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COPY



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

Regular Meeting--Wednesday, May 14, 1986

at 10:00 A.M.

(Council Chamber--City Hall--Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- None.

Call to Order.

On Wednesday, May 14, 1986 at 11:25 A.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Quorum present.

Invocation.

Dr. Wilfred Reid, M.A., D.D., Hum, Grant Memorial A.M.E. Church, opened the meeting with prayer.

RECOGNITION EXTENDED TO PEOPLE PARTICIPATING IN HANDS ACROSS AMERICA BY JOINING HANDS ACROSS ILLINOIS.

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

WHEREAS, There are an estimated 2.5 million homeless people in America, and millions of Americans, especially children, who experience hunger at some time; and

WHEREAS, Hands Across America is a historic undertaking linking concerned and generous American citizens in a continuous line from coast to coast which will be more than 4,000 miles long; and

WHEREAS, Hands Across America represents a strong partnership between corporate and private citizens, working together to help the hungry and homeless, as well as promoting volunteerism around the nation; and

WHEREAS, The goal of Hands Across America is to raise \$100 million to help reduce hunger and homelessness in America; and

WHEREAS, On May 25, at 2:00 p.m., six million Americans will join hands across the United States to demonstrate their support and concern for the hungry and homeless, including more than 400,000 participants in Illinois; and

WHEREAS, Hands Across America will represent the diversity and breadth of the great State of Illinois, covering 333 miles of Illinois, including Chicago, Kankakee, Champaign, Decatur, Springfield, Carlinville and Alton; now, therefore,

Be It Resolved, That I, Harold Washington, Mayor of the City of Chicago and the members of the City Council assembled here this 14th day of May, 1986, do hereby recognize the great contributions of the people involved in undertaking this urgent task, and I also join in the spirit of giving by participating in Hands Across America by joining Hands Across Illinois on May 25, 1986; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the organizers of Hands Across America.

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

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

CONGRATULATIONS EXTENDED TO OFFICER JOHN J. RYAN
ON HIS RETIREMENT FROM CHICAGO POLICE
DEPARTMENT.

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

WHEREAS, John J. Ryan was born in the Englewood area on May 22, 1922, one of nine children; and

WHEREAS, After serving a stint in the U. S. Navy, he joined the Chicago Police Force in 1946, the same year that he married his wife, Kathleen, to whom seven children were born; and

WHEREAS, While working as a "wagon man" in the Englewood District, he transported many injured, sick and dying members of the Englewood community to where help might be obtained for them, and at the same time, always assisting his fellow officers in any way that he could, whenever he could; and

WHEREAS, In 1951, Officer Ryan became the Abandoned Auto Officer in the Englewood Area, charged with the responsibility of removing abandoned and junk autos, trucks or any other vehicles endangering the lives of people of that community; and in that capacity was instrumental in recovering hundreds of expensive stolen vehicles and assisted in the apprehension and prosecution of those persons responsible for such thefts; and

WHEREAS, He has received numerous written salutes in the Chicago Police Magazine - the Star, for his outstanding work, and has the respect and admiration of his fellow officers as well as civic, political and religious leaders who have thanked him for his fine work efforts; and

WHEREAS, On June 1, Officer Ryan officially resigns from the Chicago Police Department, but, his career, long after his resignation will serve as a shining example to any and all officers who believe that Honor, Integrity, Dedication, Respect and Trust in Almighty God, are as much a part of police officers as is their shiny police star that they wear so proudly on their chests, as he did; and

WHEREAS, He returns full time to his wife, Kathleen, his seven (7) children, and his fourteen grandchildren to begin what hopefully will be a long and well- earned retirement; and

WHEREAS, Officer Ryan was born, raised, schooled, married and raised his children, worked and retired with over forty (40) years as a police officer -- all in the community of Englewood; now, therefore,

Be It Resolved, That the Mayor, the City of Chicago, and especially, the entire community of Englewood, extend warmest congratulations to Officer John J. Ryan, on his retirement, and extend our wishes that he may enjoy good health and the blessings of God and family, for many years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer John J. Ryan.

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

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

AUTHORITY GRANTED FOR APPLICATION OF URBAN
DEVELOPMENT ACTION GRANT FOR LASALLE-
HUBBARD DEVELOPMENT PROJECT.

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing an application for an Urban Development Action Grant for the LaSalle-Hubbard Development project.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Natarus, 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 Natarus, the said proposed ordinance was *Passed* as yeas and nays as follows:

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed March 20, 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-85-AA-17-0217, which provides funds to the City, which may be loaned to the LaSalle-Hubbard Corporation, an Illinois corporation, in the amount of \$950,000, to assist in the rehabilitation of an existing structure located at 125 West Hubbard Street, Chicago, Illinois, and the construction of a new structure immediately adjacent thereto, which activities will among other things, 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 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 \$950,000 to the LaSalle-Hubbard Corporation ("Corporation"), for the purpose of rehabilitating a structure located at 125 West Hubbard Street, Chicago, Illinois, and the construction of a new structure immediately adjacent thereto; said facilities to be leased for commercial purposes. The Redevelopment Agreement further obligates the Corporation to commence and complete the aforementioned project by expending approximately \$7,102,000 in private funds; and further obligates the Corporation to use its best efforts to create 210 new, permanent job opportunities as set forth in the Urban Development Action Grant to the City.

SECTION 2. The Commissioner of the Department of Planning 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 Urban Development Action Grant No. B-85-AA-17-0217, and the Redevelopment Agreement, said Redevelopment Agreement being substantially in the form attached hereto as Exhibit A.

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

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

Urban Development Action Grant Redevelopment Agreement

Agreement made in Chicago, Illinois, as of the _____ day of _____, 19____, between the City of Chicago, Illinois (the "City"), by and through the Department of Planning ("Planning"), having its offices in Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602; and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust No. 63390, dated 22 January 1985 ("Borrower"); and the sole beneficiary thereof LaSalle-Hubbard Corporation, an Illinois corporation, having its principal offices at 180 North LaSalle Street, Chicago, Illinois 60602 ("Developer").

Witnesseth:

Whereas, planning has as its primary purpose the planning and implementation of development in the central area of the City; and

Whereas, it is the intention of Borrower to acquire and Developer to rehabilitate an existing 7-story building, and construct an additional 7 story facility adjacent thereto, to create approximately 72,000 square feet of commercial office space, all at 125 West Hubbard Street, Chicago, Illinois 60611, which activities will allow Developer to create new employment opportunities; and

Whereas, 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 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-85-Aa-17- 0217 (the "U.D.A.G. Grant"), which provides that \$950,000 may be loaned by the City to Borrower; 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 1. Definitions.

1.1 "Additional Collateral" shall mean all personalty of the Project (as hereinafter defined), owned by Borrower or Developer.

1.2 "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.

1.3 "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 Additional Collateral, "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.

1.4 "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.

1.5 "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.

1.6 "Property" shall mean that certain real estate located at 125 West Hubbard Street, Chicago, Illinois 60611, 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.

1.7 "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.

1.8 "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

1.9 "Senior Lender" shall mean the Water Tower Bank of Chicago, and its participant, Exchange National Bank of Chicago.

1.10 "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.

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, Borrower 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 covenants, represents and 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, 210 permanent jobs, of which 105 will be for low and moderate income persons, 32 will be for C.E.T.A.-eligible persons, and 63 will be for minority persons.

4.4 Developer shall provide the evidence of private financing set forth in Exhibit D attached hereto and made a part hereof.

4.5 Borrower and Developer shall abide by all terms and conditions of the U.D.A.G. Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.6 (a) Developer is now an Illinois corporation, 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 Articles of Incorporation or By-Laws, 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, as permitted pursuant to Paragraph 4.9 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, the Additional Collateral, 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.

4.7 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 Additional Collateral and Collateral. Borrower shall furnish the City documents satisfactory to the City which evidence Borrower's compliance with this Paragraph 4.7 prior to disbursement of Loan proceeds.

4.8 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 4.6(d) or 4.9 hereof, (a) permit a security interest in any of the Additional Collateral or Collateral to any person, or (b) permit, grant, or suffer or permit a lien, claim or encumbrance upon any of the Additional Collateral or

the Collateral: (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Additional Collateral or the Collateral: (c) enter into any transaction not in the ordinary course of 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.

4.9 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 further provided that if said Charges are in excess of \$10,000, Borrower and/or Developer 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.

4.10 Developer 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 the Developer. Within 90 days following the close of each fiscal year of Developer shall provide a copy of the aforesaid annual financial statement(s) to the City. In addition, upon request by Planning Developer shall submit to Planning no more frequently than once per calendar quarter, statements of Developer's employment profile and Developer's financial condition.

4.11 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.

4.12 Borrower And 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 Fund.

4.13 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.

4.14 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.

5.3 Duration of Inspection Rights. The rights of access and inspection provided in this Section V 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 leasing commercial office 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 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 provided however, in the case of a default under the Senior Financing, the City agrees that it will seek to enforce the remedies available to it under this Agreement only if the Senior Lender has moved to foreclose the Senior Financing.

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.

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 it diligently continues to cure such default, and provided further that the City shall not accelerate the Loan so long as any credit enhancement exists with respect to the Senior Financing unless the Senior Lender has moved to foreclose said Senior Financing. 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 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 Developer at least five (5) 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 the 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, (at the sole option of the City), shall become due and payable immediately upon written demand to Borrower by 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,]. In the event the City exercises its right to accelerate the Loan pursuant to this Section XI, any entitlements the City may have to Additional 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%, changes the site or character of any development activity or increases any time for performance by a party by more than 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.

14.5 Notwithstanding anything herein to the contrary, any Developer contract for the purchase of U.D.A.G. Equipment (defined as equipment purchased with Loan proceeds for use at the Project), shall not be subject to the provisions of this Section XIV.

Section XV. Utilization of Minority and Women Business Enterprises.

15.1 Pursuant to Executive Order 85-2, issued by the Mayor of the City on April 3, 1985, which is expressly incorporated herein by reference, Borrower agrees to develop a plan to expend not less than 25% of the total dollar value of the Loan with one or more certified M.B.E., and not less than 5% of the total dollar value of the Loan with one or more certified W.B.E.

15.2 Borrower's M.B.E./W.B.E. commitments may be met by: (i) contracting or subcontracting a portion of the work on the Project to one or more M.B.E. or W.B.E.; (ii) purchases of materials used in completing the Project from one or more M.B.E. or W.B.E.; or (iii) any combination of the foregoing. The Purchasing Agent of the City of Chicago, upon request, will provide assistance in identifying qualified and certified M.B.E. and W.B.E. eligible for consideration as contractors, subcontractors, materialmen and/or vendors. Requests for assistance should be addressed to:

Mr. McNair Grant
City of Chicago Department of Purchases,
Contracts and Supplies, Monitoring and Compliance
Kraft Building - Room 101A
510 North Peshtigo Court
Chicago, Illinois 60611

15.3 (a) M.B.E. and W.B.E. proposed by Borrower for participation in the Loan, shall be certified by the City as of the date of such submission to the Purchasing Agent. In the alternative, Borrower shall submit an affidavit or acceptable equivalent that the proposed M.B.E. or W.B.E. participant has, as of the date of said submission, a Form Schedule A - Application For Certification As Qualified And Bona Fide Minority Or Women Owned Business awaiting review by the Purchasing Agent for eligibility; provided however, that Form Schedule A may be submitted only following a prior determination by the Purchasing Agent that the work contemplated by the Borrower for the proposed M.B.E. or W.B.E. requires capabilities and/or expertise not possessed by an existing certified M.B.E. or W.B.E. Certifications or recertifications shall be effective for one calendar year from the date granted.

(b) a Directory of Qualified and Bona Fide Minority and Women Owned Business Enterprises, is maintained by the Purchasing Agent at its offices as set forth in Paragraph 15.2.

15.4 The City endorses the participation of joint ventures in meeting the commitments of this Section XV. However, in joint ventures with any M.B.E. or W.B.E., full credit may be denied by the Purchasing Agent unless: (i) there exists a written joint venture agreement between the parties which evidences their respective ownership interests and financial involvement in the joint venture; and (ii) the joint venture agreement specifically delineates defined managerial and other significant duties that actually will be performed by the minority or women joint venture partners. Where a joint venture entity is proposed, the joint venture agreement and a completed Form Schedule B shall be submitted with the bid or proposal.

15.5 Borrower may request a waiver from the requirements of this Section XV in writing and directed to the Purchasing Agent. The request shall establish by clear and convincing evidence that full compliance with M.B.E./W.B.E. compliance is impossible or economically unreasonable under the circumstances. In the event a waiver request is granted the Borrower, the Purchasing Agent may condition such waiver upon the Borrower's express agreement to make every effort to comply with the spirit if not the specific letter of Executive Order 85- 2. The determination of the Purchasing Agent in this circumstance shall be final.

15.6 Borrower agrees to report to the Purchasing Agent on all expenditures related to the Loan made to achieve compliance with M.B.E./W.B.E. requirements. Such reports shall include, but shall not be limited to the name and business address of each M.B.E. and W.B.E. performing directly or indirectly, on the Project; a description of the work performed and/or products or services supplied; and any other information as may reasonably be requested by the Purchasing Agent in determining Borrower's compliance with this Section XV.

Section XVI. No Assignment of 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 XVII. 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 XVIII. Conflict of Interest.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Project; nor shall any such member, official or employee participate in any decision relating to this Project which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

Section XIX. 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 XX. Time of the Essence.

Time is of the essence of this Agreement.

Section XXI. Additional Provisions.

21.1 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.

21.2 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 Planning
Room 1000, City Hall
121 North LaSalle Street
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
Attention: Corporation Counsel

If to Developer: LaSalle-Hubbard Corporation
180 North LaSalle Street
Suite 1612
Chicago, Illinois 60602
Attention: Nicholas A. Karris

If to Borrower: American National Bank and
Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Land Trust Department

With copies to: Mr. Samuel J. Polsky
152 West Huron Street
Chicago, Illinois 60610

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

21.3 If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provisions 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.

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

21.5 This Agreement is executed by the Borrower, not personally, but in the exercise of power and authority conferred upon and vested in it as such Borrower (and said Borrower in its personal and individual capacity hereby states that it as Borrower 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 right or security hereunder that nothing contained herein or in the Note or in the Mortgage securing this Agreement shall be construed as creating any liability on said Borrower in its individual capacity, personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder 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, but this waiver shall in no way affect the liability of any guarantor of the Note or the Mortgage, or any other person or entity executing the Note, the Mortgage or this Agreement.

21.6 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.]

Exhibit A
To Redevelopment Agreement.

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend Borrower \$950,000 of 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 \$8,102,000.

(b) Developer shall provide the Project with at least \$1,400,000 of cash equity, \$400,000 in the form of a purchase money mortgage, and \$250,000 in developer's fees.

(c) Borrower shall borrow from the Senior Lender at least \$5,002,000 for the acquisition, renovation and development of the Property.

3. 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. Construction Loan.

(a) The principal amount of the Loan shall be \$950,000.

(b) Interest at the rate of 0% per annum shall be accrued on all U.D.A.G. Grant funds drawn down from time to time by Borrower.

(c) The construction period will commence upon the initial disbursement of the Loan of Borrower, but in no event later than 28 February 1986, and shall continue for a period of

12 months from said initial disbursement, but in any event ending no later than 28 February 1987.

(d) The following shall be required of Borrower or Developer as Conditions Precedent to disbursement of Loan proceed:

(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 mortgagee title insurance, in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, and subordinated only to the first mortgage of the Senior Lender to secure a loan in an amount not to exceed \$5,002,000:

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee, or equivalent evidence, satisfactory to the City, 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 and/or engineer, 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 by Developer 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 staged 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 \$7.00 of private funds expended by Developer for the Project. Thus, for every \$8.00 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 Grant 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 by the Project Architect and/or Engineer, Developer and the City, all holdback funds shall be released to Borrower, 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 released to the Borrower.

2. Permanent Loan.

(a) The permanent loan shall be the total sum of the Loan disbursements of the construction period loan.

(b) The term of the loan shall be 10 years commencing upon substantial completion of construction but in no event later than 28 February 1987.

(c) Repayment of the Loan by Borrower to City shall be as follows:

(i) For years 1 through and including 9, payments of principal balance shall be deferred;

(ii) On or before the 12th month of year 10, a single balloon payment in an amount sufficient to pay off the unpaid principal, plus any and all late charges and attorney's fees then due and owing.

3. Interest ("Interest") shall be paid by Borrower to City as follows:

(a) After Developer has received a 13% return on Final Developer's Equity (as defined below), annually, on a non-cumulative basis, Borrower shall cause Developer to pay the City 20% of the remaining annual Net Cash Flow (defined as all operating income less debt service on the Senior Financing and the Loan, and other permitted financings; real estate taxes; reasonable and customary operating expenses [including maintenance reserves as required by the Senior Lender], and a management fee of up to 5% of operating income; and without deduction for depreciation of capital improvements). Final Developer's Equity shall mean all property, cash or recourse notes contributed to the Project by the Developer, as capital, which is necessary for completion of the Project, such amount to be determined as of the date occurring 6 months after substantial completion of the Project, but in any event, no later than 28 February 1987.

(b) In the event of a sale, partial sale, syndication or refinancing (except one time in an amount not to exceed \$8,114,000 or 80% of the then value of the Project, as determined by an M.A.I. appraiser, chosen jointly by Developer and the City, and paid for completely by Developer), Borrower shall cause Developer to pay to the City 20% of Net Proceeds (as hereinafter defined), from such transaction.

(c) Notwithstanding anything herein to the contrary, the City shall be entitled to receive 20% of proceeds received by Developer from a syndication for purposes of meeting its equity contribution to the Project, which proceeds are not required for completion of the Project as determined by the earlier to occur of 6 months after substantial completion of the Project, or 1 September 1987.

(d) "Net Proceeds" shall mean:

(i) in the case of a sale or partial sale, gross sale proceeds less: (x) payoff of the Senior Lender's and City's loans; (y) Final Developer's Equity; and (z) usual and customary costs of sale;

(ii) in the case of refinancing, gross refinancing proceeds less: (xx) payoff of the refinanced loan; and (yy) usual and customary costs of refinancing;

(iii) in the case of a syndication, other than a syndication to raise Final Developer's Equity, gross syndication proceeds less usual and customary costs of syndication.

(e) 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 operating income, operating expenses, net annual cash flow, Final Developer's Documented Equity, net proceeds, and the participation due the City, if any, along with a check in the amount therefor; (ii) and, pursuant to Paragraph (e)(iii), above, submit to City within 5 working days of closing of the transaction, a statement prepared by a certified public accountant, setting forth the Additional Interest due 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 accountant in accordance with generally accepted accounting principals consistently applied. Upon review of the aforesaid annual financial statement, the parties hereto shall make any adjustments of monies owed, as may be necessary.

4. Prepayment of Loan.

The Loan may be prepaid at any time during the first 5 years following the Completion Date (defined as the earlier to occur of substantial completion of the Project or 28 February 1987), upon payment in full of the enlarged principal balance plus any and all accrued and unpaid interest, late charges and a prepayment charge equal to 5% of the outstanding principal balance during the first year after the Completion Date, and reducing 1% per annum in each of the following 4 years. Thereafter, the Loan may be prepaid without premium or penalty.

5. 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.

Exhibit C To Redevelopment Agreement.

The Loan made pursuant to this Agreement shall be secured by the following:

1. A second mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage or deed of trust of the Senior Lender in an amount not to exceed the lesser of \$7,300,000 or 80% of the Project as determined by an independent M.A.I. appraiser chosen jointly by Developer and the City, and paid for by the Developer.

2. A grant of security interest in all personal assets of the Project, subordinated only to an interest granted the Senior Lender in the self same assets.

3. The completion of the Project shall be guaranteed by Nicholas A. Karris, sole shareholder of the general partner of the Developer, and the Developer.

Exhibit D To Redevelopment Agreement.

1. City shall loan the sum of \$950,000 to Borrower for the purpose of renovation of the Property.

2. The Senior Lender shall loan at least \$5,002,000 to Borrower for the purpose of acquisition and renovation of the Property.

3. Developer shall provide not less than \$2,100,000 in equity funds for renovation of the Property.

Exhibit E
To Redevelopment Agreement.

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.

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

Legal Description:

Parcel 1:

Lot 9 (except that part taken for widening of LaSalle Street) and Lot 10 in Block 3 in Wolcott's Addition to Chicago, in the East 1/2 of the North East 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2:

Lot 11 in Block 3 in Wolcott's Addition to Chicago, in the East 1/2 of the North East 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

[Signature forms omitted for printing purpose.]

Referred -- MAYOR'S REAPPOINTMENT OF MR. HOWARD
C. MEDLEY, SR. AS MEMBER OF
CHICAGO TRANSIT 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 Local Transportation*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby reappoint Howard C. Medley, Sr. as a member of the Chicago Transit Board for a term ending September 1, 1988.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S REAPPOINTMENT OF MR. THEODORE
A. JONES TO BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT
NO. 508.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby reappoint Theodore A. Jones to the Board of Trustees of Community College District No. 508 for a term ending June 30, 1988.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MS. THELMA SMITH TO
BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 508.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Thelma Smith to the Board of Trustees of Community College District No. 508 for a term ending June 30, 1987 to succeed Arthur Velasquez, Sr.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MS. NELVIDA BRADY
TO BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NO. 508.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Nelvida Brady to the Board of Trustees of Community College District No. 508 for a term ending June 30, 1986 to succeed Joseph B. Meegan.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF REVEREND JEREMIAH WRIGHT
TO BOARD OF DIRECTORS OF COMMUNITY COLLEGE
DISTRICT NO. 508.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Rev. Jeremiah Wright to the Board of Directors of Community College District No. 508 for a term ending June 30, 1988 to replace Dr. Dorothy L. Branch.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MR. HARRY GOTTLIEB
TO BOARD OF DEPARTMENT OF URBAN RENEWAL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Harry Gottlieb to the Board of the Department of Urban Renewal for a term ending January 1, 1990, to succeed James Green. Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MR. WALTER A.
NETSCH TO CHICAGO PARK DISTRICT.

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 Beautification and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Walter A. Netsch to the Chicago Park District for a term ending April 25, 1991 to succeed Iola McGowan. Your favorable consideration of this appointment will be appreciated.

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

Referred -- MAYOR'S APPOINTMENT OF MS. SYLVIA HERRERA
TO CHICAGO PARK DISTRICT.

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 Beautification and Recreation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Sylvia Herrera to the Chicago Park District for a term ending April 25, 1987 to succeed William A. Lee, deceased. Your favorable consideration of this appointment will be appreciated.

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

Referred -- WITHDRAWAL OF MAYOR'S APPOINTMENT OF
REVEREND ALBERT SAMPSON TO BOARD OF
TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NUMBER 508.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby withdraw the appointment of Rev. Albert Sampson to the Board of Trustees of Community College District No. 508 submitted to you on April 13, 1984.

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

Referred -- RATIFICATION OF AN AGREEMENT BY AND BETWEEN
CITY OF CHICAGO AND CHICAGO AND NORTHEAST
ILLINOIS DISTRICT COUNCIL UNITED
BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA
(A.F.L.-C.I.O.).

