for the Pioneer Village housing development.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone - - 44.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program among other things, provides for Federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of $13,241,900.00, of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has programmed $3,085,000 in Year XII Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("MULTI Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and MULTI Program administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminary reviewed and approved the making of one (1) low interest rehabilitation loans in the aggregate amount $988,369 said loans to be funded in part with Rental Rehabilitation Program funds and in part with MULTI Program funds for the rehabilitation of 13 dwelling units, and wherein said loans are each in excess of $75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the Substitute Ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U.S. Department of Housing and Urban Development for the Year XI Community Development Block Grant funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amount listed therein.

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Owner/Borrower	Rental Rehab/Multi	Private	Average Cost Per Unit
Pioneer Village 8830-32 S. King Drive 8836-38 S. King Drive	$988,369		$76,000

Summary:

Total Projects:	1
Total Dwelling Units	13
Total CDBG/RR:	$988,369
Total:	$988,369

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

55 students from Dyett Elementary School, accompanied by Theopolis Syrus;

A group of students from Lane Technical High School;

15 students from Whitney Young High School, accompanied by William Lambert;

Ms. Charlene of Democrats Abroad-Israel Branch, accompanied by Ms. Adrienne Goodman, Democratic State Central Committeewoman of Chicago's 9th Congressional District;

10 students from Polyvalente Du Rocher High School, Grand Mere, Quebec, accompanied by Guy Pratte, Teacher and Brother Thomas Taylor, Mendel College. The students from Canada are part of an exchange program and were welcomed warmly by Mayor Harold Washington, who was then presented gifts from the Canadian students.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman T. Evans presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday the thirteenth (13th) day of May, 1987, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twentieth (20th) day of May, 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 T. Evans, the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Stone -- 44.

Nays -- None.

At this point in the proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Bess Donaldson, Commissioner of the Department of Housing, under dates of April 10, 28, May 5 and 11, 1987, which read as follows:

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 6357--6359 South Champlain Avenue/640--642 East 64th Street, which was authorized by ordinance passed September 6, 1984, page 8576, Council Journal.

Transmitted herewith 3 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1307 North Damen Avenue, which was authorized by ordinance passed October 30, 1986, page 35386, Council Journal.

Transmitted herewith 8 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1637 North Dayton Street, which was authorized by ordinance passed January 16, 1986, page 26275, Council Journal.

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1751 West Division Street, which was authorized by ordinance passed October 30, 1986, page 35387, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 2310 West Flournoy Street, which was authorized by ordinance passed October 6, 1986, pages 34501--34502, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 3658 West Flournoy Street, which was authorized by ordinance passed October 30, 1986, pages 35388--35389, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 7022-7028 South Halsted Street, which was authorized by ordinance passed October 6, 1986, page 34504, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 7011--7013 South Harper Avenue, which was authorized by ordinance passed March 12, 1986, page 28568, Council Journal.

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1748 North Hermitage Avenue, which was authorized by ordinance passed March 31, 1981, page 5798, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1717 South Jefferson Street, which was authorized by ordinance passed October 30, 1986, page 35390, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1506 South Kildare Avenue, which was authorized by ordinance passed May 14, 1986, pages 29888--29889, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 558 West Lake Street, which was authorized by ordinance passed January 16, 1986, pages 26275--26276, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1639 South Lawndale Avenue, which was authorized by ordinance passed October 30, 1987, pages 35392--35393, Council Journal.

Transmitted herewith 3 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 813 North Lessing Street, which was authorized by ordinance passed October 30, 1986, pages 35393--35394, Council Journal.

Transmitted herewith 3 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 2310 North Lister Avenue, which was authorized by ordinance passed October 30, 1986, page 35394, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1323 North Mohawk Avenue, which was authorized by ordinance passed December 10, 1986, pages 37945-- 37946, Council Journal.