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 14, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance adopting and ratifying an agreement by and between the City of Chicago and the Chicago and Northeast Illinois District Council United Brotherhood of Carpenters and Joiners of America (A.F.L.-C.I.O.).

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH CEDCO PROPERTIES.

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 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an Ordinance and Loan and Security Agreement, authorizing the execution of loan documents for a \$150,000 loan of Year X Community Development Block Grant funds to CEDCO Properties, an Illinois not-for-

profit corporation and a wholly owned subsidiary of Chicago Economic Development Corporation, an Illinois not-for-profit corporation, for purposes of providing working capital to assist in the development of a building located 1812-1818 South Kilbourn Street, into a small business incubator for small, start-up and fledgling businesses.

Your favorable consideration of this ordinance will be greatly appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF LAND
WRITE-DOWN GRANT AGREEMENT WITH RUSSELL
A. HANSON AND ASSOCIATES, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Land Write-Down Grant Agreement with Russell A. Hanson and Associates, Inc., in the amount of \$15,780 to expand its business and job opportunities at 3801 South Ashland Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT AGREEMENT WITH L.S.L.
INDUSTRIES, INCORPORATED FOR
LAND COST WRITE-DOWN.

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COMMUNICATIONS, ETC.

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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 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a Redevelopment Agreement with L.S.L. Industries, Inc. for a land cost write-down in the amount of \$.50 per square foot, to be determined by a plat of survey before closing, to assist the company in the purchase of property located at 7383 North Rogers Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF
REDEVELOPMENT/LOAN AGREEMENT FOR
CHINATOWN BASIN PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing execution of Redevelopment/Loan Agreement for Chinatown Basin Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF FIRST SUPPLEMENTAL INDENTURES
BETWEEN CITY AND CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY, AND AMENDMENT
NUMBER 1 TO SPECIAL FACILITY USE
AGREEMENT BETWEEN CITY AND
AMERICAN AIRLINES,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing with respect to each series of Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1983A-D (American Airlines, Inc. Project), the execution and delivery of a first supplemental indenture between the City of Chicago and Continental Illinois National Bank and Trust Company of Chicago, as Trustee, and an Amendment No. 1 to Special Facility Use Agreement between the City and American Airlines, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION AND ADOPTION OF MEMORANDUM OF
AGREEMENT BETWEEN CITY OF CHICAGO AND
FEDERAL AVIATION ADMINISTRATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

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COMMUNICATIONS, ETC.

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LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance providing for the execution and adoption of a Memorandum of Agreement between the City of Chicago and the Federal Aviation Administration.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF
CONCESSION LICENSE AGREEMENT WITH
FLOWER PEDDLER, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Mayor to enter into and execute on behalf of the City of Chicago, a Concession License Agreement with Flower Peddler, Inc. under which Flower Peddler, Inc. will operate a flower shop concession in Terminal Building No. 2 at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF
CONCESSION LICENSE AGREEMENT WITH
ACCENT CHICAGO O'HARE,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Mayor to enter into and execute, on behalf of the City of Chicago, a Concession License Agreement with Accent Chicago O'Hare, Inc. under which Accent Chicago-O'Hare, Inc. will operate a Chicago theme shop concession in Terminal Building No. 2 at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF
CONCESSION LICENSE AGREEMENT WITH
C. W. SWEET TREATS, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Mayor to enter into and execute, on behalf of the City of Chicago, a Concession License Agreement with C.W. Sweet Treats, Inc. under which C.W. Sweet Treats, Inc. will operate a candy shop concession in Terminal Building No. 3 at Chicago- O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred-- AUTHORIZATION FOR EXECUTION OF
CONCESSION LICENSE AGREEMENT WITH
PLAYERS ENTERPRISES CHICAGO
O'HARE, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Mayor to enter into and execute, on behalf of the City of Chicago, a Concession License Agreement with Players Enterprises Chicago O'Hare, Inc. under which Players Enterprises Chicago O'Hare, Inc. will operate a sports store concession in Terminal Building No. 2 at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred-- AUTHORIZATION FOR EXECUTION OF A
CONCESSION LICENSE AGREEMENT WITH
CHICAGO SPORTS SECTION,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Mayor to enter into and execute, on behalf of the City of Chicago, a Concession License Agreement with Chicago Sports Section, Inc. under which Chicago Sports Section, Inc. will operate a sports store concession in Terminal Building No. 3 at Chicago-O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL FOR SALE OF PARCEL 1 IN
COMMERCIAL DISTRICT PROJECT 43RD-RACINE
TO BO PACKING COMPANY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance approving the sale of Parcel 1, in Commercial District Project 43rd-Racine to Bo Packing Company.

Also, enclosed is a certified copy of a resolution adopted by the Commercial District Development Commission at a meeting on November 19, 1985, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

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COMMUNICATIONS, ETC.

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Referred -- APPROVAL FOR RECONVEYANCE OF PARCEL 9 IN
COMMERCIAL DISTRICT PROJECT MADISON-RACINE
FROM LITSINGER MOTOR COMPANY TO
OPUS CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance approving the reconveyance of Parcel 9 Commercial District Project Madison- Racine from Litsinger Motor Company to OPUS Corporation.

Also, enclosed are certified copies of the resolution adopted by the Commercial District Development Commission at a meeting on January 21, 1986, authorizing the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF DESIGNATION FOR MADISON-CICERO
BLIGHTED COMMERCIAL AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance approving the designation of the Madison-Cicero Blighted Commercial Area.

Also, enclosed is a certified copy of the resolution adopted by the Commercial District Development Commission at a meeting on March 18, 1986 authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- REQUEST FOR APPROVAL OF AMENDMENT NO. 1
TO 63RD-STONY ISLAND REDEVELOPMENT PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 1 to the 63rd-Stony Island Redevelopment Plan. This new and revised Amendment updates the comprehensive planning guidelines and provides for five changes in the Land Use Plan Map.

Also, enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 31st day of March 1986, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION OF ARTICLES
OF AGREEMENT FOR DEED FOR SALE OF DONNELLEY
HALL TO METROPOLITAN FAIR AND
EXPOSITION AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Comptroller of the City of Chicago, I transmit herewith an ordinance to authorize the execution of Articles of Agreement for Deed for the sale of Donnelley Hall to the Metropolitan Fair and Exposition Authority.

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:

CONGRATULATIONS EXTENDED REVEREND ROBERT NIEC
ON OCCASION OF 60TH ANNIVERSARY
OF HIS ORDINATION.

Honorable Walter S. Kozubowski, City Clerk, presented the following proposed resolution:

WHEREAS, Reverend Robert Niec, Pastor Emeritus of St. Pancratius Parish in the heart of Chicago's great southwest side, is celebrating the 60th Anniversary of his ordination into the priesthood; and

WHEREAS, Born in Chicago November 22, 1898, Father Niec is a product of Chicago schools before entering the seminary of St. Francis in Wisconsin and completing his theological studies at St. Mary's in Baltimore, Maryland. He was ordained March 20, 1926, at Chicago's Holy Name Cathedral by Cardinal Mundelein; and

WHEREAS, Father Niec's spiritual leadership has benefited many Roman Catholics in the Chicagoland area throughout his long and distinguished career. He previously served as associate Pastor of St. Andrew Parish in Calumet City (1926-1930), associate Pastor of St. Michael in South Chicago (1930-1934), and at St. Pancratius (1934-1941). Father Niec served as an associate at St. Mary in Cicero, St. Josephat, St. Isadore in Blue Island and St. Florian in Hegewisch until 1948, when once again he returned to St. Pancratius where he has remained; and

WHEREAS, It is under the leadership and guidance of Father Niec that the present St. Pancratius Church and buildings were constructed and the parish was relocated to its present location at 40th and Sacramento; his faith and wisdom and warmth have stimulated generations within the grateful community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of May, 1986, do hereby offer our congratulations to the Rev. Robert Niec, Pastor Emeritus of St. Pancratius Parish, on the celebration of 60 years as an outstanding spiritual leader, and extend to this great citizen our very best wishes for many more years of spiritual fulfillment and success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Reverend Robert Niec.

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

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

Placed on File -- EXECUTIVE ORDER 86-1a
AMENDING EXECUTIVE ORDER 86-1.

Also, a communication from Honorable Harold Washington, Mayor, transmitting Executive Order 86-1a, which amends Executive Order 86-1 concerning Governmental Ethics, which was *Placed on File*.

Placed on File -- ACCEPTANCE UNDER ORDINANCE.

Also, the acceptance of Chicago Fiber Optic Corporation, under an ordinance passed on March 12, 1986 (fiber optic cable system); filed on May 6, 1986, which was *Placed on File*.

OFFICIAL STATEMENT OF CERTIFICATION OF NEWLY
ELECTED ALDERMEN PLACED IN RECORD.

The City Clerk presented for the record the following statement from the Honorable Stanley T. Kusper, Jr., Cook County Clerk, showing the certification of various aldermen elected at the Supplementary Aldermanic Election held on April 29, 1986:

OFFICE OF THE COUNTY CLERK

May 5, 1986.

*Honorable Walter S. Kozubowski
City Clerk
City of Chicago
Room 107, City Hall
Chicago, Illinois 60602*

DEAR SIR -- This is to advise you that, as the County Clerk of Cook County, I have issued Certificates of Election to the Honorable Marlene C. Carter elected Alderman of the Fifteenth Ward of the City of Chicago and the Honorable Luis V. Gutierrez elected Alderman of the Twenty-sixth Ward of the City of Chicago.

The above aldermen were elected at the supplementary aldermanic election on Tuesday, April 29, 1986. A copy of the court order showing the results of this election is attached.

Very truly yours,
(Signed) STANLEY T. KUSPER, JR.
County Clerk.

CITY COUNCIL INFORMED AS TO ELECTION AND
QUALIFICATION OF NEWLY-ELECTED
ALDERMEN.

The City Clerk further informed the City Council that he had received from the Board of Election Commissioners, a certified copy of the Statement of Results of the Canvass, signed by the Canvassing Board, of the votes for Aldermen in the 15th and 26th Wards, at the Supplementary Aldermanic Election held on April 29, 1986, which were as follows:

<i>Name of Candidate</i>	<i>Total Vote</i>
<i>15th Ward.</i>	
Frank J. Brady	5,546
Marlene C. Carter	10,723

26th Ward.

Luis V. Gutierrez	7,429
Manuel A. Torres	6,549

Placed on File -- OATHS OF OFFICE OF NEWLY-ELECTED ALDERMEN.

Also, the oaths of office of Luis V. Gutierrez, Alderman of the 26th Ward, filed on May 2, 1986; and also of Marlene C. Carter, Alderman of the 15th Ward, filed on May 5, 1986, which were *Placed on File*.

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

Also, the following communication from Richard J. Martin, Assistant Secretary, Commonwealth Edison company, addressed to the City Clerk under date April 30, 1986, which reads as follows:

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

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month May, 1986.

Statement for bills issued in May, 1986 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. E.I.A.-826), for the month of February, 1986.

Quarterly Report to Stockholders dated May 1, 1986, as filed with the Securities and Exchange Commission."

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

Also, communications from Ralph C. Wehner, District Engineer, under dates of April 18, 23 and May 5, 1986, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

August 7, 1985.

Funds authorized for reconstruction of parcel of land located at 51st Street/Archer Avenue/Tripp Avenue;

March 25, 1986.

Funds authorized for repairs to pavements on Improved Streets, County or State Highways during 1986;

Funds authorized for repairs to curbs and gutters on Improved Streets, County and State Highways during 1986;

Funds authorized for street cleaning maintenance of Improved Streets, County or State Highways during 1986;

Funds authorized for snow and ice control maintenance on Improved Streets, County and State Highways during 1986;

Funds authorized for street Light Energy Costs of Improved Streets, County and State Highways during 1986.

*Placed on File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED MARCH 31, 1986.*

Also, the following document received in the City Clerk's Office from 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, 1986;

Statement of Funded Debt as of March 31, 1986;

City of Chicago Corporate Fund; Statement of Floating Debt as of March 31, 1986.

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

Also, communications from Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under dates of March 24 and May 9, 1986, transmitting certified copies of amounts of assessments for new Street Improvement Programs in accordance with Chapter 200.4-4 of the Municipal Code, which were *Placed on File*.

Placed on File -- REPORT OF VOUCHER PAYMENTS FOR
PERSONAL SERVICES FOR MONTH OF APRIL, 1986.

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 29629 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

April 23, 1986.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on April 23, 1986, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 6, 1986, by being printed in full text in printed pamphlet copies of the Journal of Proceedings of the City Council of the regular meeting held on April 23, 1986, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

(Special Meeting).

May 9, 1986.

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 May 9, 1986, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on May 12, 1986, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on May 9, 1986, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

The City Clerk further informed the City Council that he filed with the County Clerks of Cook and Du Page Counties on the dates noted, ordinances passed by the City Council on April 9, 1986:

(Continued on page 29630)

PERSONAL SERVICES PAID BY VOUCHER FOR APRIL 1986

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	APR. 1986
Johnson, Johnnie Mae	2741 S. Western	Animal Ctl.	Animal Ctl Officer	100	\$ 651.00	\$ 651.00
Bellair, William	10556 S. Central Pk.	Fire	Fireman	"	9,869.53	9,869.53
Cronk, James	3837 W. 65 Pl.	"	"	"	285.85	285.85
Grund, James	4149 W. 79 St.	"	"	"	7,213.53	7,213.53
Healy, Patrick	3538 W. 84 Pl	"	"	"	8,251.72	8,251.72
Hock, Charles	4371 N. Elston	"	"	"	547.75	547.75
Kall, Robert	11151 S. Drake	"	"	"	9,255.93	9,255.93
Merdd, Eugene	5123 S. Massasoit	"	"	"	3,211.50	3,211.50
Montgomery, A. L.	6656 W. Diversey	"	"	"	3,095.00	3,095.00
Petrásek, Edward	7254 S. Rockwell	"	"	"	627.70	627.70
Sarick, Kenneth	7733 W. Howard	"	"	"	524.52	524.52
Skagerberg, John	11705 S. Campbell	"	"	"	513.36	513.36
Montgomery, James D.	6741 S. Constance	Law	Corp. Counsel	"	7,083.32	7,083.32
Waits, Felicia	5636 S. Hoyne	Mayor's Ofc.	"	200	1,498.36	1,498.36
Dorsey, James R.	9341 S. Luella	Police	Policeman	100	6,145.50	6,145.50
Duncker, Raymond E.	3510 S. Union	"	"	"	30,387.62	30,387.62
Harris, Henry R.	11609 S. Princeton	"	"	"	17,409.11	17,409.11
McKnight, John R.	8942 S. Essex	"	"	"	15,821.53	15,821.53
Schultz, Ronald J.	4448 N. Linder	"	"	"	7,087.34	7,087.34
						Vac benefit
						Settlement
						Vac benefit
						"
						"
						"
						Settlement
						"
						Vac benefit
						Settlement
						Vac benefit
						Adm Leave
						8/P
						"
						"
						"
						"

(Continued from page 29628)

Authority granted for Supplemental Appropriation of Funds to comply with Collective Bargaining Agreement with Chicago Fire Fighters Union, Local No. 2;

Authority granted for Year 1986 Supplemental Levy of Taxes to fund Collective Bargaining Agreement with Chicago Fire Fighters Union, Local No. 2.

Filed with the County Clerk of Cook County on May 7, 1986 and with the County Clerk of Du Page County on May 13, 1986.

**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:

Bernard Citron, of Schrain, Firsel & Brown, Ltd., attorney for Richard Sova and Ronald Shipka -- to classify as an R5 General Residence District instead of R4 General Residence and C1-2 Restricted Commercial Districts the area shown on Map No. 7-G bounded by

the alley next northeasterly of West Wrightwood Avenue; the alley next east of and parallel to North Seminary Avenue; West Wrightwood Avenue; and a line 125 feet west of and parallel to the alley next east of and parallel to North Seminary Avenue;

Allen S. Gabe, attorney for Michael and Mary Jo Ebstein -- to classify as a C1- 2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

West Armitage Avenue; a line 216 feet west of and parallel to North Seminary Avenue; the alley next south of and parallel to West Armitage Avenue; and a line 240 feet west of and parallel to North Seminary Avenue;

Greater Zion Temple Missionary Baptist Church -- to classify as an R5 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 22-D bounded by

a line 170 feet north of East 95th Street; a line 208.77 feet west of and parallel to South Woodlawn Avenue; East 95th Street; a line 373.62 feet west of and parallel to South Woodlawn Avenue; and a line 145.41 feet north of East 95th Street;

Illinois Masonic Medical Center -- to classify as a Residential-Institutional Planned Development instead of C2-4 General Commercial and R7 General Residence Districts the area shown on Map No. 3-F bounded by

a line 100.30 feet north of West Oak Street; the alley next east of North Clark Street; the alley next north of West Oak Street; North Dearborn Street; West Oak Street; and North Clark Street;

Long John Silver's, Inc. -- to classify as a B4-1 Restricted Service District instead of an R1 Single-Family Residence District the area shown on Map No. 28-H bounded by

an east-west line 300 feet north of and parallel to West 119th Street; a north-south line 200 feet east of and parallel to South Western Avenue; an east-west line 250 feet north of and parallel to West 119th Street; and South Western Avenue;

McCormick Theological Seminary -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 14-D bounded by

a line 255 feet south of and parallel to East 55th Street; South Woodlawn Avenue; a line 317.80 feet south of and parallel to East 55th Street; and a line 218.12 feet West of and parallel to South Woodlawn Avenue;

McDonald's Corporation -- to classify as a B5-2 General Service District instead of a B3-2 General Retail District the area shown on Map No. 22-B bounded by

an east-west line 139 feet south of and parallel to East 92nd Street; the public alley next east of and parallel to South Commercial Avenue; an east-west line 264 feet south of and parallel to East 92nd Street; and South Commercial Avenue;

McDonald's Corporation -- to classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 6-I bounded by

an east-west line 24 feet south of and parallel to West 26th Street; the public alley next east of and parallel to South Kedzie Avenue; an east-west line 72 feet south of and parallel to West 26th Street; and South Kedzie Avenue;

Prairie Development, Ltd. -- to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

the alley next north of the parallel to West Belden Avenue; the alley next east of and parallel to North Wayne Avenue; West Belden Avenue; and North Wayne Avenue;

St. Lucas Association -- to classify as a Business Planned Development instead of an R2 Single-Family Residence District the area shown on Map No. 13-K bounded by

a line 530.01 feet north of and parallel to West Foster Avenue; North Pulaski Road; West Foster Avenue; a line 630.02 feet west of and parallel to North Pulaski Road; and a line drawn between a point which is 390.01 feet north of West Foster Avenue and 630.02 feet west of North Pulaski Road and a point which is 530.01 feet north of West Foster Avenue and 485.02 feet west of North Pulaski Road;

South East Corner Associates -- to classify as a Central Area Parking Planned Development instead of a B6-7 Restricted Central Business District the area shown on Map No. 1-E bounded by

East Washington Street; North Holden Court; a line 100 feet south of East Washington Street; and North State Street;

White Castle System, Inc., -- to classify as a B5-1 General Service District instead of a B2-2 Restricted Retail District the area shown on Map No. 18-G bounded by

the alley next north of and parallel to West 79th Street; South Loomis Boulevard; West 79th Street; and a line 100 feet west of and parallel to South Loomis Boulevard,

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Ins. Co. (11) Edward Pollock, Geneva McCoy, James McKenzie, Russell E. Anderson, Francis A. Diaz, Henry Lee, Thomas Williams, Peter Suknovich, Hymen Polonsky, Josephine Algeo and Judith Greenfield, American Country Ins. Co. and Jawed A. Khan, AMSCA Ins. and Patricia Wonderlick, Andrade Evaristo, Ashton Ruby;

Barasch Philip J. and Son, Barrionuevo Arturo, Baskin Pearline, Benning Phileugene R., Benson Belinda, Berger Harold H., Burch Yvonne, Butera Joe;

Carazzo Anthony (2), Chattaway Lynda L., Connelly Roger G. Jr., Crenshaw Jacquelynn R.;

Driscoll Virginia M., Dyas Steven D.;

Ecker M. & Co. (Earl Broms), Economy Fire & Cas. Co. and Tony Tombetta, Evans James A.;

Farmers Ins. Group and Jacquelyn Peres, Fleming Debbie A.;

Garza Elizabeth, Gordon E.;

Halik Jacqueline, Hall Becky R., Hannigan John P., Harris Angela M., Harvey Tommie, Herlihy Mid-Continent Co., Herter John L., Home Ins. Co. and Peggy Frances;

Ideal Beauty and Cosmetic Supply;

Jackson Elayne M., Jones Elizabeth;

Kenwood Oakland Com. Organ., Koleno Todd S., Kronen Eve M., Kraft Robert A.;

Lakin Aaron, Long Paul A., Lynch Elizabeth W.;

McGree Dorothy;

Morales Robert;

Nasu National Co., Inc., Nowaczyk Michael A.;

Oder Alden W., Ortiz Elias;

Parkside Island Inc. Patel Indra, Peoples Gas Light and Coke Company (3), Peratsakis Dean, Preissler Carl F.;

Ramos Ivan and Carmen, Recovery Services Intl. and Julius Klein, , Reynolds Shirley A., Riff Paul, Rodriquez Jose, Rosales Caritina, Ryan Russell R.;

Sherman Hyman J., Sintic John A., Somerville Barbara E., Stanton M.L., State Farm Ins. Co. (5) Adams Harold, Negrete Santa, Nyman Eileen M., O'Connell Edward and Catherine C. Kozlorowski;

Tripp Edward;

USF & G Ins. Co. and Arnetta West;

Vaughn Adolphe, Vickas Alex;

White LaRonda M., Weiss David A., Wright James H.;

Zurich American Ins. and Felician Sisters Convent.

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

Also, reports from the Corporation Council (filed in the Office of the City Clerk on May 2, 1986), addressed to the City Council (signed by Jennifer Duncan-Brice, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended March 1986, which were *Referred to the Committee on Finance*.

Referred -- PROPOSED ORDINANCES RECOMMENDED BY
BOARD OF LOCAL IMPROVEMENTS FOR
ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under the date of May 5, 1986, signed by Morgan Connolly, Acting Superintendent, Board of Local Improvements; Department of Public Works, which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Streets and Alleys*:

"As provided in the Local Improvement Act, the Board has held public hearings on said improvement with reference to the extent, nature, kind, character and estimated cost of said improvement thereof and recommends passage of said ordinances.