Transmitted herewith 5 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1339 North Mohawk Avenue, which was authorized by ordinance passed October 30, 1986, page 35396, Council Journal.

Transmitted herewith 4 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1359 North Mohawk Avenue, which was authorized by ordinance passed December 10, 1986, page 37945, Council Journal.

Transmitted herewith 6 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1365--1367 North Mohawk Avenue, which was authorized by ordinance passed October 6, 1981, page 7318, Council Journal.

Transmitted herewith 6 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1409 North Mohawk Avenue, which was authorized by ordinance passed December 10, 1986, page 37937, Council Journal.

Transmitted herewith 4 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1439 North Mohawk Avenue, which was authorized by ordinance passed October 6, 1981, pages 7316--7317, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 743 North Noble Street, which was authorized by ordinance passed October 6, 1986, page 34515, Council Journal.

Transmitted herewith 4 Sealed Bids. These bids was submitted in response to advertisement for sale of City-owned property at 2618 South Normal Avenue, which was authorized by ordinance passed March 12, 1986, page 28572, Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1524 South Pulaski Road, which was authorized by ordinance passed October 20, 1983, pages 2707--2708, Council Journal.

Transmitted herewith 1 Sealed Bid. This Bid was submitted in response to advertisement for sale of City-owned property at 2946 West Roosevelt Road, which was authorized by ordinance passed September 12, 1986, page 33863, Council Journal.

Transmitted herewith 1 Sealed Bid. This Bid was submitted in response to advertisement for sale of City-owned property at 3646 West Roosevelt Road, which was authorized by ordinance passed October 6, 1986, page 34517, Council Journal.

Transmitted herewith 3 Sealed Bids. These Bids were submitted in response to advertisement for sale of City-owned property at 865 North Wood Street, which was authorized by ordinance passed October 6, 1986, page 34520, Council Journal.

Transmitted herewith 1 Sealed Bid. This Bid was submitted in response to advertisement for sale of City-owned property at 3753--3759 West 15th Street/1501--1503 South Hamlin Avenue, which was authorized by ordinance passed October 6, 1986, pages 34520--34521 Council Journal.

Transmitted herewith 1 Sealed Bid. This Bid was submitted in response to advertisement for sale of City-owned property at 2701--2709 West 38th Street, which was authorized by ordinance passed October 30, 1986, page 35399, Council Journal.

Transmitted herewith 1 Sealed Bid. This Bid was submitted in response to advertisement for sale of City-owned property at 1049--1051 West 95th Street, which was authorized by ordinance passed May 14, 1986, pages 29893--29894, Council Journal.

Transmitted herewith 1 Sealed Bid. This Bid was submitted in response to advertisement for sale of City-owned property at 1935--1945 East 79th Street/7901 South Euclid Avenue, which was authorized by ordinance passed October 6, 1986, page 34524, Council Journal.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

6357--6359 South Champlain Avenue/
640--642 East 64th Street.

Vernon Baptist Church, 6400 South Champlain Avenue, Chicago, Illinois 60637: Amount bid $3,500.00, deposit check $350.00 (cashier's check):

1307 North Damen Avenue.

Jeffery D. Baker, 1717 South Clifton, Park Ridge, Illinois 60068: Amount bid $7,051.00 deposit check $705.10 (cashier's check);

Gregory Wojkowski, 2344 West Cortez Street, Chicago, Illinois 60622: Amount bid $1,001.00, deposit check $100.00 (cashier's check);

Frank Grabowski, 2540 North Ridgeway Avenue, Chicago, Illinois 60647: Amount bid $10,100.00, deposit check $1,010.00 (cashier's check);

1637 North Dayton Street.

Prairie Development Ltd., Suite 206, One Prairie Center, Matteson, Illinois 60443: Amount bid $75,000.00, deposit check $7,500.00 (treasurer's check);

Richard M. Dudley, 1866 North Halsted Street, Chicago, Illinois 60614: Amount bid $66,680.00, deposit check $6,668.00 (certified check);