- Ward 7 -- Grading, paving and improving the alleys between E. 80th Street, E. 81st Street, S. Saginaw Avenue and S. Colfax Avenue, etc.;
- Ward 8 -- Grading, paving and improving the alley between E. 85th Street, E. 86th Street, S. Euclid Avenue and S. Bennett Avenue, etc.;
- Ward 8 -- Grading, paving and improving the alleys between E. 87th Street, E. 87th Place, S. Kimbark Avenue and N.Y.C. & St. L. R. R., etc.;
- Ward 8 -- Grading, paving and improving the alley between E. 91st Street, E. 92nd Street, S. Stony Island Avenue and S. Harper Avenue etc.;
- Ward 8 -- Grading, paving and improving the alley between E. 98th Street, E. 99th Street, S. Dobson Avenue and S. Ellis Avenue;
- Ward 8 -- Grading, paving and improving the alley between E. 98th Street, E. 99th Street, S. Ingleside Avenue and S. Drexel Avenue, etc.;
- Ward 9 -- Grading, paving and improving the alley between E. 103rd Street, E. 104th Street, S. Calumet Avenue and S. Forest Avenue, etc.;
- Ward 9 -- Grading, paving and improving the alleys between E. 103rd Place, E. 104th Street, S. Dauphin Avenue and S. Rhodes Avenue, etc.;
- Ward 9 -- Grading, paving and improving the alleys between E. 104th Street, E. 104th Place, S. Corliss Avenue and S. Cottage Grove Avenue, etc.;
- Ward 9 -- Grading, paving and improving the alley between E. 104th Street, E. 105th Street, S. Forest Avenue and S. Prairie Avenue, etc.;
- Ward 9 -- Grading, paving and improving the alleys between E. 106th Street, E. 107th Street, S. Dauphin Avenue and S. Rhodes Avenue, etc.;
- Ward 9 -- Grading, paving and improving the alleys between E. 106th Street, E. 107th Street, S. Rhodes Avenue and S. Eberhart Avenue, etc.;

- Ward 9 -- Grading, paving and improving the alleys between E. 107th Street and E. 108th Street, S. Forest Avenue and S. Prairie Avenue;
- Ward 9 -- Grading, paving and improving the alley between W. 120th Street, W. 121st Street, S. Lafayette Avenue and S. Perry Avenue, etc.;
- Ward 10 -- Grading, paving and improving the alley between E. 102nd Street, E. 103rd Street, S. Bensley Avenue and S. Yates Avenue;
- Ward 12 -- Grading, paving and improving the alley between W. 40th Street, W. 40th Place, S. Albany Avenue and S. Kedzie Avenue;
- Ward 14 -- Grading, paving and improving the alley between W. 65th Place, W. 66th Street, S. Spaulding Avenue and S. Homan Avenue, etc.;
- Ward 21 -- Grading, paving and improving the alleys between W. 95th Street, W. 97th Street, S. Bishop Street and S. Winston Avenue, etc.;
- Ward 21 -- Grading, paving and improving the alleys between W. 99th Street, W. 100th Street, S. Carpenter Street and S. Aberdeen Street;
- Ward 21 -- Grading, paving and improving the alley between W. 100th Street, W. 101st Street, S. Green Street and S. Peoria Street;
- Ward 21 -- Grading, paving and improving the alleys between W. 102nd Street, W. 103rd Street, S. May Street and S. Racine Avenue, etc.;
- Ward 21 -- Grading, paving and improving the alleys between W. 102nd Street, W. 103rd Street, S. Carpenter Street and S. Aberdeen Street;
- Ward 21 -- Grading, paving and improving the alleys between W. 102nd Place, W. 103rd Place, S. Princeton Avenue and Chicago & Western Indiana Railroad;
- Ward 23 -- Grading, paving and improving the alleys between W. 54th Street, S. Archer Avenue, S. Merrimac Avenue and S. Mobile Avenue, etc.;
- Ward 34 -- Grading, paving and improving the alleys between W. 106th Street, W. 107th Street, S. Normal Avenue and S. Parnell Avenue;
- Ward 34 -- Grading, paving and improving the alleys between W. 109th Street, W. 109th Place, S. Perry Avenue and S. Wentworth Avenue, etc.;
- Ward 34 -- Grading, paving and improving the alleys between W. 113th Street, W. 114th Street, S. Wentworth Avenue and S. Yale Avenue, etc.;
- Ward 36 -- Grading, paving and improving the alleys between W. School Street, W. Belmont Avenue, N. Pittsburgh Avenue and N. Plainfield Avenue;

- Ward 41 -- Grading, paving and improving the alleys between W. Birchwood Avenue, W. Jarvis Avenue, N. Ottawa Avenue and N. Overhill Avenue;
- Ward 41 -- Grading, paving and improving the alleys between W. Higgins Avenue, W. Berwyn Avenue, N. Normandy Avenue and N. Rutherford Avenue;
- Ward 45 -- Grading, paving and improving the alleys between W. Berwyn Avenue, W. Farragut Avenue, N. Nordica Avenue and N. Mont Clare Avenue;
- Ward 48 -- Grading, paving and improving the alleys between W. Argyle Street, St. Bonifacius Cemetery, east line of north-south alley and N. Glenwood Avenue, etc."

Referred -- PROPOSED ORDINANCES RECOMMENDED BY
BOARD OF LOCAL IMPROVEMENTS FOR *REPEAL*
OF CERTAIN IMPROVEMENT ORDINANCES.

The City Clerk transmitted two communications from Morgan Connolly, Acting Superintendent, Board of Local Improvements, Department of Public Works under date of May 5, 1986, transmitting proposed ordinances to *repeal* ordinances passed on the dates noted, which were *Referred to the Committee on Streets and Alleys*:

- "Ward 23 -- Grading, paving and otherwise improving the roadways of the alleys between S. Archer Avenue, W. 51st Street, S. Pulaski Road and S. Komensky Avenue (passed October 9, 1985);
- Ward 41 -- Grading, paving and otherwise improving the roadways of the alleys between W. Berwyn Avenue, W. Farragut Avenue, N. Newland Avenue and N. Nordica Avenue (passed October 9, 1985)."

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

Alderman Majerczyk and Alderman Madrzyk moved to defer and publish the following item. In the Unfinished Business portion of the Council meeting, Alderman Madrzyk then requested and received leave of the Council to withdraw his previous motion and the said ordinance was considered with subsequent Council Action as noted.

AUTHORITY GRANTED FOR APPLICATION OF URBAN DEVELOPMENT
ACTION GRANT TO SHERIDAN ROAD LIFECARE COMMUNITY
USE DEVELOPMENT FOR PROJECT LOCATED AT
5333 NORTH SHERIDAN ROAD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing the application of an Urban Development Action Grant for the construction of the Sheridan Road Lifecare Community Mixed Use Development, for a project located at 5333 North Sheridan Road in the amount of \$2,300,000.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In order to develop viable urban communities, the Housing and Community Development Act of 1974, as amended, provides that Urban Development Action Grants are available to cities to help fund development projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, The Sheridan Road Lifestyle Partnership, an Illinois limited partnership, has proposed to acquire and construct a 33 story mixed-use building located at 5333 North Sheridan Road, Chicago, Illinois into approximately 476 elderly residential rental units; and

WHEREAS, The proposed project is expected to create 350 construction and 133 new, permanent jobs; and

WHEREAS, The City of Chicago, through its Department of Housing desires to apply for an Urban Development Action Grant in the amount of \$2,300,000, to be used along with private funds in the amount of \$44,437,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the United States Department of Housing and Urban Development on behalf of the City of Chicago, an application for an Urban Development Action Grant in the amount of \$2,300,000 for partial funding of the 5333 North Sheridan Road Project.

SECTION 2. The Mayor or the Commissioner of the Department of Housing is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the United States Department of Housing and Urban Development.

SECTION 3. In the event the application is approved, the Mayor or the Commissioner of the Department of Housing is hereby authorized to enter into and execute on behalf of the City of Chicago, an Urban Development Action Grant Agreement with the Department of Housing and Urban Development and any amendments thereto, for the partial funding of the 5333 North Sheridan Road Project.

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

**"FIGHT LEUKEMIA MONTH" IS PROCLAIMED
FOR OCTOBER, 1986.**

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

WHEREAS, The Mayor and the City Council have traditionally recognized the month of October as "Fight Leukemia Month"; and

WHEREAS, During the month of October, the Leukemia Research Foundation conducts a door-to-door solicitation to obtain charitable donations to fund the ongoing efforts of the foundation to combat the dreaded disease of leukemia; and

WHEREAS, The City Council of the City of Chicago deems the solicitation effort by the Leukemia Research Foundation a very worthwhile cause; now, therefore,

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

That the month of October, 1986, is hereby designated "Fight Leukemia Month" and that all people are urged to assist the worthy cause of fighting leukemia by donating to the Leukemia Research Foundation's door-to-door solicitation in the City of Chicago.

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

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

Nays -- None.

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

AUTHORITY GRANTED FOR AMENDMENT TO EXPENDITURE OF
MOTOR FUEL TAX FUNDS FOR CONSTRUCTION AND
ENGINEERING FOR NEW STREET
CONSTRUCTION.

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 ordinance passed by the City Council April 25, 1985, and appearing on pages 15907 and 15908 of the Journal of Proceedings of the City Council of that date, providing for expenditure of Motor Fuel Tax funds for construction and engineering authorized for new street construction, 79-05036- 00-PV, be and the same is hereby amended by deleting therefrom the following line:

S. Leamington Avenue -- W. 45th Street to W. 44th Street.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

Nays -- None.

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

TRANSFER OF FUNDS AUTHORIZED AND DIRECTED IN THE
COMMITTEE ON CULTURAL DEVELOPMENT AND
HISTORICAL LANDMARK PRESERVATION.

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

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

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

FROM:

Account	Number	Amount
Personnel	100-1234-000	\$8,700

TO:

Account	Number	Amount
Contractual Services	100-1234-100	\$4,350
Commodities	100-1234-300	4,350

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for contractual agreements and computer software purchases.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED FOR EXECUTION OF LOAN AGREEMENT
WITH SOUTH CHICAGO SAVINGS BANK FOR SPECIAL
SERVICE AREA NUMBER FIVE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Loan Agreement with South Chicago Savings Bank for Special Service Area Number Five in the amount of \$1,048,225.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a body politic and corporate under the laws of the State of Illinois and a home rule unit under Article VII of the Illinois Constitution of 1970; and

WHEREAS, Pursuant to the provisions of Section 6 (L) of Article VII of the Illinois Constitution of 1970 and Chapter 120, paragraph 1301 et seq. of Illinois Revised Statutes entitled "An Act to provide the manner of levying or imposing taxes for the provision of special service areas within the boundaries of home rule units and non-home rule municipalities and counties," the City of Chicago is authorized to create special service areas within the City; and

WHEREAS, On October 31, 1983, a Special Service Area to be known and designated as "City of Chicago Special Service Area No. 5" was established; and

WHEREAS, The boundaries of Special Service Area No. 5 consist of the area fronting wholly or in part on South Commercial Avenue, from 87th Street to South Chicago Avenue; on East 91st Street from South Exchange Avenue to South Houston Avenue; and on East 92nd Street from South Exchange Avenue to South Houston Avenue; and

WHEREAS, It is deemed to be necessary, essential and for the best interests of the inhabitants of the City of Chicago and necessary for the welfare of the government and affairs of the City of Chicago to enter into a loan agreement with South Chicago Savings Bank in the amount of \$1,048,225 for the purpose of providing funds for repairing vaulted sidewalks in said special service area, including curbing, lighting and landscaping, the provision of maintenance services to the public way, including snow removal and sidewalk sweeping, and may include recruitment of new business to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities, and other technical assistance activities to promote local economic development; now, therefore,

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

SECTION 1. The City Council hereby finds all the recitals contained in the preambles to the ordinance are true and correct and does hereby incorporate them into this ordinance by this reference.

SECTION 2. The Mayor and City Comptroller are hereby authorized to execute and the City Clerk or Deputy City Clerk is hereby authorized to attest a loan agreement with South Chicago Savings Bank in substantially the following form:

Loan Agreement dated as of June 15, 1985 by and between the City of Chicago, Illinois (hereinafter sometimes referred as the "Borrower"), and South Chicago Savings Bank ("Lender").

Witnesseth:

In consideration of Lender advancing funds pursuant to the terms of the present Agreement and the mutual promises of the parties hereto, Its Hereby Agreed:

Article I.

Definitions.

"Agreement" means this Agreement and any amendments and supplements hereto.

"Borrower" means the City of Chicago.

"Authorized Borrower Representative" means the Authorized Borrower Representative who, at the time, shall have been designated as such pursuant to the provisions of Section 3.6 hereof.

"City of Chicago Special Service Area No. 5" means the Special Service Area created and described in the Ordinance adopted by the governing body of Borrower on October 31, 1983 shown on Exhibit "A" attached hereto and commonly known as the area bounded by the alley line east of Commercial Avenue to the alley line west of Commercial Avenue from 87th Street to 93rd Street and the alley line north of 91st Street to the alley line south of 91st Street from Exchange Avenue on the west to Houston Avenue on the east and the alley line north of 92nd Street to the alley line south of 92nd Street from Exchange Avenue on the west to Houston Avenue on the east.

"Commission" means the Commercial Avenue Commission established in connection with City of Chicago Special Service Area No. 5 pursuant to the Ordinance adopted by the governing body of Borrower on October 31, 1983.

"Governing Body" means City Council of the Borrower or the successor to the powers of said Body.

"Lender" means South Chicago Savings Bank.

"Lender's Counsel" means Schwartz & Freeman or any other attorney or attorneys designated by Lender.

"Loan" means the loan described in Section 3.1 of the present Agreement.

"Note" means the Promissory Note of Borrower issued pursuant to Section 4.1 of the present Agreement.

"Ordinance" means the Ordinance adopted by the governing body of Borrower on October 31, 1983 and amended on September 18, 1984 pursuant to the provisions of Article VII, Section 6(1) (2) and 7(6) of the Constitution of the State of Illinois and pursuant to Illinois Revised Statutes, Chapter 120, Section 1301, et seq.

"Project" means vaulted sidewalk reconstruction to include landscaping and lighting within the City of Chicago Special Service Area No. 5.

"Special Account" means the special account created with Lender pursuant to Section 3.2 of this Agreement which will be used for disbursement of the Loan and also for the receipt of the taxes levied on the property contained in City of Chicago Special Service Area No. 5 and out of which funds will be disbursed to Lender to repay the Loan.

"Taxes" means the annual special service tax imposed on the property within the City of Chicago Special Service Area No. 5 in accordance with the Ordinance.

Article II.

Representations.

Section 2.1 Representations of the Borrower. The Borrower makes the following representations as the basis for the undertakings on its part herein contained:

- (a) The Borrower is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois having a population of more than 25,000, and is a home rule unit under Section 6 (a) of Article VII of the 1970 Constitution of the State of Illinois. Under the provisions of the Ordinance, the Borrower has the power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder, and by proper action of its Governing Body has been duly authorized to execute and deliver this Agreement.
- (b) The Borrower enters into this Agreement for the purposes set forth in the Ordinance, to-wit: to provide for the financing of the Project within the City of Chicago Special Service Area No. 5.
- (c) The issuance of the Note and the execution of this Agreement have been duly approved by the Governing Body of the Borrower pursuant to the Ordinance.
- (d) The Commission has been duly formed in accordance with the terms of the Ordinance.

Article III.

Financing of Project.

Section 3.1 The Loan. The Lender shall make a loan to the Borrower in the original maximum principal amount of One Million Forty-eight Thousand Two Hundred Twenty-five and no/100 Dollars (\$1,048,225.00) (the "Loan"), which Loan shall be advanced in the manner hereinafter provided and which Loan shall be evidenced by the Borrower's Promissory Note (the "Note") payable to the order of the Lender in the form attached hereto as Exhibit "B". Interest, at the Interest Rate, shall begin to accrue on the Note from the date Lender deposits requisitioned funds into the Special Account as provided in Section 3.3 hereof. The Note is more fully described in Article IV of this Agreement.

Section 3.2 Special Account. There shall be contemporaneously with the execution of the present Agreement, established with Lender by the Treasurer of the City of Chicago a Special Account to be used only for disbursement of loan funds, receipt of taxes collected, and payments of principal and interest on the Loan. So long as any principal or interest remains to be paid in connection with the Loan, said Special Account shall not be transferred by Borrower.

Section 3.3 Advancement of Loan Funds. Upon receipt of a requisition signed by the Authorized Borrower's Representative, Lender shall deposit into the Special Account the amount of said requisition provided the requisition states:

- (a) The amount of the requisition.
- (b) The requisition number.
- (c) That all of the funds being requisitioned are being used for costs incurred in connection with the Project.
- (d) That in his reasonable judgment and based on good faith estimates, the cost of completing the Project, less the sum of One Million Seven Hundred Thirty Thousand and no/100 Dollars (\$1,730,000.00) which Borrower has agreed to advance from its own funds, will not exceed the amount of funds disbursed and remaining to be disbursed under the loan.

All moneys (including moneys earned pursuant to the provisions of Section 3.8 hereof) remaining in the Special Account, either before or after certification of the Completion Date and after payment of the Costs of Construction then due and payable, shall only be applied to the principal and interest payments on the Note as same become due.

All moneys in the Special Account at the time an Event of Default occurs, shall be applied, immediately first, to accrued interest on the Note and the balance to payment of principal thereon.

Section 3.4 Withdrawals from Special Account by Borrower. Upon receipt of a requisition signed by the Authorized Borrower's Representative, Lender shall make disbursement from the Special Account provided said requisition states:

- (a) The amount of the requisition.
- (b) The requisition number.
- (c) The party to whom said funds are to be paid.
- (d) That all of the funds being requisitioned are being used for costs incurred in connection with the Project.
- (e) That contemporaneously with the requisition made under this Section, Borrower has also paid an amount equal to twice the amount provided for in the requisition from its own funds for costs of the Project.

Section 3.5 Establishment of Completion Date. The Completion Date shall be evidenced to the Lender by a certificate signed by the Authorized Borrower Representative stating that, except for amounts retained in the Special Account for Project costs not then due and payable, equipping and installation of the Project has been completed to the satisfaction of the Borrower in accordance with the plans and specifications therefor and all labor, services, materials and supplies used in such construction have been paid for and the Project as so installed is suitable and sufficient for the efficient operation of the Project for its intended purpose.

Notwithstanding the foregoing, such certification may state that it is given without prejudice to any rights against third parties which exists at the date of such certificate or which may subsequently come into being.

Section 3.6 Final Date for Disbursement of Funds. Provided Borrower is in compliance with all the terms of this Agreement, Lender shall make advances of funds into the Special Account as requested by Borrower. However, it is expressly agreed that Lender shall have no obligation to make any further advances following July 1, 1987 and Lenders obligations to make advances in connection with the Loan shall terminate as of said date.

Section 3.7 Authorized Borrower Representative. Prior to the initial request for disbursement under the Agreement, the Borrower by the City of Chicago Comptroller shall appoint an Authorized Borrower Representative for the purpose of taking all actions and making all certificates required to be taken and made by the Authorized Borrower Representative under the provisions of this Agreement. In the event said Authorized Borrower Representative, or any successor appointed pursuant to the provisions of this Section, should resign, become unavailable or unable to take any action or make any certificate provided for in this Agreement, another Authorized Borrower Representative or alternate Authorized Borrower Representative shall thereupon be appointed by the City of Chicago Comptroller.

Whenever under the provisions of this Agreement the approval of the Borrower is required or the Lender is required to take some action at the request of the Borrower, such approval or such request shall be made by the Authorized Borrower Representative unless otherwise specified in this Agreement and the Lender shall be authorized to act on any such approval or request and the Borrower shall have no complaint against the Lender as a result of any such action taken.

Section 3.8 Borrower Required To Pay All Costs In Excess Of The Loan In Order To Complete The Project. Notwithstanding anything else in this Agreement to the contrary to the extent that the cost of completing the Project exceeds the amount of the Loan to be made by Lender without adding thereto either any sums representing taxes deposited into the Special Account pursuant to Article V hereof or any interest or profit realized in connection with the investments described in Section 3.9 hereof, Borrower shall be obligated to pay from its own funds an amount sufficient to pay in full all costs for the Project.

Section 3.9 Investment of Funds in Special Account Permitted. Any moneys as a part of the Special Account shall, at the written request of the Borrower, be invested or reinvested by the Lender, to the extent permitted by law, in the following:

- (a) Any bonds or other obligation which as to principal and interest constitute direct obligations of or are unconditionally guaranteed by the United States of America or any instrumentality thereof.
- (b) Obligations of the Federal National Mortgage Association.
- (c) Obligations of the Federal Intermediate Credit Banks.
- (d) Obligations of the Federal Banks for Cooperatives.
- (e) Obligations of Federal Home Land Banks.
- (f) Obligations of Federal Home Loan Banks.
- (g) Obligations of the Federal Financing Bank.
- (h) Time Certificates of Deposit of banks organized under the laws of any state of the United States and national banks.
- (i) Any other investments to the extent then permitted by Illinois law.

The foregoing investments may be purchased from or be obligations of, the Lender. As and when any amounts thus invested may be needed for disbursement, the Lender may cause a sufficient amount of such investments to be sold or otherwise reduced to cash for the credit of such funds without regard to loss on such liquidation. For the purposes of this Section, any interest bearing accounts, including Certificates of Deposit issued by or on deposit with the Lender, shall be deemed to be investments and not deposits.

The investments so purchased shall be held by the Lender and shall be deemed at all times to be a part of the Special Account, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such account. The proceeds of the sale or redemption of such investments shall be used by the Lender solely and only for repayment of the Loan and shall not be available for use in connection with the costs to be expended for the Project.

Article IV.

The Note.

Section 4.1 Maturity and Interest Rate. The Note shall be substantially in the form attached as Exhibit "B" hereto; shall be dated the date of delivery; and shall be payable as follows:

- (a) Monthly payments of interest only on the then principal balance of the Note at an annual interest rate of eight percent (8%) per annum (the "Interest Rate") commencing on the first day of the month subsequent to the initial advancement of Loan Funds and continuing on the first day of each subsequent calendar month to and including the first day of June, 1987, thereafter;
- (b) On July 1, 1987 a principal payment of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00) together with accrued interest at the Interest Rate and thereafter;
- (c) On October 1, 1987 and on the first day of January, April, July and October of each subsequent year a principal payment of Twenty-seven Thousand Nine Hundred Twenty-nine and no/100 Dollars (\$27,929.00) together with payments of accrued interest at the Interest Rate on the then outstanding principal balance of this Note; and
- (d) A final payment of Twenty-seven Thousand Nine Hundred Twenty-nine and no/100 Dollars (\$27,929.00) together with accrued interest at the Interest Rate on the first day of October, 1993.

Both principal and interest on the Note shall be payable in immediately available funds at the principal office of Lender in Chicago, Illinois.

Section 4.2 Credits Against Payment of Note. Any moneys which are in the Special Account on any date fixed for the payment of principal or interest on the Note shall be credited to the Borrower's payment due then and thereafter until the entire sum remaining in the Special Account is so credited, and the Borrower shall be relieved of the obligation to make payments on the Note to the extent of the amounts so credited.

Article V.

Collection of Taxes.

Section 5.1 Borrower Agreements. Pursuant to and in accordance with the Ordinance, Borrower agrees that until the Note and all interest due thereon has been paid in full, it will take all necessary action to:

- (a) Continue the existence of the Commission and City of Chicago Special Service Area No. 5.

- (b) Levy a tax upon the property in City of Chicago Special Service Area No. 5 in an amount not to exceed three (3%) percent of the equalized assessed value of the property. Said tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939 as amended from time to time. Said tax shall not be levied on any properties that are otherwise exempt from property taxes.
- (c) Provide that the taxes levied pursuant to Section 5.1(b) hereof are paid to the Commission.
- (d) Insure that the taxes collected as described herein shall be used for no purpose other than repayment of the Loan and accrued interest thereon.
- (e) Direct the Commission to complete and fulfill all duties imposed on the Commission pursuant to the Ordinance, including the establishment of a yearly budget and necessary By-Laws pursuant to the Ordinance.
- (f) Cause the Commission to Yearly advise Borrower regarding the annual taxes to be levied on property within the City of Chicago Special Service Area No. 5.
- (g) Deliver or make the necessary arrangements to have delivered to the Special Account maintained at Lender all taxes collected pursuant to this Article.
- (h) Deliver copies of all documents to be prepared by the Commission pursuant to Subsections (e) and (f) hereof to Lender.

Section 5.2 Taxes Insufficient to Pay Principal and Interest on Loan. In the event that taxes collected pursuant to this Article and deposited in the Special Account, together with any income earned on the amount in the Special Account pursuant to Section 3.7 hereof are insufficient at any time to pay the then due amount of principal and interest under the Note, it is agreed that said Note shall not be considered in default, however:

- (a) Any amount of principal or interest not so paid shall be accrued and paid, together with the next scheduled payment of principal and interest under the Note.
- (b) Borrower's obligations to pay all principal and interest due under the Note and to fulfill all of its obligations under the present Agreement shall continue until Lender has been paid in full all amounts due and owing to it.

Article VI.

Conditions To Lender's Obligations Under The Agreement.

Section 6.1 Additional Loan Documents. Prior to Lender incurring any obligation to advance any funds as described in the Present Agreement there shall be delivered to Lender contemporaneously with the execution of the Agreement the following documents in a form and content acceptable to Lender and its counsel:

- (a) An opinion of Borrower's counsel stating that all requisite action on behalf of Borrower has been taken in connection with the Agreement and the Loan evidenced hereby and that the terms of this Agreement and the Note have been properly executed and delivered and are enforceable in accordance with their terms.
- (b) Certificate executed by the Mayor, Comptroller and City Clerk regarding organization of the Borrower, adoption of the Ordinance, execution of this Agreement and Note non-litigation, incumbency and signature identification, closing representations and related matters.
- (c) If required by Lender, a favorable opinion of tax counsel selected by Lender as to the tax-exempt status of the interest to be paid Lender on the Loan.

Article VII.

Additional Covenants of Borrower and Commission.

Section 7.1 Enforceability. If at any time any suit proceeding or other action is brought by any party challenging the validity and/or enforceability of any action taken by or obligation placed on Borrower and/or the Commission in connection with the Ordinance, this Agreement or the Note, Borrower and the Commission agree that they will:

- (a) Notify Lender immediately of the filing or bringing of any such suit, proceedings or action and if said actions and/or obligations are determined to be invalid and/or enforceable they will;
- (b) Take any actions necessary, consistent with the requirements of the Ordinance, to remedy any invalid or enforceable action taken on their part so that Lender shall thereafter be entitled to receive the full repayment of the Loan together with interest due thereon;
- (c) Indemnify and hold harmless the Lender from any loss or damage, as a result of the non-payment of principal and interest on the Loan which occurs because of a successful action or suit challenging the creation of City of Chicago Special Service Area No. 5, on the ground that Borrower did not comply with the applicable Illinois statutory requirements relating to the form and content of the notices given and published relating to the creation of said City of Chicago Special Service Area No. 5.

Section 7.2 Non-payment of Loan at End of Term. In the event at the end of the term of the Agreement and Note, insufficient funds have been received by Lender from the taxes to be levied on City of Chicago Special Service Area No. 5 in order to repay Lender the full amount of the principal and interest on the Loan, Borrower and the Commission agree to attempt in good faith to have the tax levied on City of Chicago Special Service Area No. 5 extended beyond its initial ten (10) year term so that Lender may be paid back any remaining principal and accrued and accruing interest on the Loan within the shortest feasible time thereafter.

Section 7.3 Disclaimer. Notwithstanding the language contained in Section 7.1 hereof Lender acknowledges that Borrower and the Commission, except for the indemnification and hold-harmless provisions of Section 7.1(c), shall only be obligated to take such actions as are consistent with the then existing laws of the State of Illinois and Municipal Code of Chicago binding on Borrower and the Commission. Neither Borrower nor the Commission shall be obligated in any manner to Lender, except for the indemnification and hold-harmless provisions of Section 7.1(c), in the event they, after taking the aforescribed actions are unable to have the taxes extended as set forth in Section 7.2 hereof.

Article VIII.

Default Provisions.

Section 8.1 Defaults, Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the Borrower or the Commission as set forth in this Agreement except as limited pursuant to Section 5.2 hereof.

Section 8.2 Remedies. Upon the occurrence of an Event of Default, the Lender may;

- (a) Pursue any available remedy by suit at law or in equity to insure or realize the payment of the principal of and interest on the Note then outstanding.
- (b) Refuse to deposit any further funds into the Special Account and/or allow any further disbursement from the Special Account.
- (c) Apply all monies in the Special Account to payment of the full principal balance of the Note, together with accrued interest thereon.

Section 8.3 Non-Exclusiveness of Remedies. No remedy herein conferred upon or reserved to the Lender is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power occurring upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved or available to it, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 8.4 Limitation on Waivers. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive the same, any other or further breach thereunder on a future occasion.

Article IX.

Miscellaneous.

Section 9.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows: If to the Lender at 9200 South Commercial Avenue, Chicago, Illinois 60617; if to the Borrower at City of Chicago, Department of Law, Corporation Counsel, City Hall, Room 511, 121 N. LaSalle Street, Chicago, Illinois. The Lender and the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender, the Borrower and the Commission and their respective successors and assigns.

Section 9.3 Severability and Governing Law. In the event any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof. This Agreement shall be governed exclusively by the applicable laws of the State of Illinois.

Section 9.4 Termination. Upon full payment of all principal and interest on the Note:

- (a) This Agreement shall terminate and neither the Lender, the Borrower nor the Commission shall thereafter have any rights hereunder.
- (b) The Lender shall cause the Note to be cancelled and delivered to the Borrower.
- (c) Any moneys remaining in the Special Account after payment of the fees, charges and expenses of the Lender in accordance with this Agreement shall belong to the Borrower and shall be paid to the Borrower by the Lender.

Section 9.5 Amendments, Changes and Modifications, except as otherwise provided in this Agreement, this Agreement and the Note may not be effectively amended, changed, modified, altered or terminated without the written consent of the Lender.

Section 9.6 Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.7 Limited Liability of Borrower. The Lender expressly agrees that the Loan will not be a general obligation of the Borrower, the State of Illinois or any political subdivision thereof, but will be a special, limited obligation of the Borrower as the principal of and interest on the Loan will be payable solely from the Special Tax on Special Service Area Number Five as collected and as provided in Article V hereof. The Lender further expressly agrees that, except as provided in this Agreement, neither the credit nor the taxing power of the Borrower, the State of Illinois or of any political subdivision thereof will be pledged for the principal or interest on the Loan and that the holder of the Loan will not have the right to compel any exercise of the taxing power of the Borrower, the State of Illinois or any subdivision thereof to pay principal or interest on the Loan.

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

[Signature forms omitted for printing purposes]

SECTION 3. This ordinance shall be effective upon its passage and publication.

AUTHORITY GRANTED FOR ISSUANCE OF INDUSTRIAL
REVENUE BONDS FOR PROJECT BY NEWLY
WEDS FOODS, INCORPORATED.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of industrial revenue bonds for the financing of a project by Newly Weds Foods, Inc., to be located at 2501 North Keeler Avenue, in the amount of \$5,500,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The Department of Economic Development of the Issuer has previously entered into a Memorandum of Agreement dated as of January 15 1986, with Newly Weds Foods, Inc., a Delaware corporation (the "Company"), whereby the Company agreed to acquire three buildings containing approximately 160,000 square feet and the site thereof containing approximately 6.5 acres, renovate the buildings and acquire and install machinery and equipment therein, all to be located at 2501 North Keeler Avenue, Chicago, Illinois (the "Project") and to be owned and used by Company as a food processing facility; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on January 16, 1986; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been entered into by the Company for the acquisition, construction and equipping of the Project, and it is proposed that the Issuer shall enter into a Loan Agreement dated as of April 1, 1986 (the "Agreement") with the Company, pursuant to which the Issuer shall lend to the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition, construction and equipping, and the Issuer is willing to issue its revenue bonds to finance the Project upon terms which will be sufficient to pay a portion of the cost of the acquisition, construction and equipping of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of said revenue bonds, will be not less than \$5,500,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "City of Chicago, Cook County, Illinois, Industrial Development Revenue Bonds (Newly Weds Foods, Inc. Project)" in an aggregate principal amount of \$5,500,000 upon a negotiated basis to Mellon Bank, N.A., Pittsburgh, Pennsylvania; and

WHEREAS, Pursuant to the provisions of Section 103(k) of the Internal Revenue Code of 1954, as amended (the "Code") and corollary provisions of H. R. 3838 adopted by the United States House of Representatives on December 17, 1985 (the "Tax Bill"), a public hearing on the proposed plan of financing of the Project through the issuance of said revenue bonds was held by the Commissioner of Economic Development of the City of Chicago, or his designee, prior to the adoption of this ordinance; now, therefore,

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

Definitions:

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

"Agreement" means the Loan Agreement dated as of April 1, 1986, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Bond" or "Bonds" means one or more of the Industrial Development Revenue Bonds (Newly Wed Foods, Inc. Project) of the Issuer, issued in the aggregate principal amount of \$5,500,000, pursuant to the Indenture and this Ordinance.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of April 1, 1986, by and among the Issuer, the Company and the Purchaser, as from time to time supplemented and amended.

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

"Company" means Newly Weds Foods, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and any successor person thereto permitted by the Agreement.

"Indenture" means the Indenture of Trust dated as of April 1, 1986, from the Issuer to the Trustee, as from time to time supplemented and amended.

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

"Mortgage" means the Mortgage and Security Agreement dated as of April 1, 1986, from the Company to the Trustee, as from time to time supplemented and amended.

"Note" means the Promissory Note of the Company delivered to the Issuer and endorsed by the Issuer to the Trustee pursuant to Section 4.2 of the Agreement in order to evidence the obligation of the Company to pay amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds.

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

"Project" means the land, the buildings, machinery, equipment and related improvements, all to be used by the Company in the City of Chicago, Illinois, as defined and described in the Agreement and the Preambles to this Ordinance.

"Purchaser" means Mellon Bank, N.A., Pittsburgh, Pennsylvania.

"Security Agreement" means the Security Agreement dated as of April 1, 1986, from the Company to the Trustee, as from time to time supplemented and amended.

"Tax Bill" means H. R. 3838 as passed by the United States House of Representatives on December 17, 1985.

"Trustee" means Mellon Bank, N.A., Pittsburgh, Pennsylvania, and its successors in trust.

Authorization and Approval of the Project.

SECTION 2. In order to promote the general welfare of the Issuer and its inhabitants, by relieving conditions of unemployment and encouraging and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the Project shall be and is hereby approved and authorized to be financed through the issuance of the Bonds as described herein. The action of the Commissioner of Economic Development of the Issuer, or his designee, in publishing notice of the public hearing with respect to the Project as required by Section 103(k) of the Code (and corollary provisions of the Tax Bill) is in all respects hereby ratified, confirmed and approved, and the holding of said public hearing by said Commissioner, or his designee, is hereby acknowledged, ratified, confirmed and approved. The estimated cost of the construction of the Project is not less than \$5,500,000, which will be provided in part by the issuance of Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. The passage and approval of this Ordinance shall constitute the "public approval" required by Section 103(k)(2)(E) of the Code (and corollary provisions of the Tax Bill). It is hereby found and declared that the financing of the Project and the use thereof by the Company as hereinbefore provided is necessary to accomplish the public purposes described in the preambles hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Note, the Mortgage, the Security Agreement and the Indenture by the parties thereto, as hereinafter described, are necessary and proper.

Authorization and Payment of Bonds.

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there are hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds (Newly Weds Foods, Inc. Project) in the aggregate principal amount of \$5,500,000. The Bonds shall be issued in the form and denominations set forth in the Indenture; shall be dated and numbered as provided in the Indenture; shall mature in the amounts and on the dates and shall bear interest at the rates per annum and shall be payable on the dates set forth in the Indenture; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; shall be subject to purchase through the Trustee upon the terms and conditions and on the dates set forth in the indenture; and shall be in such form and have the other terms and provisions set forth in the Indenture. The form of the Bonds submitted to the City Council of the Issuer, subject to appropriate insertions and revisions in order to comply with the provisions of the indenture, is hereby approved, and when the Bonds shall be executed on behalf of the Issuer in the manner contemplated by the Indenture and this ordinance in the aggregate principal amount of \$5,500,000, they shall represent the approved form of Bonds of the Issuer.

The Mayor of the Issuer is hereby authorized, empowered and directed to execute the Bonds by his manual or facsimile signature, the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the Bonds by his manual or facsimile signature and the official seal of the Issuer shall be affixed to or imprinted on the Bonds, all as provided in the Indenture, and the Mayor and the City Clerk shall cause the Bonds, as so executed and attested, to be delivered to the Trustee for authentication.

Bonds Are Special Limited Obligations.

SECTION 4. The Bonds, together with interest thereon, shall be special, limited obligations of the Issuer, payable by the Issuer solely from the revenues and receipts derived from the Agreement and the Note (except to the extent paid out of moneys attributable to the Bond proceeds or the income from the temporary investment thereof), and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from Section 4.1(b) of the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Ordinance, in the Indenture or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of the Issuer or a loan of credit thereof, within the meaning of any constitutional or statutory provisions, but shall be payable by the Issuer solely from the revenues and receipts derived from the Agreement and the Note (except as hereinbefore provided). No owner of any Bond shall have the right to compel any exercise of the taxing power of the Issuer to pay the principal of, premium, if any, or interest on the Bonds.

Agreement, Mortgage and Security Agreement.

SECTION 5. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to Section 4.1(b) of the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement and the Note (except any payment made pursuant to Sections 4.5, 5.2 and 6.3 of the Agreement), pursuant to the Indenture.

As further security for the payment of the Note and the principal of, premium, if any, and interest on the Bonds, the Company will execute and deliver the Mortgage and the Security Agreement to the Trustee.

Sale of the Bonds; Execution and Acceptance of Documents.

SECTION 6. (a) The sale of the Bonds to the Purchaser pursuant to the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed by the City Council of the Issuer.

(b) The Agreement, the Bond Purchase Agreement and the Indenture in substantially the same forms in which the same have been presented to the City Council of the Issuer are hereby approved by said City Council, and the Agreement, the Bond Purchase Agreement and the indenture in such forms are in all respects authorized, approved and confirmed by the City Council of the Issuer.

The Mayor and/or the City Comptroller of the Issuer are each hereby authorized, empowered and directed to execute the Agreement, the Bond Purchase Agreement and the Indenture for and on behalf of the Issuer, and the City Clerk of the Issuer is hereby authorized, empowered and directed to attest the same and to affix thereto or imprint thereon the official seal of the Issuer, and the Mayor, the City Comptroller and the City Clerk are hereby authorized, empowered and directed to deliver the Agreement, the Bond

Purchase Agreement and the Indenture, such Agreement, Bond Purchase Agreement and Indenture to be in substantially the same form as presented to and approved by the City Council of the Issuer, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement, Bond Purchase Agreement and Indenture presented to and approved by the City Council of the Issuer.

Appointment of Trustee.

SECTION 7. The appointment of Mellon Bank, N.A., as Trustee, paying agent and Bond Registrar under the Indenture, is hereby authorized, approved and confirmed by the City Council of the Issuer.

Allocation; Election.

SECTION 8. The adoption of this Ordinance by this City Council and the approval and execution of this ordinance by the Mayor shall be deemed to constitute (i) an allocation to the Bonds of \$5,500,000 of the Issuer's share of the private activity bond limit of the State of Illinois under Section 103(n) of the Code and (ii) an allocation to the Bonds of \$5,500,000 of the Issuer's unified volume cap under the Tax Bill.

SECTION 9. The Issuer hereby elects to have the provisions of Section 103(b)(6)(D) of the Code (and corollary provisions of the Tax Bill) apply to the Bonds. The City Comptroller is hereby authorized and directed to cause to be prepared a statement of such election with respect to the Bonds and to execute such statement of election and to file or cause such statement of election to be filed with the Internal Revenue Service, all in accordance with Section 103(b)(6)(D) of the Code (and corollary provisions of the Tax Bill) and regulations promulgated thereunder.

Performance Provisions.

SECTION 10. The Mayor, the City Clerk and the City Comptroller of the Issuer for and on behalf of the Issuer be, and each of them hereby is, authorized, empowered and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this ordinance, the advancement of the loan, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Clerk and the City Comptroller of the Issuer be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Bond Purchase Agreement and the Indenture and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability.

SECTION 11. If any section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Captions.

SECTION 12. The captions or headings of this ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this ordinance.

Provisions in Conflict Superseded.

SECTION 13. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby superseded, and this ordinance shall be made available to the public by the City Clerk of the Issuer, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its adoption and approval as by law provided.

[Memorandum of Agreement, Resolution, Loan Agreement, Bond
Purchase Agreement, Indenture of Trust, Mortgage
and Security Agreement and Security Agreement
Re-Equipment omitted for printing purposes
but on file and available for inspection
in the office of the City Clerk.]

AUTHORITY GRANTED FOR EXECUTION OF LOAN AND
SECURITY AGREEMENT WITH RELIABLE STEEL
RULE DIE COMPANY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Loan and Security Agreement with Reliable Steel Rule Die Company for the expansion of business and job opportunities, located at 3401 North Kedzie Avenue, in the amount of \$60,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Reliable Steel Rule Die Company, an Illinois corporation has applied to the Department of Economic Development to borrow \$60,000 for the purposes of purchasing and rehabilitating the building at 3401 North Kedzie Avenue, which will result, among other things, in the retention of 10 jobs and the creation of 7 new job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Reliable Steel Rule Die Company; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Reliable Steel Rule Die Company, pursuant to which the City will loan \$60,000 to Reliable Steel Rule Die Company, to assist it in the purchase and rehabilitation of the property at 3401 North Kedzie Avenue, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

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

Loan and Security Agreement.

This Agreement is made as of the _____ day of _____, 1986, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("City"), by and through its Department of Economic Development ("D.E.D."), located at 20 North Clark Street, Chicago, Illinois, 60602 and Reliable Steel Rule Die Company an Illinois

corporation ("Borrower") having its principal office at 671 N. Sangamon Street, Chicago, Illinois 60622.

Recitals:

Whereas, D.E.D. was established February 10, 1982 by ordinance of the City Council of the City of Chicago; and

Whereas, D.E.D. has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development in the City; and

Whereas, D.E.D. has funds available to it through the Federal Community Development Block Grant Program of the United States Department of Housing and Urban Development in the amount of \$2,500,000; and

Whereas, Reliable Steel Rule Die Company, an Illinois corporation has made application to the Department of Economic Development to borrow \$60,000.00 for the purpose of purchasing the building at 3401 N. Kedzie which will result, among other things, in the creation of an estimated 7 new permanent job opportunities for low and moderate income persons residing in the City; and

Whereas, the Economic Development Commission has approved the application of Reliable Steel Rule Die Company; now, therefore,

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

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

Section 2. Definitions.

2.1 "Additional Security" shall mean those assets of any entity, other than Borrower's, now owned or hereafter acquired, in which the City has been granted a security interest as security for repayment of the Loan, as set forth in Section 4.06 of this Agreement.

2.2 "Borrower's Liabilities" shall mean all obligations and liabilities of Borrower to the City (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 and payable, however evidenced, created, incurred, acquired or owing and however arising whether under this Agreement or "Other Agreements" (hereinafter defined).

2.3 "Affiliate" shall mean any entity in which Borrower or one or more stockholders or partners of Borrower, now or at any time hereafter during the term of the Loan, have an equity or any other ownership interest equal to or in excess of 50% of the total equity of or any other ownership interest in such entity.

2.4 "Charges" shall mean all national, federal, state, county, city, municipal and/or any 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.

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

2.6 "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.

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

2.8 "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 the City by Borrower.

2.9 "Property" shall mean that certain real estate located at 3401 N. Kedzie, Chicago, Illinois 60618, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.11 "Senior Lender" shall mean Citizens Bank & Trust Company.

Section 3. Loan.

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

3.1 The principal sum of the Loan shall be \$60,000.00.

3.2 The term of the Loan shall be 10 years.

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

and October of each year the Loan remains outstanding. The first such interest adjustment shall be _____, 19 ____.

3.4 Repayment of the Loan shall be in equal monthly installments of principal together with interest thereon at the rate set forth in Paragraph 3.03 above. The first payment shall be paid on or before the 15th day of the first full month after initial disbursement of Loan proceeds.

3.5 Borrower expressly agrees that Loan proceeds shall be used for purposes of acquiring the Property and renovating the building at 3401 N. Kedzie. 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 the City, Borrower hereby grants to the City, a security interest in and to all Borrower's now owned or hereafter acquired:

4.1 Property.

4.2 Goods, inventory, equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

4.3 Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to the City. Borrower shall deliver to the City an original copy of each policy of insurance, and evidence of payment of all premiums therefore so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing the City as an additional insured to the full extent of its interest. In addition, such policies and/or endorsement shall provide that the insurers shall give the City 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 the City 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, pay such premium and take any other action with respect thereto which the City deems advisable to protect its interest in the Loan. All sums so disbursed by the City, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to the City.

4.4 Borrower shall execute such financing statements and security agreements as the City may request to assure the City's security interest in the Collateral is perfected, which

the City shall file, at Borrower's cost, at such locations as the City may demand to perfect its security interest in the Collateral.

4.5 All Borrower's Liabilities shall constitute one loan secured by the City's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to the City; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only in an amount not to exceed \$70,000, plus additional amounts actually advanced by the Senior Lender upon Borrower's failure to perform its obligations under the Senior Financing.

4.6 Borrower agrees that it shall cause Frank E. Clay and Harold C. Nye to grant a security interest in all their real property and all their personal assets now owned or hereafter acquired, located at 3401 N. Kedzie Avenue; and to execute such agreements, documents and instruments as the City may reasonably demand to evidence such grant(s) of security interest(s).

4.7 Borrower agrees that Frank E. Clay and Harold C. Nye shall personally guaranty the Loan and any charges relating thereto, that, are due and payable by Borrower to the City.

Section 5. Conditions Precedent.

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

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

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

5.3 Personal Guarantee of repayment of the Loan.

5.4 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 the City, as follows:

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

6.2 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 this Loan.