Barbara Don Chubin, 950 North Michigan Avenue, No. 4503, Chicago, Illinois 60611: Amount bid $55,000.00, deposit check $5,500.00 (certified check);

Mary C. Eck, 9851 South Millard, Evergreen Park, Illinois 60642: Amount bid $68,880.00, deposit check $6,888.00 (certified check);

Michael L. and Anne Webber Brody, 1633 North Dayton Street, Chicago, Illinois 60614: Amount bid $90,500.00, deposit check $9,050.00 (cashier's check);

William Holtz and Charles Shank, 949 West Armitage Avenue, Chicago, Illinois 60614: Amount bid $131,500.00, deposit checks totaling $13,150.00 (cashier's checks);

Allen Perres, 134 North LaSalle Street, Chicago, Illinois 60602: Amount bid $47,100.00, deposit check $4,710.00 (cashier's check);

Steven R. Greenberger, 849 West Dickens Avenue, Chicago, Illinois 60614: Amount bid $73,800.00, deposit check $7,380.00 (bank check);

1751 West Division Street.

Gregory J. Wojkowski, 2344 West Cortez Street, Chicago, Illinois 60622: Amount bid $2,000.00, deposit check $200.00 (cashier's check);

Christopher F. Carey, 2032 West Potomac Avenue, Chicago, Illinois 60622: Amount bid $5,002.99, deposit check $502.00 (certified check);

2310 West Flournoy Street.

Thelma Saffold, 700 South Oakley Boulevard, Chicago, Illinois 60612: Amount bid $2,200.00, deposit check $220.00 (cashier's check);

3658 West Flournoy Street.

Elgin-Honey Hill Corporation, 3707 West Harrison Street, Chicago, Illinois 60624: Amount bid $3,420.00, deposit check $342.00 (certified check);

7022--7028 South Halsted Street.

Edward Calahan, 7030 South Halsted Street, Chicago, Illinois 60621: Amount bid $14,000.00, deposit check $1,400.00 (cashier's check);

7011--7013 South Harper Avenue.

Herbert Ellis, 6913 South Cornell Avenue, Chicago, Illinois 60649: Amount bid $2,000.00, deposit check $200.00 (cashier's check);

1748 North Hermitage Avenue.

John W. Huffman, 8827 North Osceola, Morton Grove, Illinois 60054: Amount bid $2,700.00, deposit check $270.00 (cashier's check);

Jeanmarie Kapp, 2724 West 39th Street, Chicago, Illinois 60632: Amount bid $3,200.00, deposit check $320.00 (certified check);

1717 South Jefferson Street.

John Podmajersky III, 1831 South Halsted Street, Chicago, Illinois 60608: Amount bid $1,950.00, deposit check $300.00 (cashier's check);

1506 South Kildare Avenue.

Abraham and Ruby Coburn, 4311 West 15th Street, Chicago, Illinois 60623: Amount bid: $3,500.00, deposit check $350.00 (cashier's check);

558 West Lake Street.

Robert C. Kamen, 525 West Hawthorne Place, Chicago, Illinois 60657: Amount bid $64,000.00, deposit check $6,400.00 (cashier's check);

1639 South Lawndale Avenue.

Mable Flowers, 1645 South Lawndale Avenue, Chicago, Illinois 60623: Amount bid $1,000.00, deposit check $100.00 (cashier's check);

813 North Lessing Street.

David M. Osterman and Jim Astbury, 835 North Lessing Street, Chicago, Illinois 60622: Amount bid 2,501.00, deposit check $250.10 (cashier's check);

Andrzej J. Janusz, 6645 West Higgins Avenue, Chicago, Illinois 60656: Amount bid $3,500.00, deposit check $350.00 (certified check);

John W. Huffman, 8827 North Osceola, Morton Grove, Illinois 60054: Amount bid $1,900.00, deposit check $190.00 (cashier's check);