6.3 Except as disclosed in the Financials, (a) Borrower [is] now and at all times hereafter, an Illinois corporation duly organized and existing in good standing under the laws of the State of Illinois, as represented at the beginning of this Agreement, and qualified or licensed to do business in all other states in which the laws thereof require Borrower to be so qualified and/or licensed; (b) Borrower has the right and power and is duly authorized and empowered to enter into, execute, deliver and perform this Agreement; (c) the execution, delivery and performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Borrower's Articles of Incorporation or By-laws or contained in any agreement, instrument or document to which Borrower is now or hereafter a party or by which it is or may become bound; (d) Borrower has and at all times hereafter shall have good, indefeasible and merchantable title to and ownership of the Collateral (as hereinafter defined), free and clear of all liens, claims, security interests and encumbrances except those of the City and as otherwise permitted under Section 4 of this Agreement; (e) Borrower is now and at all times hereafter shall be solvent and able to pay its debts as they mature; (f) there are no actions or proceedings which are pending or threatened against Borrower (except as set forth in the 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 Collateral; (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.

6.4 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. Borrower shall furnish the City documents satisfactory to the City which evidence its compliance with this paragraph.

6.5 Except as permitted under Section 4 hereof, Borrower shall not, without the City's prior written consent thereto, which the City may or may not give in its sole discretion, concurrently or hereafter (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; (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).

6.6 Borrower shall pay promptly when due, all Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise the City thereof in writing at which time the City 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 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 to the City. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$3,000, and Borrower has given such additional collateral and/or assurances as the City 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 the 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 the City. In addition, upon request by D.E.D., Borrower shall submit to D.E.D. no less frequently than once per calendar quarter, statements of Borrower's employment profile and Borrower's financial statement(s) prepared in accordance with generally accepted accounting principles, consistently applied.

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

Section 7. Maintaining Records/Right to Inspect.

7.1 Borrower shall keep and maintain such books, records and other documents as shall be required by the City and/or the State 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 City, State or H.U.D.

7.2 Any duly authorized representative of the City, State or H.U.D. shall, at all reasonable times, have access to all portions of this 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 this 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 Note, which failure shall continue for a period of 10 days following notice thereof to Borrower; (b) failure to perform any obligations of or any covenants or liabilities contained or referred to herein, other than payment under the Note; (c) any warranty, representation or statement made or furnished to the City by or on behalf of Borrower proving to have been false in any material respect when made or furnished; (d) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon, except as expressly otherwise permitted under this Agreement; (e) Borrower's sale, partial sale, transfer or voluntary disposition of its business; (f) involuntary dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the assets, assignment for the benefit of creditors or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower, for (b) through (f) of this Section 8, continuing for a period of 60 days after notice thereof to Borrower; or (h) any default of any other Agreements with the City or the Senior Lender, which would permit the City or the Senior Lender as the case may be, after the expiration of any applicable cure period thereunder, to accelerate its loan.

Section 9. Remedies.

Upon 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, in the event the default has not been cured as set forth in Section 8 above, the City, at its option, may declare all Borrower's Liabilities immediately due and payable. The City shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") and the foreclosure provisions of Illinois Revised Statutes, Chapter 110, Section 15-101 et. seq., including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose, may so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and the City 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, the City may require Borrower to assemble the Collateral and make it available to the City for possession, at a place to be designated by the City, 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 at a recognized market, the City 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. The City may buy at any public sale, and if the Collateral is of a type customarily sold at 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 the City in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. The City will account to the Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

The remedies of the 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 the City, so long as any part of Borrower's Liabilities remain unsatisfied.

Section 10. No Waiver by the City.

The City'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 the City thereafter to demand strict compliance and performance therewith, nor shall any waiver by the City 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 of default.

The City'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 use its best efforts to create approximately 7 permanent jobs.

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

Section 12. Prepayment.

This Loan may be prepaid at any time, without premium or penalty.

Section 13. Labor Standards.

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

Section 14. Equal Employment.

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

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

14.2 Borrower will in all solicitations of, or advertisements for employment 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.

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

Section 15. Disclaimer of Relationship.

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

Section 16. Conflict of Interest.

No member, official or employee of the City 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 17. Limitation of Liability.

Borrower expressly agrees that no member, official, employee or agent of the City shall be individually or personally liable to Borrower, its successors or assigns for any actions under this Agreement.

Section 18. Assignment.

18.1 Borrower may not sell, assign or transfer this Agreement without the prior written consent of the City.

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

Section 19. Additional Provisions.

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

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

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

If to the Borrower: Reliable Steel Rule Die Company
671 Sangamon Street
Chicago, Illinois 60622
Attention: Frank E. Clay

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

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

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

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

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

[Signature forms omitted for printing purposes.]

EXECUTION OF LOAN AND SECURITY AGREEMENT AUTHORIZED
WITH ABCOR STEEL COMPANY FOR PROJECT LOCATED
AT WISCONSIN STEEL COMPANY MILL NUMBER 6.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing the execution of a loan and security agreement with Abcor Steel Company for the expansion of business and job opportunities, located at Wisconsin Steel Company Mill No. 6 in the amount of \$350,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Abcor Steel Company, an Illinois corporation has made application to the Department of Economic Development to borrow \$350,000 for purposes of purchasing machinery and equipment, which will result, among other things, in the creation of an estimated 18 new permanent job opportunities for low and moderate income persons residing in the City; and

WHEREAS, The Economic Development Commission has approved the application of Abcor Steel Company; now, therefore,

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

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

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

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

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

Exhibit A.

Loan and Security Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois company ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602 and Abcor Steel Company, an Illinois corporation, with principal offices at 18 South Michigan Avenue, Chicago, Illinois 60603 ("Borrower").

Recitals:

Whereas, D.E.D. was established on 10 February, 1982 by ordinance of the City Council of the City of Chicago; and

Whereas, D.E.D. has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development in the City; and

Whereas, D.E.D. has funds available to it through the Community Development Block Grant Program of the United States Department of Housing and Urban Development in the amount of \$1,500,000; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$350,000 ("Loan") for the purpose of acquiring machinery and equipment for business expansion;

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

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

Section 2. Definitions.

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

and however arising whether under this Agreement or the "Other Agreements" (hereinafter defined).

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

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

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

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

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

2.7 "Property" shall mean the real estate located at 2841 East 106th Street, Chicago, Illinois, 60617, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.9 "Senior Lender" shall mean Michigan Avenue National Bank, 30 North Michigan Avenue, Chicago, Illinois 60602.

Section 3. Loan.

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

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

3.2 The term of the Loan shall be 15 years.

3.3 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 creditworthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"), payable in equal monthly installments in the amount set forth on Lender statement(s), provided Borrower on or before the 10th day of January, April, July and October of each year the

Loan remains outstanding. The aforesaid interest rate shall be established as of the date this Agreement is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be _____, 1986.

3.4 Repayment of the Loan shall be in 180 equal monthly installments of principal and interest pursuant to Paragraph 3.3 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower.

3.5 Borrower expressly agrees that Loan proceeds shall be used only in amounts and for purposes of acquiring machinery and equipment to be used at 2841 East 106th Street only; and that in occupying the Property, Borrower is not relocating from another labor area, nor has Borrower discontinued, liquidated or curtailed during the past 24 months any production unit similar to that which will be located at the above address except as part of a consolidation pursuant to the Project.

Section 4. Grant of Security Interest.

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

4.1 The Property, as defined in paragraph 2.7, subordinated to the Senior Lender.

4.2 Goods, inventory, equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

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

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

4.5 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$350,000.

4.6 Borrower agrees that David Applebaum and James Brennan and Melanie Brennan shall personally guaranty the Loan.

Section 5. Conditions Precedent.

The following shall be required of Borrower as conditions precedent to disbursement of Loan proceeds:

5.1 Borrower shall certify to 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.

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

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

5.4 Personal Guarantee of repayment of the Loan.

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

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

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents to Lender, as follows:

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

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

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

6.4 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. Borrower shall furnish Lender documents satisfactory to Lender which evidence its compliance with this paragraph 6.4.

6.5 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).

6.6 Borrower shall pay promptly when due, all charges. In the event Borrower, at any time or times hereafter, shall fail to pay the charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

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

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

Section 7. Maintaining Records/Right to Respect.

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

8.1 Borrower shall use its best efforts to create approximately 18 new, permanent jobs within 24 months after execution of this Agreement.

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

Section 9. Events of Default.

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

Section 10. Remedies.

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Illinois Revenue Statute, Chapter 110, Section 15-101 et seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the

conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotation, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 11. No Waiver by Lender.

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

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

Section 12. Prepayment.

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

Section 13. Equal Employment.

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

13.1 Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex or national origin. Borrower will take affirmative action to ensure that applicants are employed and that employees are treated during

employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: (a) employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

Section 14. Disclaimer of Relationship.

Nothing contained in this Agreement, nor any act of the Lender, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or any association or relationship involving Lender.

Section 15. Conflict of Interest.

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

Section 16. Limitation of Liability.

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

Section 17. Assignment.

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

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

Section 18. Additional Provisions.

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

18.2 All notices, certificates or other communications required or given hereunder shall be in writing and placed in the United States 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

If to Borrower: Abcor Steel Company
18 South LaSalle Street
Chicago, Illinois 60603
Attention: David Applebaum

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

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

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

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

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

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

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

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

Notary Public

My Commission Expires _____

AUTHORITY GRANTED FOR INCREASE IN SPECIAL SERVICE
AREA NUMBER SEVEN TAX RATE AND ISSUANCE OF
UNLIMITED AD VALOREM TAX BOND.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an increase in the Special Service Area Number Seven tax rate and the issuance of unlimited Ad Valorem Tax Bonds of Special Service Area Number Seven of the City of Chicago, in the amount of \$1,900,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the provisions of Section 6(1) of Article VII of the Constitution of the State of Illinois and "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties," approved September 21, 1973, as amended (the "Act"), the City of Chicago, Cook County, Illinois (the "City"), is authorized to create special service areas within the City, to levy taxes in such areas at a rate or amount of tax sufficient to produce revenues required to provide special services to such areas, to issue bonds secured by the full faith and credit of such areas for providing special services to such areas, and to levy taxes against the property included therein to pay the principal and interest on said bonds; and

WHEREAS, The City Council of said City by an ordinance adopted on the 29th day of May, 1985, did propose (i) the establishment of Special Service Area Number Seven of the City consisting of all that territory within the City described as follows:

Beginning at the intersection of the southernmost line of West 47th Street and the east line of South Central Park Avenue if extended north; thence eastward along the southern line of West 47th Street to a point 480 feet west of the west line of South Kedzie Avenue which is the west side of the Conrail spur track right of way; thence southward along the right of way to the north side of West 48th Place if extended east; thence eastward to the northwest corner of South Kedzie Avenue; thence south along Kedzie Avenue for 115 feet; thence west along the south line of tax parcel 19-11-201-028 [thence north to the south line of said tax parcel]; thence west along said line to an intersecting point with tax parcel 19-11-201-044; thence south along a curvilinear line of said tax parcel to the RR spur; thence north along a straight line to the south line of 48th Place if extended; thence west along 48th Place to the western edge of the RR spur; thence south along the RR spur in the curvilinear line to an intersection with the east side of South Spaulding Avenue; thence west in a straight line to the west side of South St. Louis Avenue; thence northwestward along a curvilinear line to an intersection with West 48th Street and South Central Park Avenue (which is the northwest corner of tax parcel 19-11-200-042); thence northward along the east side of South Central Park Avenue to the point of beginning; all contained within the West 1/2 Northeast 1/4 and the East 1/2 Northeast 1/4 of Section 11-38-13;

(ii) the levy by the City of a tax at a maximum rate of 2.5% (the "Services Tax") in said Special Service Area to provide special services in said Special Service Area, including street resurfacing, sewer and water line improvements, and refurbishing of railroad crossings (the "Services"); and (iii) the borrowing by the City of the principal amount of \$1,800,000 at an interest rate not to exceed 12.5% per annum for a term of not to exceed 20 years; and

WHEREAS, Pursuant to said ordinance, proper notice was given and a public hearing was held at which hearing the establishment of said Special Service Area Number Seven was considered and all interested persons affected by said Special Service Area were allowed to file written objections thereto and to be heard orally thereon; and

WHEREAS, The City Council of said City by an ordinance adopted on the 26th day of June, 1985 (the "Ordinance"), did establish said Special Service Area Number Seven (the "Area"); and

WHEREAS, No petition has been filed objecting to the creation of the Area; and

WHEREAS, The City has heretofore and it hereby is determined to be necessary, advisable, and in the best interests of the City that the Services Tax rate authorized by the Ordinance be increased from 2.5% to 5%; and

WHEREAS, It is hereby estimated that the cost of providing the Services will be not less than \$1,900,000; and

WHEREAS, It is in the public interest that the issuance of bonds in not to exceed the amount of \$1,900,000 and secured by the full faith and credit of the Area (the "Bonds") be considered for the purpose of paying the cost of providing the Services; and

WHEREAS, The Bonds shall be retired over a period not to exceed twenty (20) years from the issuance thereof and shall bear interest at a rate not to exceed twelve and fifty hundredths percent (12.50%) per annum; and

WHEREAS, The Bonds shall be retired by the levy of a direct annual tax, in addition to the Service Tax, sufficient to pay the interest on the Bonds as the same comes due and to discharge the principal thereof at maturity; and

WHEREAS, Said direct annual tax shall be levied upon all taxable property within the Area for said period of not to exceed twenty (20) years and shall be unlimited as to rate or amount and in addition to all other taxes permitted by law; and

WHEREAS, The City has determined that there is a scrivener's error in the description of the territory included in the Area and it is necessary and advisable to correct the same, which correction shall result in the incidental enlargement of the boundaries of the Area; and

WHEREAS, The boundaries of said Special Service Area may be enlarged, the Services Tax rate may be increased and the Bonds may be issued provided that notice is given and new public hearings are held in accordance with the Act; now, therefore,

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

SECTION 1. That the preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. That a public hearing shall be held by the Committee on Finance of the City Council at 11:00 o'clock A.M., on the _____ day of _____, 1986, at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing"), to consider enlarging the boundaries of the Area, increasing the maximum rate of the Services Tax to be levied in the Area and the issuance of the Bonds described in the Notice of Public Hearing set forth in Section 4 hereof (the "Notice").

SECTION 3. That notice of the Hearing shall be given by publication and mailing. Notice by publication shall be given by publication at least once not less than fifteen (15) days prior to the Hearing in _____, the same being a newspaper of general circulation within the City. Notice by mailing shall be given by depositing the Notice in the United States mails addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area. The Notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the Notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of said property.

SECTION 4. That the Notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING
CITY OF CHICAGO, COOK COUNTY, ILLINOIS
SPECIAL SERVICE AREA NUMBER SEVEN

Notice Is Hereby Given that on _____, 1986, at 11:00 o'clock A.M. at the City Hall Chambers, City Hall, Chicago, Illinois, a hearing will be held by the Committee on Finance of the City Council of the City of Chicago, Cook County, Illinois, to consider increasing the maximum rate of taxes to be extended and the issuance of bonds to pay the cost of providing special municipal services, including street resurfacing, sewer and water line improvements, and refurbishing of railroad crossings, to, and enlarging the boundaries of, the heretofore established Special Service Area Number Seven shall consist of the following described territory:

Parcel One:

All that part of the North Half of the Northeast Quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, bounded and described as follows:

Beginning at the point of intersection of the north line of W. 48th Place (a private street, said north line being a line 853 feet south from and parallel with the north line of said north-east quarter) with the west line of S. Kedzie Avenue (said west line being a line 33 feet west from and parallel with the east line of said north-east quarter), and running;

Thence south along said west line of S. Kedzie Avenue a distance of 115 feet to a point of intersection with a line 968 feet south from and parallel with the north line of said north-east quarter;

Thence west along said parallel line a distance of 150 feet to a point of intersection with a line 183 feet west from and parallel with the east line of said north-east quarter;

Thence south along said parallel line a distance of 105 feet to a point of intersection with a line 1,053 feet south from and parallel with the north line of said north-east quarter;

Thence southwestwardly along the arc of a circle having a radius of 230.1 feet and convex southeastwardly to a point 1,203 feet south of the north line and 265 feet west of the east line of said north-east quarter;

Thence southwestwardly along the arc of a circle having a radius of 274.46 feet and convex southeastwardly to the point of intersection with a line 376 feet west from and parallel with the east line of said north-east quarter;

Thence north along said parallel line a distance of 272 feet to a point of intersection with a line 988 feet south from and parallel with the north line of said north-east quarter;

Thence west along said parallel line a distance of 35 feet to a point of intersection with a line 410 feet west from and parallel with the east line of said north-east quarter;

Thence north along said parallel line for a distance of 75 feet to a point of intersection with a line 913 feet south from and parallel with the north line of said north-east quarter;

Thence west along said parallel line for a distance of 95 feet to a point of intersection with a line 505 feet west from and parallel with the east line of said north-east quarter;

Thence north along said parallel line for a distance of 60 feet to a point of intersection with the north line of W. 48th Place;

Thence east along said north line of W. 48th Place a distance of 472 feet to the point of beginning.

Parcel Two:

All that part of the North Half of the Northeast Quarter of Section 11, Township 38 North, Range 13 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois, bounded and described as follows:

Beginning at the point of intersection of the south line of W. 47th Street (said south line being a line 33.00 feet south from and parallel with the north line of said northeast quarter), with a line 513.00 feet west from and parallel with the east line of said northeast quarter, and running;

Thence south along said parallel line a distance of 470.00 feet to a point of intersection with a line 503.00 feet south from and parallel with the north line of said northeast quarter;

Thence east along said parallel line a distance of 8.00 feet to a point of intersection with a line 505.00 feet west from and parallel with the east line of said northeast quarter.

Thence south along said parallel line a distance of 513.96 feet to a point of intersection with a line 1,016.96 feet south from and parallel with the north line of said northeast quarter;

Thence southwestwardly along the arc of a circle having a radius of 259.00 feet and convex southeasterly a distance of 255.23 feet to a point which is 1,233.14 feet south of the north line of said northeast quarter and on a line 620.35 feet west from and parallel with the east line of said northeast quarter;

Thence south along said parallel line to a point of intersection with a line 63.00 feet north from and parallel with the centerline of vacated W. 49th Street;

Thence west along said parallel line a distance of 1,448.97 feet to a point 66.70 feet west of the centerline of vacated S. St. Louis Avenue;

Thence northwestwardly along the arc of a circle having a radius of 664.29 feet and convex southwestwardly to a point on the north line of said Block 9, said point being 75.25 feet east of the west line of Block 8 in Rees' subdivision aforesaid;

Thence west along said north line of Block 9, to an intersection with the east line of the west 33.00 feet of Block 8 in Rees' subdivision aforesaid; and

Thence north along the east line of the west 33.00 feet aforesaid, a distance of 631.77 feet to an intersection with said south line of West 47th Street; and

Thence east along said south line of West 47th Street, a distance of 2,127.47 feet to the point of beginning.

The approximate street location of said territory is as follows:

47th Street on the north; 49th Street on the south; Central Park Avenue on the west; and Kedzie Avenue on the east, in the City of Chicago, Cook County, Illinois.

An accurate map of said territory is on file in the Office of the City Clerk of said City and is available for public inspection.

The maximum rate of taxes to be extended in any year to provide the hereinabove described special services is proposed to be increased from 2.5% to 5%. Said taxes shall be extended over a period of not to exceed 20 years.

Bonds secured by the full faith and credit of the area included in said Special Service Area Number Seven are proposed to be issued in not to exceed the amount of \$1,900,000. Said bonds shall be retired over a period of not to exceed 20 years from the issuance thereof and shall bear the interest at not to exceed twelve and fifty hundredths percent (12.50%) per annum. Such bonds, if issued, shall be retired by the levy of a direct annual tax sufficient to pay the principal and interest thereon, said tax to be levied upon all the taxable property within said Special Service Area for said period of not to exceed 20 years and to be unlimited as to rate or amount and in addition to all other taxes permitted by law.

All interested persons affected by the proposed enlargement of the boundaries of said Special Service Area, the increase in the tax rate and the issuance of said bonds and the levy of said taxes, including all owners of real estate located within said Special Service Area, will be given an opportunity to be heard at said hearing regarding the proposed enlargement of the boundaries of said Special Service Area, the increase in the tax rate and the issuance of said bonds and the levy of said taxes and an opportunity to file objections to the proposed enlargement of the boundaries of said Special Service Area, the increase in the tax rate and the issuance of said bonds and the levy of said taxes.

At said public hearing, any interested persons affected by said proposed Special Service Area may file with the City Clerk of said City written objections to and may be heard orally in respect to any issues embodied in this notice. The Committee on Finance of the City Council of said City shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

If a petition signed by at least 51% of the electors residing within said Special Service Area Number Seven and by at least 51% of the owners of record of the land included within the boundaries of said Special Service Area Number Seven is filed with the City Clerk of

said City within 60 days following the final adjournment of said public hearing objecting to the proposed enlargement of the boundaries of said Special Service Area, the increase in the tax rate or to the issuance of bonds for the provision of special services to said Special Service Area Number Seven, no such boundaries may be enlarged nor may such rate be increased nor may such bonds be issued.

By order of the City Council of the City of Chicago , Cook County, Illinois.

DATED this _____ day of _____, 1986.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 5. That all ordinances, orders and resolutions and parts thereof in conflict herewith be and the same are hereby repealed.

SECTION 6. That this ordinance shall be effective from and after its passage.

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH ARCHER/ASHLAND LIMITED
PARTNERSHIP FOR PROJECT LOCATED AT
SOUTH ARCHER AND SOUTH
ASHLAND AVENUES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted herewith authorizing the execution of a redevelopment agreement with Archer/Ashland Limited Partnership for construction of a shopping center located at the southeast corner of South Archer and Ashland Avenues in the amount of \$1,890,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed July 9, 1984, authorized the submission of an application to the United States Department of Housing

and Urban Development for an Urban Development Action Grant to promote the economic revitalization of the Archer/Ashland area: and

WHEREAS, Pursuant to said application the United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-85-AA-17-0179 which provides for a loan of grant funds to the Chicago Title and Trust Company, not personally, but as Trustee of Trust Agreement No. 1081955, dated June 11, 1982, of which Archer/Ashland Limited Partnership, an Illinois limited partnership, is the sole beneficiary, in the amount of \$1,890,000, to assist in the construction of a 139,000 square foot community shopping center, and located at the southeast corner of Archer and Ashland Avenues, Chicago, Illinois, which will create expanded employment opportunities in the area; 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 is authorized to enter into and execute on behalf of the City of Chicago, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$1,890,000 of Urban Development Action Grant funds to Chicago Title and Trust Company, not personally, but as Trustee of Trust No. 1081955, dated July 11, 1982, of which Archer/Ashland Limited Partnership, an Illinois limited partnership ("Developer"), is the sole beneficiary; and which Redevelopment Agreement obligates developer to construct the aforesaid community shopping center as part of its development project, by expending approximately \$9,243,000 in private funds; and further obligates Developer to use its best efforts to create 320 new, permanent job opportunities as represented in the original application for funds.

SECTION 2. The Commissioner of the Department of Planning is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effect the terms of the Redevelopment Agreement, said Redevelopment Agreement being in substantially the form attached hereto as Exhibit A.

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

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

Urban Development Action Grant

Redevelopment Agreement.

Agreement made in Chicago, Illinois, as of the 1st day of April, 1986, between the City of Chicago, Illinois (the "City"), by and through the Department of the Department of Planning ("Planning"), having its offices at 121 North LaSalle Street, Chicago, Illinois 60602; and Chicago Title and Trust Company, not individually but as Trustee, under Trust No. 1081955, dated 11 June 1982 ("Borrower"), the sole beneficiary of which is Archer Ashland Limited Partnership, an Illinois limited partnership, having its principal offices at c/o Dodi Development, Inc., 555 Northwest Avenue, Northlake, Illinois 60164 ("Developer").

Witnesseth:

Whereas, the Department of Planning of the City has as its primary purpose the planning and development of programs to attract and expand economic development in the City; and

Whereas, it is the intention of Borrower to acquire and Developer to construct a facility at the southeast corner of Archer and Ashland Avenues, Chicago, Illinois, as a 139,000 square foot community shopping center, which will allow Developer to create new employment opportunities; and

Whereas, the Department of Planning of the City of Chicago 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 the construction 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-85-AA-17- 0179, as amended from time to time, (the "U.D.A.G. Grant") which provides that \$1,890,000 may be loaned by the City to Borrower; 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.

The following terms shall be defined, for purposes of this Redevelopment Agreement, as follows:

1.1 "Additional Collateral" shall mean all personalty of the Project except personalty and trade fixtures of any tenant located in the Project.

1.2 "Lender" shall mean Chemical Bank, a New York banking corporation.

1.3 "Project" shall mean the Property together with all buildings and improvements now or hereafter located thereon.

1.5 "Property" shall mean the land, buildings and fixtures located at the southeast corner of Archer and Ashland Avenues, Chicago, Illinois.

1.6 "Secretary" shall mean the Secretary of the United States Department of Housing and Urban Development.

1.7 "Senior Financing" shall mean the loan of the Lender or permitted replacement thereof, plus accrued and unpaid interest, plus additional amounts actually advanced for completion of the Project or upon a failure of Borrower to perform its obligations under such loans.

1.8 "U.D.A.G. Collateral" shall mean the land, buildings and other business assets of Borrower and Developer comprising the Project.

1.9 "U.D.A.G. Grant Agreement" shall mean the Agreement Numbered B-85- 17-AA-0179 and dated 4 October 1984, between the Secretary of Housing and Urban Development and the City, including any subsequent amendment thereto.

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, Borrower and Developer agree as hereinafter set forth.

Section III. Loan.

The City shall make a loan solely for business purposes, to Borrower, and Borrower shall borrow from the City solely for business purposes, an amount and upon terms and conditions as 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.

4.1 Developer shall proceed diligently to carry out the development pursuant to Exhibit A.

4.2 Developer shall use its best efforts to 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, 320 permanent jobs, of which 48 will be for low and moderate income persons, 32 will be for C.E.T.A.-eligible persons, and 48 will be for minority persons.

4.3 Developer shall provide the evidence of private financing set forth in Exhibit D attached hereto and made a part hereof.

4.4 Borrower and Developer shall abide by all terms and conditions of the U.D.A.G. Grant Agreement, as amended from time to time, and the same is expressly incorporated herein by reference.

4.5 Borrower and Developer expressly agree that the funds available pursuant to this Agreement shall not be deemed committed by the City to the Borrower, until the City has received 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 Borrower's or Developer's sole risk, if the United States Department of Housing and Urban Development should later withdraw the U.D.A.G. Grant Fund.

4.6 The time frame for the beginning and completion of the Project, including the beginning and completion of each phase of the Project, shall be as specified in Exhibit F of the U.D.A.G. Grant Agreement, as amended from time to time.

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 such activities which are supplied or to be supplied by other sources. All such books, records and other documents shall be available at the offices of 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.

5.3 Duration of Inspection Rights. The rights of access and inspection provided in this Section V shall continue until the completion of all close-out procedures respecting the U.D.A.G. Grant and until the final settlement and conclusion of all issues arising out of the U.D.A.G. Grant.

Section VI. Certificate of Completion.

Promptly after completion by Developer of each portion of the Project, the City will furnish Developer, at Developer's request, 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 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 conducting its business.

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 U.D.A.G. Collateral to persons other than the Lender, so long as the grantee of any such grant expressly acknowledges the superior rights of the City in the U.D.A.G. Collateral in accordance with the terms of this Agreement.

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 U.D.A.G. Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the U.D.A.G. 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 Borrower and Developer set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provision be construed to so obligate such holder to devote the U.D.A.G. Collateral to any use, or to construct any improvements on the Property.

Section IX. Events of Default.

Borrower and 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 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) voluntary dissolution or termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of; 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 of surety for Developer, or uncured default on the Loan or any refinancing of the same in accordance with the provisions of this Agreement; (e) a material default of any Senior Financing. If a monetary default shall have occurred and shall continue for 10 days after notice thereof, the City without obligation to make demand or presentment for payment shall have the right to exercise the remedies provided for in Paragraph 10 hereof. If a non-monetary default shall have occurred the City shall send notice to Developer of such default. If such default is not cured within 60 days after such notice then the City shall have the right to exercise the remedies provided for in Paragraph 10 hereof; provided, however, that in the event such default cannot reasonably be cured within such 60 day period and if Developer has commenced efforts to cure then the time to cure shall be extended so long as it diligently continues to cure such default (herein referred to as the "Cure Period"); provided, however, in the case of a default under the Senior Financing, the cure period granted therein shall be the Cure Period under this Agreement.

Section X. Remedies.

Upon such default (regardless of whether the Code (as defined below) has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured), 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 immediate and exclusive possession of the Additional Collateral, or 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 Borrower's or 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 Borrower'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 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 Developer shown at the beginning of this Agreement at least 5 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 or 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, 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 the 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 Borrower's or Developer's obligations remain unsatisfied.

Section XI. Acceleration Upon a Sale/Refinancing/Syndication.

Upon a sale, partial sale, refinancing (except a Permitted Refinancing as defined below) 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, at the sole option of the City, shall without further notice, demand or presentment to Borrower by City, become immediately due and payable. Replacement of the Permanent Lender shall be a Permitted Refinancing under this Agreement provided that the aggregate of the City's loan and the Senior Financing shall not exceed 75% of the then fair market value of the Project pursuant to M.A.I. appraisal and such replacement Senior Financing entity is not disqualified from participating in H.U.D.-assisted projects under applicable H.U.D. regulations; and provided further that a syndication for purposes

of raising Developer's equity of at least \$885,000 shall not cause an acceleration of the Loan under this Agreement.

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 Borrower or Developer shall bind their 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 U.D.A.G. Collateral shall pass to and may be exercised by any assignee thereof. Borrower and Developer agree that if City gives notice to Developer of an assignment of said rights, upon such notice, the liability of Borrower or Developer to the assignee shall be immediate and absolute. Neither Borrower nor Developer will 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.

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material," for purpose of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Lender or Developer by more than 10%, changes the site or character of any development activity or increases any time for performance by a party by more than 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 may 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 will include the provisions of subsections 14.1 and 14.2 of this Section XIV 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.

14.5 Notwithstanding anything herein to the contrary, any Developer contract for the purchase of U.D.A.G. Collateral shall not be subject to the provisions of this Section XIV.

Section XV. No Assignment or Succession.

No transfer of Loan funds by the City to Borrower shall be, or be deemed to be, an assignment of U.D.A.G. Grant Funds, and neither Borrower nor Developer shall succeed to any rights, benefits or advantages of the City under the U.D.A.G. Grant, nor attain any rights, privileges, authorities or interests in or under the U.D.A.G. Grant.

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.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Project; nor shall any such member, official or employee participate in any decision relating to this Project which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested.

Section XVIII. Limitation of Liability.

Borrower and Developer expressly agree that no member, official, employee or agent of City shall be individually or personally liable to Borrower or Developer, their successors or assigns in the event of any default or breach 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, Illinois
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If to Borrower or Developer:

Dodi Developments, Inc.
555 Northwest Avenue
Northlake, Illinois 60164
Attention: Archer-Ashland
Limited Partnership

With a copy to:

Arnold Weinberg, Esq.
Katz Randall & Weinberg
Suite 2300
200 North LaSalle Street
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 Chicago Title and Trust Company, not personally, but solely as Trustee under Trust Agreement dated June 11, 1982, and known as Trust 1081955, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Chicago Title and Trust Company are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief, and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against Chicago Title and Trust Company by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement except as to the authority to sign this Agreement.

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 and E attached to this Redevelopment Agreement read as follows:

*Exhibit A
To Redevelopment Agreement.*

1. The City agrees to do the following things, some of which may have already been done prior to the date of this Agreement:

(a) City shall lend Borrower \$1,890,000 of Grant Funds for construction by Developer of a 139,000 square foot community shopping center located at the southeast corner of Archer and Ashland Avenues, Chicago, Illinois.

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 construct the Property and develop the Project for a total cost of not less than \$12,133,000.

(b) Developer shall provide at least \$885,000 of cash equity and Developer or Dominick's Finer Foods, Inc. shall provide not less than \$1,758,000 of tenant improvements for development costs.

(c) Developer shall borrow from the Lender at least \$7,600,000 for the acquisition and construction of the Project.

3. 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:

Construction Loan.

(a) The principal amount of the Loan shall be \$1,890,000.

(b) Simple interest at the rate of 5% per annum shall be accrued on all U.D.A.G. Grant funds drawn down from time to time by Borrower. Accrued interest over the construction period shall be added to the principal of the permanent loan to form an enlarged principal balance for said permanent loan.

(c) The construction period will commence upon the initial disbursement of the U.D.A.G. Grant funds to Borrower and shall continue for a period of 12 months from said initial disbursement, but in no event later than June 30, 1986.

(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. construction policy of mortgagee title insurance in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by City, and subordinated only to the first mortgage of the Lender to secure a loan in an amount not to exceed \$7,600,000, plus such amounts as are actually advanced by Lender to complete the Project, and to the extent machinery and equipment may be determined to be fixtures, subordinated to a security interest therein in favor of the Lender.

(iii) Borrower shall have furnished to City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate City as insured mortgagee.

(iv) Developer shall enter into a Disbursement Agreement with a City approved Title Insurance Company ("Company"), which shall provide that Company shall receive, from 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 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 \$4.80 of private funds expended by Borrower or Developer for the Project.

(ff) All of the evidentiary materials required by Exhibit E to the Grant Agreement have been submitted to and approved by the Secretary of H.U.D. and the Secretary of H.U.D. has authorized the City to draw down such funds from its letter of credit.

(v) Loan disbursements shall be made on the following basis:

(aa) Until completion of 50% of the Project as determined by certification thereto and approval 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 released to the Borrower.

(bb) After 50% of the Project is completed pursuant to Paragraph (a) above, all disbursements of the Loan shall be for 95% of the work completed with a 5% holdback.

(cc) Upon substantial completion of the Project as certified and approved by the Project Architect and/or Engineer, Developer and the City, all remaining holdback shall be released to Borrower.

2. Permanent Loan.

(a) The permanent loan shall be the total sum of the enlarged principal balance of the construction period loan.

(b) The term of the loan shall be 15 years commencing upon substantial completion of construction but in no event later than June 30, 1986.

(c) The interest rate shall be 5% per annum.

(d) Repayment of the Loan by Borrower to Lender shall be as follows:

(i) For months 1 through 24, payments of the enlarged principal balance shall be deferred and payments of interest thereon at the rate of 5% per annum shall be deferred and accrued, which accrued interest shall be added to the enlarged principal balance to form a revised principal balance.

(ii) For months 25 through 180, equal monthly payments of the revised principal balance and simple interest thereon at 5% per annum based upon a 156 month amortization schedule.

(e) Additional interest ("Additional Interest") shall be paid by Developer to City as follows:

(i) After Developer has received a 15% return on equity ("Return on Equity"), on a non-cumulative, annual basis, it shall pay the City on an annual basis 20% of the Net Cash Flow (defined as all operating revenues less debt service on the Senior Financing and City's loan or other permitted financing; real estate taxes; reasonable and customary operating expenses; management fees up to a maximum of 5% of gross revenues; and without deduction for depreciation or extraordinary capital improvements). Equity, as used herein, shall be defined as all cash or recourse notes contributed to the Project by the Developer as capital up to and through a period ending 6 months after substantial completion of the Project, but in no event later than January 1, 1987.

(ii) Upon the sale or partial sale of the Project during the term of the Loan, 20% of net sales proceeds (defined as gross sale price less Developer's equity, payoff of the then existing Senior financing and City loans, and usual and customary costs of sale) shall be remitted to the City. For the purposes of this paragraph, Developer's equity shall not include any Developer contribution invested for tenant improvements.

(iii) Upon a refinancing for any reason other than pursuant to a "call" provision of Senior Financing, 20% net refinancing proceeds (defined as the gross amount of the refinancing less the then principal balance of the refinanced loan and usual and customary costs of refinancing) shall be remitted to the City.

(iv) Upon a syndication for purposes of raising Developer's equity, 20% of net syndication proceeds (defined as gross syndication proceeds less the amount required to meet Developer's equity obligation, or to complete the Project, plus usual and customary costs of syndication) shall be remitted to the City. For any subsequent syndication for any purpose, 20% of net syndication proceeds, as defined above, shall be remitted to the City.

(v) Within 90 days following the close of the calendar year or within 5 days of receipt of funds pursuant to a sale, partial sale, refinancing or syndication (90 days after substantial completion of the Project in the case of a syndication for equity), Developer shall submit to City financial statements prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied setting forth the Additional Interest due and owing to the City, accompanied by a check in the amount therefor.

3. Prepayment of Loan. The Loan may be prepaid at any time without premium or penalty. If such prepayment shall occur prior to any of the circumstances set forth in Paragraphs 2(ii) through (iv) of this Exhibit B, payments of additional interest provided for therein shall be terminated.

4. 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.

Exhibit C
To Redevelopment Agreement.

The Loan made pursuant to this Agreement shall be secured by the following:

1. A second mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage or deed of trust of the Lender in an amount not to exceed \$7,600,000, plus interest accrued and owing there, plus additional advances actually made to complete the Project or upon Developer's failure to perform its obligations under the Senior Financing.

2. A grant of security interest in all fixtures, equipment and other assets of Developer comprising the Project, subordinated only to an interest granted the Lender.

3. The completion of the Project shall be unconditionally guaranteed by Developer, and repayment of the Loan shall be guaranteed by Developer to the extent of its assets in the Project, and no other partner, general or limited shall be personally liable under the aforesaid guaranty.

Exhibit D
To Redevelopment Agreement.

1. City shall loan the sum of \$1,890,000 to Borrower for the purpose of construction of the Project.

2. The Lender shall loan at least \$7,600,000 to Borrower for the purpose of acquisition and construction of the Project.

3. Developer shall provide not less than \$885,000 in equity funds for construction of the Project, and Developer or Dominick's Finer Foods, Inc., shall expend not less than \$1,758,000 for leasehold improvements to the Property.

Exhibit E
To Redevelopment Agreement.

The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than 60 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 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.

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.

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT FOR IMPROVEMENT OF STREET LIGHTING ON
WEST 63RD STREET BETWEEN SOUTH CALUMET AND
SOUTH STONY ISLAND AVENUES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a City/State Project Agreement for the improvement of the street lighting on West 63rd Street between South Calumet and South Stony Island Avenues, in the amount of \$310,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is 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 street lighting on 63rd Street between Calumet Avenue and Stony Island Avenue described therein, said agreement to be substantially in the following form:

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 street lighting on 63rd Street between Calumet Avenue and Stony Island Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required.

Now Be It Therefore Resolved, The State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and the 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 Non-discrimination Regulations.

7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the installation of a new street lighting system on 63rd Street between Calumet Avenue and Stony Island Avenue.

Sodium vapor fixtures will be mounted under the Chicago Transit Authority elevated structure between Calumet Avenue and Kimbark Avenue and under the Illinois Central Gulf Railroad viaduct east of Dorchester Avenue. (The lighting system between Kimbark Avenue and Dorchester Avenue will be done as a part of a separate project.)

A permanent pole mounted lighting system will be installed between the I.C.G. Railroad viaduct and Stony Island Avenue. (This portion of the project will be installed in stages in order to coordinate lighting with the planned demolition of a portion of the elevated structure). Stage I will be completed prior to the demolition of the structure and will include the installation of foundations and poles along the south side of 63rd Street with temporary overhead wiring, and fixtures mounted on short mast arms. Stage II will begin after the structure has been razed and will include the installation of a permanent underground wiring. Lighting fixtures will be remounted on longer mast arms.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Force Account Construction	\$280,000
Construction Engineering/Supervision	<u>30,000</u>
TOTAL:	\$310,000

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 \$310,000)	\$263,500
Non-Federal Share (State) (15% of \$310,000)	<u>46,500</u>
TOTAL:	\$310,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$46,500, with any Non-Federal share required in excess of that amount to be provided by the City.

14. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by December 1, 1988.

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 effective by and from the date of its passage.

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE
PROJECT AGREEMENT FOR IMPROVEMENT OF
CICERO AVENUE COMBINED SEWER SYSTEM
BETWEEN 59TH STREET AND
SANITARY AND SHIP
CANAL.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a City/State Project Agreement for the improvement of the Cicero Avenue combined sewer system between 59th Street and the Sanitary and Ship Canal, in the amount of \$9,009,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is 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 Cicero Avenue Combined Sewer System between 59th Street and the Sanitary and Ship Canal described therein, said agreement to be substantially in the following form:

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 reconstruct and rehabilitate the Cicero Avenue Combined Sewer System between 59th Street and the Sanitary and Ship Canal, 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, on October 21, 1984, the City and the State entered into an Agreement to provide for the Preliminary Engineering of the Project; and

Whereas, on October 21, 1985, the City and the State entered into an Addendum to said Preliminary Engineering Agreement; 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 the Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and the Federal Highway Administration to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations required by the United States Department of Transportation (which will include all items in attached Exhibit A).
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will 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, 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. The State reserves the imperturbable right to drain the State Highway Right of Way to the said Project.

The State agrees to provide the plans for any new connections within the limits of the Project that may be required after the completion of said Project, and no construction would be initiated without a thirty (30) day advance notice to the City of Chicago, Commissioner of the Department of Sewers. The City and State further agree to mutually agree to the location of any new connections to said Project; however, the State may proceed with a mutually agreeable new connection or connections without the thirty (30) day notice in case of emergency.

10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the rehabilitation and/or reconstruction of the Cicero Avenue Combined Sewer System between 59th Street and the Sanitary and Ship Canal.

Phase I of the Project will include rehabilitation of the sewer from the Sanitary and Ship Canal to 47th Street and from 58th Street to 59th Street. This rehabilitation will consist of the pneumatic application of concrete in order to repair existing sewer pipe.

Phase II of the Project will include reconstruction of the sewer from 47th Street to 58th Street. This reconstruction will consist of the installation of new reinforced concrete sewer pipe.

The Project will also include the installation of manholes, tuckpointing of portions of brick sewers as required and the temporary restoration of the Cicero Avenue roadway. 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 (except for the Preliminary Engineering Agreement and Addendum referred to in the fifth and sixth Whereas paragraphs of this Agreement).
13. That the estimated costs of the Project covered and described by this Agreement are:

	PHASE I	PHASE II
Contract Construction.....	\$2,417,000	\$4,715,000
Force Account Construction.....	403,000	779,000
Construction Engineering/Supervision.....	<u>237,000</u>	<u>458,000</u>
TOTALS:	\$3,057,000	\$5,952,000

GRAND TOTAL: \$9,009,000

and that based upon the agreed upon ratio of Federal to Non-Federal (State and Local) funds for this Interstate Road Substitution project, the proportional participation for the project will be:

PHASE I IX-128(61)	
Federal-Aid Share (City IX) (55.60% of \$3,057,000).....	\$1,699,692
Federal-Aid Share (Suburban IX) (29.41% of \$3,057,000).....	899,064
Non-Federal Share (State) (12.74% of \$3,057,000).....	389,462
Non-Federal Share (Chicago) (2.25% of \$3,057,000).....	<u>68,782</u>
PHASE I TOTAL:	\$3,057,000
PHASE II IX-128 (60)	
Federal-Aid Share (City IX) (55.60% of \$5,952,000).....	\$3,309,312
Federal-Aid Share (Suburban IX) (29.41% of \$5,952,000).....	1,750,483
Non-Federal Share (State) (12.74% of \$5,952,000).....	758,285
Non-Federal Share (Chicago) (2.25% of \$5,952,000).....	<u>133,920</u>

PHASE II TOTAL: \$5,952,000

GRAND TOTAL: \$9,009,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share State) shall be limited to a maximum of \$1,147,747, 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 the City and the State will make every effort to assure that this Project and the Cicero Avenue roadway construction (from 59th Street to I-55) will be closely coordinated to assure timely completion. The City will make every effort to assure that Phase I of the Project (from the Sanitary and Ship Canal to 47th Street and from 58th Street to 59th Street) will be let prior to June, 1986 and completed by December, 1986. The City will also make every effort to assure that Phase II of the Project (from 47th Street to 58th Street) will be let prior to April, 1987 and completed by December, 1988.
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 December 1, 1988.

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 effective by and from the date of its passage.

AUTHORITY GRANTED FOR EXECUTION OF CITY/STATE PROJECT
AGREEMENT FOR IMPROVEMENT OF NORTHEAST
ILLINOIS REGIONAL COMMUTER RAILROAD
CORPORATION GRADE CROSSINGS
AT VARIOUS LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a City/State project agreement for the improvement of the Northeast Illinois Regional Commuter Railroad Corporation grade crossings at various locations, in the amount of \$1,180,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is 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 Northeast Illinois Regional Commuter Railroad Corporation Grade Crossings at various locations described therein, said agreement to be substantially in the following form:

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 various Northeast Illinois Regional Commuter Railroad Corporation grade crossings, 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 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

Whereas, the City shall enter into a separate Agreement with the Northeast Illinois Regional Commuter Railroad Corporation for improvements to the Company's property.

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 roadway contract construction, force account construction and construction engineering/supervision, and the railroad force account construction and railroad construction supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and the 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, railroad force account construction, and railroad construction 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 Non-discrimination 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 improvement of three (3) railroad grade crossings of the Northeast Illinois Regional Commuter Railroad Corporation. These crossings are located on 115th Street east of Davol Street, on Monterey Avenue at Ashland Avenue, and on 111th Street at 1520 West.