2310 North Lister Avenue.

Linda O'Connell, 2316 North Lister Avenue, Chicago, Illinois 60614: Amount bid $7,550.00, deposit check $755.00 (cashier's check);

Patricia Owens, 3650 North Lake Shore Drive, No. 1706, Chicago, Illinois 60657: Amount bid $8,600.00, deposit check $860.00 (cashier's check);

Andrzej J. Janusz, 6645 West Higgins Avenue, Chicago, Illinois 60656: Amount bid $8,310.00, deposit check $831.00 (certified check);

1323 North Mohawk Avenue.

M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois 60610: Amount bid $13,000.00, deposit check $1,300.00 (cashier's check);

1339 North Mohawk Avenue.

M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois 60610: Amount bid $38,000.00, deposit check $3,800.00 (cashier's check);

J. Chambers Realty Corporation, c/o Joel C. Levin, Suite 4620, 55 East Monroe Street, Chicago, Illinois 60603: Amount bid $33,050.00, deposit check $3,305.00 (cashier's check);

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid $10,150.00, deposit check $1,015.00 (cashier's check);

Allen Perres, 134 North LaSalle Street, Suite 204, Chicago, Illinois 60602: Amount bid $34,100.00, deposit check $3,410.00 (cashier's check);

Robert Zinn, 1878 North Orchard Street, Chicago, Illinois 60614: Amount bid $40,700.00, deposit check $4,070.00 (cashier's check);

1359 North Mohawk Avenue.

M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois 60610: Amount bid $28,000.00, deposit check $2,800.00 (cashier's check);

J. Chambers Realty Corporation, c/o Joel C. Levin, Suite 4620, 55 East Monroe Street, Chicago, Illinois 60603: Amount bid $24,250.00, deposit check $2,425.00 (cashier's check);

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid $10,150.00, deposit check $1,015.00 (cashier's check);

Allen Perres, 134 North LaSalle Street, Suite 204, Chicago, Illinois 60602: Amount bid $31,100.00, deposit check $3,110.00 (cashier's check);

1365--1367 North Mohawk Avenue.

Barbara Don Chubin, 950 North Michigan Avenue, Suite 4503, Chicago, Illinois 60611: Amount bid $28,000.00, deposit check $2,800.00 (cashier's check);

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid $20,300.00, deposit check $2,030.00 (cashier's check);

Allen Perres, 134 North LaSalle Street, Suite 204, Chicago, Illinois 60602: Amount bid $55,100.00, deposit check $5,510.00 (cashier's check);

Robert Zinn, 1878 North Orchard Street, Chicago, Illinois 60614: Amount bid $51,500.00, deposit check $5,150.00 (cashier's check);

J. Chambers Realty Corporation, c/o Joel C. Levin, Suite 4620, 55 East Monroe Street, Chicago, Illinois 60603: Amount bid $48,450.00, deposit check $4,845.00 (cashier's check);

M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois 60610: Amount bid $60,000.00, deposit check $6,000.00 (cashier's check);

1409 North Mohawk Avenue.

Stanislaw and Barbara Siembida, 3538 North Reta Avenue, Chicago, Illinois 60657: Amount bid $12,000.00, deposit check $1,200.00 (cashier's check);

Allen Perres, 134 North LaSalle Street, Suite 204, Chicago, Illinois 60602: Amount bid $31,100.00, deposit check $3,110.00 (cashier's check);

M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois 60610: Amount bid $29,000.00, deposit check $2,900.00 (cashier's check);

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid $10,150.00, deposit check $1,015.00 (cashier's check);

First National Bank of Chicago, Trustee of John W. Dowling Retirement Trust, U/T 81287, Personal Banking Department, Suite 0485, One First National Plaza, c/o Mrs. J. Brenton-Knauer, Chicago, Illinois 60690: Amount bid $30,100.00, deposit check $3,010.00 (certified check);