The project will include reconstruction of the crossings through the roadways, with improved subgrade drainage, new ties, crushed rock ballast and welded rails. Prefabricated rubber crossing material will be installed. Devil strips between the tracks will be replaced. Unused tracks will be removed. Roadway approaches will be reconstructed and resurfaced, and required track grade improvements will be made. Curbs, gutters and sidewalks will be reconstructed as necessary. Railroad grade crossing protective devices will be relocated, replaced or installed, as appropriate. 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 superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

(1) Roadway Contract Construction	\$180,000
(1) Roadway Construction Engineering/Supervision	20,000
(2) Railroad Force Account Construction	890,000
(2) Railroad Construction Supervision	<u>90,000</u>
TOTAL:	\$1,180,000

(1) M-5000(562) (2) M-5000(538)

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 \$1,180,000)	\$887,124
Non-Federal Share (State)	
(24.82% of \$1,180,000)	<u>292,876</u>
TOTAL:	\$1,180,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$292,876 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 December 1, 1988.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Minority business enterprise provisions attached to this Agreement reads as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the United States 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.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

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

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

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT
BETWEEN CITY, CHICAGO UNION STATION
COMPANY, BURLINGTON NORTHERN
RAILROAD AND AMTRAK FOR
RECONSTRUCTION OF
ROOSEVELT ROAD
VIADUCT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City, Chicago Union Station Company, Burlington Northern Railroad and Amtrak for the reconstruction of the Roosevelt Road Viaduct.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality an Agreement between the City of Chicago, Chicago Union Station Company, Burlington Northern Railroad and Amtrak, for the reconstruction of the Roosevelt Road Viaduct, said Agreement to be substantially in the following form:

This Agreement, made and entered into this _____ day of _____ 1986, by and between the City of Chicago, a municipal corporation, hereinafter known as "City", and Chicago Union Station Company, hereinafter known as "C.U.S.", Burlington Northern Railroad Company, hereinafter known as "Burlington" and National Railroad Passenger Corporation, known as "Amtrak", collectively known as "Railroads".

Witnesseth:

Whereas, that portion of the existing W. Roosevelt Road Viaduct west of the South Branch of the Chicago River extends over the tracks owned and operated by Railroads by means of highway overpass structure; and

Whereas, the said highway overpass structure was originally constructed and maintained by the Railroads in accordance with the Chicago Union Station Company Ordinance adopted by the City Council of City of Chicago on March 23, 1914; and

Whereas, in the interest of public safety and convenience, the parties hereto propose to partially reconstruct the said overpass structure, substantially as shown on the contract plans and described in the specifications and prepared by the City; and

Whereas, the approval of the Illinois Commerce Commission has been granted for the partial reconstruction of the existing overpass structure in the manner herein proposed.

Now, therefore, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

Section 1. The Railroads agree to the extent of their right, title and interest to permit and cooperate in the partial reconstruction and maintenance of the existing highway overpass structure over and across their tracks and right-of-way without compensation other than the performance of this contract by the City.

The Railroads hereby grant temporary easements to the City, at no cost, to store materials and equipment to be used in connection with the work on property of the Railroads at such locations and at such times as shall be designated by the representatives of the Railroads, provided that no such storage shall interfere with the operations of the Railroads. Railroads also grant City, at no cost, temporary easements at the track level of Railroads' property for the purpose of performing the work hereunder and all necessary maintenance in such manner as shall not duly interfere with the operations of the Railroads and shall meet with the prior approval of the Railroads.

Section 2. The City shall secure or cause to be secured, without cost or expense to the Railroads, all other rights or property required for or incident to the partial reconstruction

of the highway overpass structure and the approaches thereto, excepting that provided for in Section 1 above.

Section 3. The preliminary and detailed plans, specifications and special provisions for partial reconstruction of the highway overpass structure and all highway appurtenances, shall be prepared by or for the City and all such plans, specifications and special provisions shall be subject to approval by authorized representatives of the Railroads to the extent they affect any property of the Railroads.

Section 4. The plans and estimates of cost of all items set forth hereinafter in Section 6-B shall be prepared by the Railroads and all such plans and estimates shall be subject to approval by an authorized representative of the City.

Section 5. No changes shall be made on any approved plans, specifications or special provisions by any party hereto without the consent in writing of the other party.

Section 6. The parties hereto shall construct or cause to be constructed, in substantial accordance with the approved plans, specifications and special provisions, the following items of work:

- A. Work by the City: The City shall furnish or cause to be furnished, at its expense, all the labor, materials and work equipment required to perform and complete the following:
 - (a) The preliminary engineering required for preparation of plans, specifications and special provisions as set forth in Section 3 above.
 - (b) The partial reconstruction of the highway overpass structure.
 - (c) The reconstruction engineering incidental to the work performed hereunder by the City.
 - (d) Incidental work necessary to complete the items hereinabove specified.

The City's work shall be awarded to a competent and experienced contractor or contractors who have adequate equipment, organization and finances, and the Railroads shall be notified of the contractor or contractors receiving such award for all work affecting the Railroads' interest.

B. Work by the Railroads:

- 1. C.U.S. shall furnish or cause to be furnished at its sole reimbursable cost of \$891,863.00 to be paid from Account No. 302- 1342-893, all the labor, materials and work equipment to perform and complete the following:
 - a) All temporary and permanent alteration or relocation of communication and signal lines, signals, railroad appurtenances, railroad-owned utilities and yard facilities in C.U.S. right-of-way.

- b) Construction of two new signal bridges including foundations.
 - c) Removal of existing signal bridges attached to the viaduct.
 - d) Providing new signals, signs, lights and sirens.
 - e) Relocation of gas regulator facility to City property.
 - f) Providing track insulation joints.
 - g) Furnishing, installing and removal of temporary roadway grade crossing in the C.U.S. right-of-way.
 - h) Incidental work necessary to complete the items herein above specified.
 - i) Furnishing flagmen services for the duration of the project.
- II. Amtrak shall furnish or cause to be furnished at its sole reimbursable cost of \$783,168.00 to be paid from Account No. 302- 1342-893, all labor, materials and work equipment to perform and complete the following:
- a) All temporary and permanent alteration or relocation of railroad appurtenances, railroad-owned utilities and yard facilities on Amtrak right-of-way.
 - b) Furnishing, installing and removal of temporary roadway grade crossing in the Amtrak right-of-way.
 - c) Modifying Inspection Building, including constructing temporary walls, doors, closures and permanent walls, roof and building facilities.
 - d) Incidental work necessary to complete the items hereinabove specified.
 - e) Furnishing flagmen services and a switch crew for the duration of the project.
- III. Burlington shall furnish or cause to be furnished at its sole reimbursable cost of \$532,717.00 to be paid from Account No. 302- 1342-893, all the materials and work equipment to perform and complete the following:
- a. All temporary and permanent alteration or relocation of communication and signal lines, signals, railroad appurtenances, railroad-owned utilities and yard facilities in Burlington's right-of-way.

- b. Demolition and removal of building wall on the south side of Roosevelt Road, east of Canal Street.
- c. Relocation of switch-tender shanty.
- d. Demolition and removal of the Gas Regulator Building, a garage, an electrical vault and a pump enclosure.
- e. Furnishing, installing and removal of temporary roadway grade crossing in the Burlington right-of-way.
- f. Incidental work necessary to complete the items hereinabove specified.
- g. Furnishing flagmen services for the duration of the project.

Section 7. The Railroads shall order material and, upon receipt thereof, shall commence this work when requested by the City and shall give the City's Bureau of Construction twenty-four (24) hours' notice before starting their work. All drawings submitted to the Railroads during construction will be reviewed by the Railroads and returned to the City within two weeks. Shop drawings of the superstructure shall not be submitted to the Railroads. All work shall be performed in compliance with the Federal Aid Highway Program Manual, Civil Rights Act of 1964, and the Illinois Fair Employment Practices Act and it is agreed the work shall be completed by 31 December, 1989.

Section 8. The City shall require its contractor to perform the work in accordance with the State of Illinois "Standard Specifications for Road and Bridge Construction" adopted October 1, 1983 and the "Supplemental Specifications" in effect on the date of invitation for bids.

Section 9. The Railroads shall furnish flagmen and other suitable personnel to the City's contractors for flagging protection during the highway overpass project while any work is being performed on or over property of the Railroads. The Railroads shall have control and direction of said personnel during the progress of the work, but the City shall require its contractors to assume the entire risk and responsibility for said flagmen or other personnel. The City shall reimburse the Railroads for the cost of said flagmen or other personnel.

Section 10. The City shall require its contractors to indemnify and save harmless the Railroads, and its Proprietary and Tenant Railroad Companies and all Railroads operating in this area, from and against any and all liability, damages, costs and expense for loss or damage to any property whatsoever and injury to or death of any persons whomsoever, arising or growing, in whole or in part, out of or in connection with the performance of any of the work in the partial reconstruction of said highway overpass structure.

Section 11. In addition to any other forms of insurance or bonds required under the terms of the Project, the City's contractors shall be required to carry insurance of the following kinds and amounts:

The provisions of Section 213 of the Contract Specifications and the monetary limits of \$2,000,000.00 and \$6,000,000.00 for each Railroad as set forth therein are incorporated herein by reference.

Section 12. Railroads shall not attach any utilities, equipment or appurtenances to the new viaduct structure without obtaining a permit from the City, provided the City will permit the Railroads to attach signs indicating the reduced clearances on the new viaduct, including wiring for such signs, if illuminated.

Section 13. The minimum clearances, with reference to the Railroads' track, or any necessary false work, bracing or forms as required for the partial reconstruction of the highway overpass structure, shall be not less than those existing.

Section 14. The Railroads agree to indemnify the City against and save it harmless from loss and damage to property, and injury to or death of any person or persons, and from court costs and attorney's fees, and expenses incidental thereto, arising out of the work to be performed hereunder by the Railroads, and caused by the negligence of the Railroads, or any contractor for the Railroads, or their respective officers, agents or employees.

Section 15. The City shall require its contractor (or contractors), before entering upon the Railroads right-of-way for performance of any construction work, or work preparatory thereto, to gain access to Railroads' property pursuant to the terms of this Agreement by conferring with Railroads relative to the requirements for railroad clearance and general safety regulations, subject to the provisions of Section 18 hereof.

Section 16. Railroads hereby grant City a right of access to the construction site from the Taylor Street ramp, from Canal Street south of Roosevelt Road, from Canal Street north of Roosevelt and from Lumber Street.

Section 17. The Amtrak ramp on the south side of Roosevelt Road west of the River connecting with the ground level of Lumber Street shall be closed during the period of construction.

Section 18. The safety and continuity of operation of the traffic of the Railroads and vehicular traffic shall be at all times protected and safeguarded, and all work that may affect the property, tracks or operations of the Railroads shall be performed at such times and in such manner as shall be mutually agreed upon by the City and the Railroads or their authorized representatives, and shall be performed in a manner to minimize interference with operations of the Railroads. The approval of the Railroads' authorized representatives shall not be considered as a release from responsibility or liability for any damage which the Railroads may suffer, or for which they may be held liable by the acts of the contractor, or those of his subcontractor, or his or their employees. The Railroads agree that they will not unduly delay the City, its contractors or subcontractors performing said work. The City will not permit any materials or equipment to be stored closer than 8 feet 6 inches from the nearest rail of any track and City shall require this limitation from its contractors.

Section 19. The City shall require its contractor (or contractors) upon completion of the work of such contractor (or contractors), to remove from within the limits of the Railroads'

right-of-way all machinery, equipment, surplus materials, false work, rubbish or temporary building of such contractor (or contractors), and to leave the right-of-way upon which the said contractors carried on operations in a neat condition, satisfactory to the authorized representatives of the Railroads.

Section 20. When the partial reconstruction of this grade separation project is completed, the City shall maintain at its expense or, by agreement with others, provide for the maintenance of the entire highway overpass structure, the approaches, drainage structures, and all highway facilities. In the event of railway derailments, accidents or collisions growing out of the negligence of the Railroads, and resulting in damage to the highway overpass structure, the City shall make the repairs necessary to restore the said structure substantially to its former condition, and the Railroads agree to reimburse the City for the total cost of such repairs. The Railroads further agree not to erect, nor grant permission to others to erect, any advertising signs within the limits of the highway's right-of-way lines extended across the Railroads property.

Section 21. In order to fulfill its maintenance obligation, the City shall have access to the structures whenever necessary for the performance of inspections, repairs and maintenance. The Railroads shall be notified prior to and whenever such activities affect its operations. All repair or maintenance work shall be performed in accordance with the applicable Standard Specifications of the State of Illinois in effect on the date the work is performed.

No temporary staging, forms or cribbing or maintenance equipment shall encroach within minimum clearances less than the controlling clearance with respect to said highway overpass structure in existence prior to performance of such maintenance unless written approval is obtained from the Railroads.

Section 22. The Railroads shall keep an accurate and detailed account of the actual cost and expense as incurred by it, or for its account, in the performance of the work for which it is to be reimbursed.

The Railroads, for performance of any work for which they are to be reimbursed may bill the City monthly (in sets of 4) for the costs and expenses they have incurred and the City shall promptly reimburse the Railroads the progressive invoiced amount. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The Railroads, upon completion of their work, shall render to the City a detailed statement (in sets of 4) of the actual cost and expenses as incurred by them or for their account. After the City's representatives have checked the progressive invoices and the final statement and they have agreed with Railroad's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the City shall promptly reimburse the Railroads for ninety-five (95) percent of the amount as agreed upon.

After Federal or State representatives have audited the expenses as incurred by the Railroads, including such items of expense as may have been suspended from any previous payment, the City shall promptly reimburse the Railroads for the retained percentages and suspended items of expense, less the deduction for any item (or items) of expense as may be found by the Federal or State representatives as not being eligible for reimbursement. If

the total of the item (or items) of expense as may be found by the Federal or State representatives as not being eligible for reimbursement exceeds the retained percentage plus any items of expense which may have been suspended, then the Railroads shall promptly reimburse the City for the overpayment.

Section 23. It is understood that the project herein contemplated shall be subject to all appropriate Federal laws, rules, regulations, orders and approval pertaining to all agreements, plans, estimates, specifications, award of contracts, acceptance of work and procedure in general. The City will reimburse the Railroads as hereinbefore provided, for only such items of work and expense and in such amounts and forms as are proper and are eligible for reimbursement.

Section 24. The City will coordinate the Roosevelt Road contract and the Lumber Street contract as a means of providing access.

Section 25. This Agreement shall be subject to all the conditions set forth in the "Standard Provisions for Highway - Railroad Agreements," incorporated herein by reference and the term "Company" as used therein shall be deemed to refer to C.U.S., Amtrak, or Burlington individually.

The Railroad's estimates do not include reimbursement for the cost of the insurance premiums for Railroads force account insurance. Liabilities of the Railroads not covered by insurance shall be subject to self-insurance by the Railroads.

Section 26. This Agreement shall become effective only after its approval by the Illinois Department of Transportation and, to the extent legally required, after approval by the Illinois Commerce Commission.

Section 27. This Agreement shall be binding upon the parties hereto, their successors or assigns.

In Witness Whereof, the parties have caused these presents to be executed by their proper officers thereunto duly authorized, as of the date first above written.

[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 No. 1 of the Division of Highways.

SECTION 3. That the ordinance shall be in force and effect from and after its passage.

AUTHORITY GRANTED FOR ALLOCATION OF MOTOR FUEL
TAX FUNDS FOR NEW ALLEY CONSTRUCTION
AT VARIOUS LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass nine proposed ordinances transmitted herewith authorizing allocation of motor fuel tax funds

for new alley construction in various wards in the City of Chicago in an amount of \$1,125,000.00.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

Nays -- None.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Allocation of Motor Fuel Tax Funds Authorized
for New Alley Construction 1986-1 Project
Number U-6041-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Thirteen Thousand Five Hundred Dollars (\$113,500.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-1 M.F.T. Project No. U-6041-00-PV for the construction of the following new alleys:

- | | |
|-------------|--|
| Alley No. 1 | Alley between West 49th Place, West 50th Street, P.C.C. & St. Louis Railroad R.O.W. and South Oakley Avenue; |
| Alley No. 2 | Alley between West 64th Street, West 64th Place, South Lawndale Avenue and South Hamlin Avenue; |
| Alley No. 3 | Alley between West 72nd Street, West 73rd Street, South Seeley Avenue and South Hoyne Avenue; |
| Alley No. 4 | Alley between West 54th Street, West 55th Street, South Kedvale Avenue and South Keeler Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this Project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principals with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Funds Authorized for New
Alley Construction 1986-2 M.F.T. Project Number
U-6042-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Forty-two Thousand Dollars (\$142,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-2 M.F.T. Project No. U-6042-00-PV for the construction of the following new alleys:

- | | |
|-------------|--|
| Alley No. 1 | Alley between West 126th Place, West 127 Street, South Eggleston Avenue and Pennsylvania Railroad R.O.W.; |
| Alley No. 2 | Alley between West 120th Street, Illinois Central Railroad, South Harvard Avenue and South Stewart Avenue; |
| Alley No. 3 | Alley between East 121st Street, East 121st Place, South Michigan Avenue and South State Street; |
| Alley No. 4 | Alley between West 125th Street, West 126th Street, South Union Avenue and South Emerald Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of

the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Funds Authorized for New
Alley Construction 1986-3 M.F.T. Project Number
U-6043-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Twenty-seven Thousand Dollars (\$127,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-3 M.F.T. Project No. U-6043-00-PV for the construction of the following new alleys:

- | | |
|-------------|--|
| Alley No. 1 | Alley between East 101st Street, East 102nd Street, South Rhodes Avenue and South Eberhart Avenue; |
| Alley No. 2 | Alley between East 104th Place, East 105th Street, South Dauphin Avenue and South Rhodes Avenue; |
| Alley No. 3 | Alley between East 101st Street, East 102nd Street, South Torrence Avenue and South Hoxie Avenue; |
| Alley No. 4 | Alley between East 102nd Street, East 103rd Street, South Forest Avenue and South Prairie Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Funds Authorized for New
Alley Construction 1986-4 M.F.T. Project
Number U-6044-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Twenty-Two Thousand (\$122,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-4 M.F.T. Project No. U-6044-00-PV for the construction of the following new alleys:

- | | |
|-------------|--|
| Alley No. 1 | Alley between East 81st Street, East 82nd Street, South Kingston Avenue and South Essex Avenue; |
| Alley No. 2 | Alley between East 79th Street, East 80th Street, South Oglesby Avenue and South Crandon Avenue; |
| Alley No. 3 | Alley between East 81st Street, East 82nd Street, South Clyde Avenue and South Chappel Avenue; |
| Alley No. 4 | Alley between East 84th Street, East 85th Street, South Jeffery Avenue and South Euclid Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Funds Authorized for New
Alley Construction 1986-5 M.F.T. Project
Number U-6045-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Twenty-eight Thousand Seven Hundred Dollars (\$128,700.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-5 M.F.T. Project No. U-6045-00-PV for the construction of the following new alleys:

- | | |
|-------------|---|
| Alley No. 1 | Alley between East 86th Street, East 87th Street, South Blackstone Avenue and South Dante Avenue; |
| Alley No. 2 | Alley between East 87th Street, East 88th Street, South Constance Avenue and South Creiger Avenue; |
| Alley No. 3 | Alley between East 92nd Street, East 92nd Place, South Cottage Grove Avenue and South Langley Avenue; |
| Alley No. 4 | Alley between East 99th Street, East 100th Street, South Sangamon Street and South Morgan Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Funds Authorized for
New Alley Construction 1986-6 M.F.T.
Project Number U-6046-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Nineteen Thousand Three Hundred Dollars (\$119,300.000) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-6 M.F.T. Project No. U-6046-00-PV for the construction of the following new alleys:

- | | |
|-------------|---|
| Alley No. 1 | Alley between West 81st Place, West 81st Street, Railroad Right-Of-Way and South Oakley Avenue; |
| Alley No. 2 | Alley between West 86th Street, West 87th Street, South Ada Street and South Loomis Street; |
| Alley No. 3 | Alley between West 93rd Street, West 94th Street, South Elizabeth Street and South Throop Street; |
| Alley No. 4 | Alley between West 93rd Street, West 94th Street, South May Street and South Racine Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Funds Authorized for
New Alley Construction 1986-7 M.F.T.
Project Number U-6047-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Thirty-two Thousand Seven Hundred Dollars (\$132,700.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-7 M.F.T. Project No. U-6047-00-PV for the construction of the following new alleys:

- | | |
|-------------|--|
| Alley No. 1 | Alley between West 100th Street, West 100th Place, South Eggleston Avenue and South Normal Avenue; |
| Alley No. 2 | Alley between West 100th Place, West 101st Street, South Eggleston Avenue and South Normal Avenue; |
| Alley No. 3 | Alley between West 101st Street, West 101st Place, South Eggleston Avenue and South Normal Avenue; |
| Alley No. 4 | Alley between West Steuben Street, West Edmaire Street, South Davol Street and South Vincennes Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Funds Authorized for New
Alley Construction 1986-8 M.F.T.
Project Number U-6048-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Thirty Thousand Eight Hundred Dollars (\$130,800.00) from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Alley Construction 1986-8 M.F.T. Project No. U-6048-00-PV for the construction of the following new alleys:

- | | |
|-------------|---|
| Alley No. 1 | Alley between West 109th Street, West 110th Street, South Lowe Avenue and South Union Avenue; |
| Alley No. 2 | Alley between West 109th Street, West 110th Street, South Parnell Avenue and South Wallace Street; |
| Alley No. 3 | Alley between West 110th Street, West 110th Place, South Wentworth Avenue and South Princeton Avenue; |
| Alley No. 4 | Alley between West 117th Street, West 118th Street, South LaSalle Street and South Wentworth Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

*Allocation of Motor Fuel Tax Funds Authorized for New
Alley Construction 1986-9 M.F.T.
Project Number U-6049-00-PV.*

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Hundred Nine Thousand (\$109,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1986-9 M.F.T. Project No. U-6049-00-PV for the construction of the following new alleys:

- | | |
|-------------|---|
| Alley No. 1 | Alley between West Fulton Street, West Washington Boulevard, North Laramie Avenue and North Latrobe Avenue; |
| Alley No. 2 | Alley between West Belle Plaine Avenue, West Irving Park Road, North Pittsburgh Avenue and North Plainfield Avenue; |
| Alley No. 3 | Alley between West School Street, West Belmont Avenue, North Olcott Avenue and North Oleander Avenue; |
| Alley No. 4 | Alley between West Norwood Avenue, West Peterson Avenue, North Melvina Avenue and North McLeod Avenue. |

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Board of Local Improvements of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

AUTHORITY GRANTED FOR AMENDMENT TO EXPENDITURE
OF MOTOR FUEL TAX FUNDS FOR NEW STREET
CONSTRUCTION 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 ordinance passed by the City Council on October 16, 1984 and appearing on pages 10003 and 10004 of the Council Journal, providing for the construction and engineering of M.F.T. Project No. 78-05033-00-PV be amended to increase the allocation of Motor Fuel Tax Funds from \$1,680,000.00 to \$1,770,000.00 so that Section 1 of the said ordinance shall read as follows:

Section 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Seven Hundred and Seventy Thousand Dollars (\$1,770,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1978-16 M.F.T. Project No. 78-05033-00-PV for the construction and engineering of the following new streets:

Easterly 1/2 of N. Ozanam Avenue	W. Talcott Avenue to W. Myrtle Avenue
N. Ozark Avenue	From approximately 520 feet north of W. Lunt Avenue to approximately 287 feet north
N. Olympia Avenue	N. Onieda Avenue to N. Otsego Avenue
N. Avondale Avenue	From its legal limits southeast of W. Columbia Avenue to W. Columbia Avenue
N. Oketo Avenue	From approximately 700 feet south of W. Talcott Avenue north to W. Talcott Avenue
	W. Palatine Avenue to W. Devon Avenue
	C. & N. W. Ry. to Northwest Highway
N. Odell Avenue	W. Bryn Mawr Avenue to W. Talcott Avenue
N. Nordica Avenue	W. Bryn Mawr Avenue to W. Talcott Avenue
W. Olive Avenue	N. Odell Avenue to N. Harlem Avenue

N. Narragansett Avenue	W. Eastwood Avenue to W. Gunnison Street
W. Thorndale Avenue	N. Canfield Avenue to N. Ozark Avenue
South 1/2 of W. Myrtle Avenue	N. Ozanam Avenue to approximately 140 feet east
W. Hortense Avenue	N. Canfield Avenue to approximately 322 feet east
W. Columbia Avenue	N. Ozanam Avenue to N. Avondale Avenue.