J. Chambers Realty Corporation, c/o Joel C. Levin, Suite 4620, 55 East Monroe Street, Chicago, Illinois 60603: Amount bid $24,250.00, deposit check $2,425.00 (cashier's check);

1439 North Mohawk Avenue.

M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois 60610: Amount bid $30,000.00, deposit check $3,000.00 (cashier's check);

J. Chambers Realty Corporation, c/o Joel C. Levin, Suite 4620, 55 East Monroe Street, Chicago, Illinois 60603: Amount bid $23,370.00, deposit check $2,337.00 (cashier's check);

Allen Perres, 134 North LaSalle Street, Suite 204, Chicago, Illinois 60602: Amount bid $31,300.00, deposit check $3,130.00 (cashier's check);

Jim Kruger, 6252 North Lincoln Avenue, Chicago, Illinois 60659: Amount bid $10,150.00, deposit check $1,015.00 (cashier's check);

743 North Noble Street.

Frank J. Wojkowski, 713 North Noble Street, Chicago, Illinois 60622: Amount bid $3,501.00, deposit check $350.10 (certified check);

2618 South Normal Avenue.

Richard Herrera, 3301 South Western Boulevard, Chicago, Illinois 60608: Amount bid $7,500.00, deposit check $750.00 (cashier's check);

John Funz, 2610 South Lowe Avenue, Chicago, Illinois 60616: Amount bid $5,100.00, deposit check $510.00 (treasurer's check);

King F. Jeung, 2724 South Canal Street, Chicago, Illinois 60616: Amount bid $7,600.00, deposit check $760.00 (money order);

Ronald Marasso, 2907 South Canal Street, Chicago, Illinois 60616: Amount bid $8,001.00, deposit check $800.00 (cashier's check);

1524 South Pulaski Road.

Emmitt Petty, Sr., 1528 South Pulaski Road, Chicago, Illinois 60623: Amount bid $3,100.00, deposit check $310.00 (certified check);

2946 West Roosevelt Road.

James A. and Evelyn Crawford, 1124 South Richmond Street,Chicago, Illinois 60612: Amount bid $2,000.00, deposit check $500.00 (cashier's check);

3646 West Roosevelt Road.

Wallace E. Johnson, 939 North Grove, Oak Park, Illinois 60302: Amount bid $1,840.00, deposit checks totaling $184.00 (money order and cashier's check);

865 North Wood Street.

Edward Wojkowski, 713 North Noble Street, Chicago, Illinois 60622: Amount bid $2,001.00, deposit check $200.10 (certified check);

Mr. and Mrs. Robert Drabik, 863 North Wood Street, Chicago, Illinois 60622: Amount bid 2,010.00, deposit check $201.00 (cashier's check);

Eva Field, 3 First National Plaza, Suite 3900, Chicago, Illinois 60602: Amount bid $6,400.00, deposit check $640.00 (treasurer's check);

3753--3759 West 15th Street/
1501--1503 South Hamlin Avenue.

Vernal Lollar, 1507 South Hamlin Avenue, Chicago, Illinois 60623: Amount bid $300.00, deposit check $30.00 (cashier's check);

2701--2709 West 38th Street.

Doris H. Tohme, 3754 South Washtenaw Avenue, Chicago, Illinois 60632: Amount bid $5,000.00, deposit check $500.00 (cashier's check);

1049--1051 West 59th Street.

John Williams, 1620 West 77th Street, Chicago, Illinois 60620: Amount bid $5,500.00, deposit check $550.00 (bank money order);

1935--1945 East 79th Street/
7901 South Euclid Avenue.

Frank Kimbrough, 1946 East 79th Street, Chicago, Illinois 60649: Amount bid $23,520.00, deposit checks totaling $2,352.00 (certified check and money order).

Adjournment.

Thereupon, Alderman Caldwell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, May 20, 1987, at 10:00 A.M. in the Council Chamber in City Hall.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.