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF WATER
MAINS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted seven proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith, authorizing the installation of water mains at specified locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Walnut Street between North Kedzie Avenue and North Homan Avenue; 1,249 feet of 8-inch ductile iron water main, at the total estimated cost of \$154,547.06 chargeable to the Capital Improvement Account Number 200- (7930) - Construction. The above work is to be done under Order Number A- 00222.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Shields Avenue from West 57th Street to 518 feet S.S.L. of West 57th Street; 543 feet of 8-inch ductile iron water main, at the total estimated cost of \$73,668.18 chargeable to the Capital Improvement Account Number 200- (7930) - Construction. The above work is to be done under Order Number A- 00221.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West Schreiber Avenue from North Clark Street to North Ravenswood Avenue; 1,129 feet of 8-inch ductile iron water main, at the total estimated cost of \$133,878.16 chargeable to the Capital Improvement Account Number 200- (7930) - Construction. The above work is to be done under Order Number A- 00311.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North North Park Avenue between West North Avenue and West Schiller Street; 1,241 feet of 8-inch ductile iron water main, at the total estimated cost of \$163,232.06 chargeable to the Capital Improvement Account Number 200- (7930) - Construction. The above work is to be done under Order Number A- 00307.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in South Parnell Avenue between West 35th Street and West 33rd Street; 1,368 feet of 8-inch ductile iron water main, at the total estimated cost of \$170,229.47 chargeable to the Capital Improvement Account Number 200-(7930) - Construction. The above work is to be done under Order Number A-00252.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in

East 130th Street -- South Carondelet Avenue to South Burley Avenue

South Burley Avenue -- East 130th Street to East 133rd Street

East 133rd Street -- South Burley Avenue to South Mackinaw Avenue

South Mackinaw Avenue -- East 133rd Street to East 136th Street

East 136th Street -- South Mackinaw Avenue to South Buffalo Avenue

South Buffalo Avenue -- East 136th Street to East Brainard Avenue

East 131st Street -- South Burley Avenue to South Buffalo Avenue;

6,845 feet of 24-inch ductile iron water main, and 355 feet of 8-inch ductile iron water main, at the total estimated cost of \$1,295,340.90 chargeable to the Capital Improvement Account Number 200-(7930) - Construction. The above work is to be done under Order Number A-00242.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in North Kenton Avenue between West Dickens Avenue and West Palmer Street; 680 feet of 8-inch ductile iron water main, at the total estimated cost of \$74,384.41 chargeable to the Capital Improvement Account Number 200-(7930) - Construction. The above work is to be done under Order Number A-00237.

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

The Committee on Finance to which had been referred (November 20, December 4, 1985, February 26, March 12, 25, April 9, 16 and 23, 1986) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates and refund of various fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

FREE PERMITS.

Northwestern Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Northwestern Hospital, for renovation of the sixth floor on the premises known as 710 North Fairbanks Court.

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

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

Shriners' Hospital for Crippled Children.

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 Shriners' Hospital for Crippled Children, for construction of an addition to existing structure on the premises known as 2211 North Oak Park Avenue.

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

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

University of Illinois.

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 University of Illinois, 601 South Morgan Street for upgrading electrical power at the University of Illinois Eye and Ear Infirmary (G&M Electrical Contractors Co., 1746 N. Richmond Street-Chicago) on the premises known as 1855 West Taylor Street.

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

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

*University of Illinois/Student Residence and
Commons Building.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the University of Illinois/Student Residence and Commons Building, for electrical installations on the premises known as 700 South Halsted Street.

Said building shall be used exclusively for student residency 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.

LICENCE FEE EXEMPTIONS.

Florist.

Michael Reese Hospital and Medical Center.

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Fire, the following institution is hereby exempted from payment of the annual Florist Retail license fee for the year 1986:

Michael Reese Hospital and Medical Center
Lake Shore Drive at 31st Street.

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

Food Dispensers.

Moody Bible Institute.

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 Moody Bible Institute, 820 North LaSalle Street, is hereby exempted from payment of the annual Food Dispenser license fee for the year 1986.

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

Michael Reese Hospital and Medical 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 following institution is hereby exempted from payment of the annual Food Dispenser license fee, for the year 1986:

Michael Reese Hospital and Medical Center
Lake Shore Drive at 31st Street.

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

Saint Barnabas Urban Center, Incorporated.

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, Saint Barnabas Urban

Center, Inc., 4241 West Washington Boulevard, is hereby exempted from payment of the annual Retail Food Dispenser license fee for the year 1986.

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

Swedish Covenant Hospital Employee Cafeteria.

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 Swedish Covenant Hospital Employee Cafeteria, 5145 North California Avenue, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1986.

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

Swedish Covenant Hospital Service Guild Coffee Shop.

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 Swedish Covenant Hospital Service Guild Coffee Shop, 5145 North California Avenue, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1986.

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

Homes.

Bethesda Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bethesda Home, 2833 North Nordica Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1986.

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

Grace Convalescent Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Grace Convalescent Home 2800 West Grace Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1986.

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

Danish Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Danish Home, 5656 North Newcastle Avenue is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1986.

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

Home for the Aging.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Home for the Aging, 909 West Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1986.

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

Northwest Home for the Aged.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Northwest Home for the Aged, 6300 North California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1986.

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

St. Paul's House.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the St. Paul's House, 3831 North Mozart Street, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1986.

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

Hospitals.

Edgewater Hospital.

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

SECTION 1. Pursuant to Section 137-5 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 1986:

Edgewater Hospital
5700 North Ashland 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 1986:

Provident Medical Center
500 East 51st Street
Chicago, IL 60615.

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

Louis A. Weiss Memorial 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 1986:

Louis A. Weiss Memorial Hospital
4646 North Marine Drive.

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

CANCELLATION OF EXISTING WATER RATES.

Edgewater Hospital.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all previous and existing water rates assessed against Edgewater Hospital, 5700 North Ashland Avenue.

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

Kidney Dialysis Clinic/Chicago University.

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

SECTION 1. The Commissioner of Water is hereby authorized and directed to cancel water charges in the amount of \$292.63 for the period of June 7 through September 9, 1985, assessed against the Kidney Dialysis Clinic/The Chicago University, 1160 East 55th Street.

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

St. Paul Church of God in Christ.

Ordered, That the Commissioner of Water is hereby authorized and directed to waive water shut-off fees and existing water assessments charged against the properties located at 4519 South State Street, and 4510 South Wabash Avenue, acquired by St. Paul Church of God in Christ, 4526 South Wabash Avenue.

REFUND OF FEES.

DePaul University.

Ordered, That the City Comptroller is hereby authorized and directed to refund DePaul University for canopy permit deposit, sidewalk fee deposit, street sign relocation and temporary pavement markings in the amount of \$8,610.70 at Clifton and Fullerton Avenues.

CITY COMPTROLLER AUTHORIZED AND DIRECTED TO CANCEL
WARRANT FOR COLLECTION ISSUED AGAINST INNER
CITY IMPACT.

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

Ordered, That the City Comptroller is hereby authorized and directed to cancel warrant for collection No. B1-518726, in the amount of \$23.00 for annual building inspection fee, charged to the Inner City Impact, 2704 West North Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

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

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

Nays -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 29752 thru 29757 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 the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party order printed on page 29758 of this Journal.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/14/86

POLICE ORDERS

EMPLOYEE	EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ADAMS	JAMES J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	12/22/85	252.38
ADAMS	MARVIN J	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/85	349.00
AHLGREN	TERRY	POLICE OFFICER	FIRST DISTRICT	1/21/86	235.90
ALEXANDER	JERI L	POLICE OFFICER	TWELFTH DISTRICT	8/24/85	38.00
ALEXANDER	JERI L	POLICE OFFICER	TWELFTH DISTRICT	1/24/86	212.28
ALLEN	DAI FRIE L	POLICE OFFICER	RECRUIT TRAINING	9/12/85	168.00
ANDREWS	JOHN R	POLICE OFFICER	TENTH DISTRICT	1/16/86	97.00
ANGEL O	THOMAS H	POLICE OFFICER	SIXTEENTH DISTRICT	2/17/86	99.00
AROLD D	LUTHER D	POLICE OFFICER	THIRD DISTRICT	1/16/86	1012.75
AROLE JR	BOB E	POLICE OFFICER	EIGHTEENTH DISTRICT	1/21/85	60.00
BATTLE	EDWARD L	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	11/18/85	73.00
BERTHA	MILTON	POLICE OFFICER	FOURTH DISTRICT	5/09/81	180.00
BLALAS	WILLIAM	POLICE OFFICER	SEVENTH DISTRICT	9/29/85	29.00
BLAKE	MARY ANN	POLICE OFFICER	SIXTH DISTRICT	1/05/86	189.50
BOKORSKI	BENJAMIN J	POLICE OFFICER	FOURTH DISTRICT	11/25/85	3388.30
BRADY	GABRIEL	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/20/85	1466.00
BRANDENBURGER	JARVIS H	POLICE OFFICER	FIRST DISTRICT	6/07/85	23.00
BRAZEL	SANDRA E	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/22/86	78.00
BRENNAN	PAULINA	POLICE OFFICER	SECOND DISTRICT	7/28/85	78.00
BROWN	ROBERT	POLICE OFFICER	THIRTEENTH DISTRICT	2/11/86	2661.00
BROWN	DAVID	POLICE OFFICER	SEVENTH DISTRICT	2/09/86	188.00
BRUCK	EDWARD J	POLICE OFFICER	SECOND DISTRICT	2/12/86	210.50
BUNCH	RAYMOND W	POLICE OFFICER	TWELFTH DISTRICT	2/07/86	296.50
BURKE	EDWARD	POLICE OFFICER	SEVENTH DISTRICT	1/19/86	36.00
BUTLER	PATRICK J	POLICE OFFICER	FIRST DISTRICT	9/30/85	63.00
CAFFOPO	JAMES	POLICE OFFICER	TENTH DISTRICT	2/11/86	156.95
CALDERONE	LEONARD P	POLICE OFFICER	GANG PRIMS ENFORCEMENT DIVIST	10/11/85	136.50
CAMEN	ROBERT	POLICE OFFICER	SIXTEENTH DISTRICT	2/25/86	326.20
CAMPBELL	PATRICK T	POLICE OFFICER	SECOND DISTRICT	7/18/85	3114.85
CASEY	LARRY D	POLICE OFFICER	FIFTH DISTRICT	2/17/85	92.50
CAYLOR	MICHAEL J	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/05/85	368.00
CHICZEMENT	CARL F	POLICE OFFICER	SEVENTH DISTRICT	2/06/85	30.00
CHURCH	JOSEPH T	POLICE OFFICER	ELEVENTH DISTRICT	9/19/85	15.00
CLARE	ANDREW R	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/02/85	30.00
CLAREN	PATRICIA S	POLICE OFFICER	SEVENTH DISTRICT	2/16/86	112.00
COLLINS	MICHAEL V	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/01/86	400.00
COLLINS	CLARENCE D	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/11/86	95.00
COMPTON	JRIN T	POLICE OFFICER	THIRD DISTRICT	2/13/86	149.65
COOL	AKHIB C	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/23/85	156.00
CORRY	JAMES C	POLICE OFFICER	SIXTH DISTRICT	1/15/86	71.50
DESSANO	CHARLES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/01/86	127.33
DIGES	RONALD D	POLICE OFFICER	EIGHTEENTH DISTRICT	12/04/85	927.00
DIXON	GREGORY	POLICE OFFICER	SEVENTH DISTRICT	10/28/85	300.00
DOLAN	OLIVE	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	9/03/85	708.50
DONNELLY	JAMES H	POLICE OFFICER	SEVENTH DISTRICT	11/16/85	69.00
DOYLE	PHILIP	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/05/86	73.00
	MICHAEL	POLICE OFFICER	TWELFTH DISTRICT	3/14/85	325.80
	MICHAEL	POLICE OFFICER	NINETEENTH DISTRICT	2/02/86	215.20

5/14/86

REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/14/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
INAMORON	POLICE OFFICER	CANINE UNIT	2/19/85	139.00
IRWIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/20/86	81.00
JURGEN	POLICE OFFICER	EIGHTEENTH DISTRICT	11/23/84	40.00
DURN	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/18/86	135.00
EGAN	POLICE OFFICER	TENTH DISTRICT	2/08/86	106.00
ELAH	POLICE OFFICER	DETAIL UNIT	2/05/86	105.50
ENTRESS	POLICE OFFICER	NINTH DISTRICT	1/04/86	259.75
FEINGOLD	PASAMUNTIC	DETECTIVE DIV AREA 3 PROPERTY	12/15/85	88.70
FELNER	POLICE OFFICER	PUBLIC HEATING DIVISION-SOUTH	2/17/86	231.50
FITZGERALD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/11/86	209.75
FITZTHORNS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/20/86	88.95
FLEHRIG	POLICE OFFICER	FIFTH DISTRICT	2/09/86	202.35
FLONES	POLICE OFFICER	ELEVENTH DISTRICT	2/13/86	153.50
FLONES	POLICE OFFICER	FOURTEENTH DISTRICT	1/24/86	330.75
FOLINAZZO	POLICE OFFICER	YOUTH DIVISION AREA FOUR	9/19/80	35.00
FRANK	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/25/86	280.00
FURBOLI	POLICE OFFICER	CHARGE LAW ENFORCEMENT	7/28/85	70.00
FULLER	POLICE OFFICER	EIGHTEENTH DISTRICT	2/12/86	67.40
FURDA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/11/85	70.00
GAINES	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/15/85	90.00
GARLSON	POLICE OFFICER	YOUTH DIVISION AREA THREE	2/10/86	91.00
GILMER	POLICE OFFICER	SECOND DISTRICT	2/10/86	75.00
GIUVENLO	POLICE OFFICER	NINETEENTH DISTRICT	1/17/86	157.00
GLYNN	POLICE OFFICER	FOURTEENTH DISTRICT	6/01/85	29.00
GOKRON	POLICE OFFICER	EIGHTH DISTRICT	1/15/86	68.00
GOMEZ	POLICE OFFICER	FOURTEENTH DISTRICT	11/09/85	163.75
GORDON	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/25/85	148.50
GOUGH	POLICE OFFICER	FOURTH DISTRICT	6/01/85	20.00
GRAEBER	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/05/86	198.00
GRAEBER	POLICE OFFICER	EIGHTH DISTRICT	11/13/85	72.38
GRAHAM	POLICE OFFICER	SECOND DISTRICT	2/27/86	101.00
GRosz	POLICE OFFICER	FOURTEENTH DISTRICT	1/23/86	172.00
GRUB	POLICE OFFICER	FOURTEENTH DISTRICT	3/17/85	17.00
HACK	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/03/85	11.88
HAGARTY	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISIK	12/16/85	204.15
HAMILTON	POLICE OFFICER	TWENTIEH DISTRICT	2/11/86	291.50
HARRIS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/04/86	144.00
HARRING	POLICE OFFICER	TWENTH DISTRICT	4/11/85	209.00
HICKS	POLICE OFFICER	SECOND DISTRICT	7/31/85	307.50
HINKLE	POLICE OFFICER	YOUTH DIVISION AREA ONE	11/06/84	40.00
HUTTON	POLICE OFFICER	EIGHTH DISTRICT	2/23/85	200.00
JACKSON	POLICE OFFICER	INTELLIGENCE SECTION	2/06/86	171.00
JACKSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/16/86	270.35
JACKSON	POLICE OFFICER	RECRUIT TRAINING	2/27/86	77.85
JANNICK	POLICE OFFICER	THIRTEENTH DISTRICT	1/24/86	214.00
JOHNSON	POLICE OFFICER	SIXTEENTH DISTRICT	9/16/85	1525.00
JOHNSON	POLICE OFFICER	FOURTH DISTRICT	11/15/85	220.00
JOHNSON	POLICE OFFICER	EIGHTEENTH DISTRICT	2/16/86	89.00
JOHNSON	POLICE OFFICER	EIGHTEENTH DISTRICT	1/13/85	189.50

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/14/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KALFAS	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/27/85	363.64
KARLIK	POLICE OFFICER	TENTH DISTRICT	1/12/86	232.00
KATAUSKAS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	12/28/85	239.00
KEARNS	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	2/10/86	229.50
KEUDE	POLICE OFFICER	OHARE LAW ENFORCEMENT	1/14/86	70.00
KLICH	POLICE OFFICER	EIGHTEENTH DISTRICT	2/27/86	184.80
KORLOR	POLICE OFFICER	FIRST DISTRICT	5/28/85	80.00
KODJUMALIAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/03/85	14.00
KODJUMALIAN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	7/08/85	111.00
KOUSE	POLICE OFFICER	FIRST DISTRICT	2/11/86	141.20
KURKONICH	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	11/01/85	40.00
LASBIB	POLICE OFFICER	NINTH DISTRICT	1/08/86	241.50
LEONARD	POLICE OFFICER	SIXTH DISTRICT	4/25/83	45.00
LEONARD	POLICE OFFICER	FIFTEENTH DISTRICT	1/24/86	74.00
LEONARD	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/25/85	25.00
LEZARD	POLICE OFFICER	THIRD DISTRICT	11/04/85	180.00
LIFE	POLICE OFFICER	CENTRAL DETENTION SECTION	10/17/85	201.50
LIFT	POLICE OFFICER	ELVENTH DISTRICT	7/06/85	208.50
LYONS	POLICE OFFICER	FOURTEENTH DISTRICT	6/19/85	34.00
MALACHSEN	POLICE OFFICER	SEVENTH DISTRICT	12/18/85	1326.00
MAKIN	POLICE OFFICER	THIRTEENTH DISTRICT	1/04/86	134.00
MARTIN	POLICE OFFICER	SEVENTEENTH DISTRICT	1/15/86	1223.00
MATHESON	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/10/86	187.00
MAY	POLICE OFFICER	TENTH DISTRICT	1/15/84	150.00
MCCLAIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/20/86	1911.48
MCCRATH	POLICE OFFICER	NINTH DISTRICT	6/21/85	292.30
MCLAURIN	POLICE OFFICER	NINTH DISTRICT	1/06/86	572.50
MELONE	POLICE OFFICER	NINTH DISTRICT	1/16/86	364.00
MIRLICK	POLICE OFFICER	EIGHTH DISTRICT	12/28/85	1370.00
MITCHELL	POLICE OFFICER	FOURTH DISTRICT	1/26/86	603.00
MITZNER	POLICE OFFICER	EIGHTEENTH DISTRICT	1/26/86	843.90
MURIN	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/16/86	137.75
MURPHY	POLICE OFFICER	FOURTEENTH DISTRICT	4/13/85	14.00
MURPHY	POLICE OFFICER	FOURTEENTH DISTRICT	5/12/85	14.00
MURKAY	POLICE OFFICER	SEVENTEENTH DISTRICT	9/23/85	66.00
MUE	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/20/86	257.00
MELLIUGH	POLICE OFFICER	NINTH DISTRICT	1/08/86	241.50
MOIGERQUER	POLICE OFFICER	FIFTEENTH DISTRICT	1/04/86	83.60
NOVAK	POLICE OFFICER	SIXTEENTH DISTRICT	1/15/86	289.50
NOVAK	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/04/86	199.00
OCALLAGHAN	POLICE OFFICER	ELVENTH DISTRICT	10/30/85	145.00
ODONORR	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/85	1056.50
ODONORR	POLICE OFFICER	FOURTH DISTRICT	6/05/85	326.00
ODONORR	POLICE OFFICER	NINTH DISTRICT	5/08/85	38.00
OLINGER	POLICE OFFICER	NINTH DISTRICT	2/15/84	50.00
OLINGER	POLICE OFFICER	YOUTH DIVISION AREA THREE	1/17/85	307.80
PALUMBO	POLICE OFFICER	NINTH DISTRICT	5/31/85	206.00
PANABAS	POLICE OFFICER	SEVENTH DISTRICT	1/06/86	373.00
PANSOTT	POLICE OFFICER	SEVENTH DISTRICT	1/23/86	70.50
PASTERNAK	POLICE OFFICER	TWENTY-SECOND DISTRICT		

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/14/86

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE IN-LAID	VOUCHER TOTAL
FATTOR	POLICE OFFICER	SEVENTEENTH DISTRICT	1/23/86	110.75
FERRINS	POLICE OFFICER	TWELFTH DISTRICT	1/21/86	145.00
FERUSICH-GROELLER	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/21/85	615.00
FESING	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	9/16/85	59.00
FETERS	POLICE OFFICER	NINETEENTH DISTRICT	1/26/86	64.50
FROTT	POLICE OFFICER	FIFTEENTH DISTRICT	9/07/85	334.00
GUINN	POLICE OFFICER	NINTH DISTRICT	8/03/85	542.00
KARL TL	POLICE OFFICER	SEVENTH DISTRICT	12/10/85	112.00
KEGAN	POLICE OFFICER	FIRST DISTRICT	6/08/85	16246.33
KESEKRE	POLICE OFFICER	ELEVENTH DISTRICT	12/25/85	377.00
KEW	POLICE OFFICER	THIRTEENTH DISTRICT	1/30/86	3896.23
KEYES	POLICE OFFICER	SEVENTH DISTRICT	1/21/86	349.00
RICHARDSON	POLICE OFFICER	TWENTY-FIRST DISTRICT	6/19/85	564.00
ROUBENBACH	POLICE OFFICER	SEVENTH DISTRICT	1/02/86	306.00
ROHLACK	POLICE OFFICER	THIRTEENTH DISTRICT	1/23/86	75.00
RYKENT	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/05/85	181.00
KYLAND	POLICE OFFICER	THIRTEENTH DISTRICT	1/31/86	313.00
SALCO	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/26/85	355.80
SARDERS	POLICE OFFICER	FIFTEENTH DISTRICT	12/02/85	206.00
SCOTT	POLICE OFFICER	SECOND DISTRICT	8/15/85	90.00
SCOTT	POLICE OFFICER	SIXTH DISTRICT	1/23/86	199.00
SIMS	POLICE OFFICER	EIGHTH DISTRICT	1/15/86	277.85
SALTH	POLICE OFFICER	RECURS INQUIRY SECTION	1/09/86	309.23
SPIEGEL	POLICE OFFICER	SEVENTEENTH DISTRICT	1/13/86	25.00
STASCH	POLICE OFFICER	FIFTEENTH DISTRICT	1/11/79	130.00
STALLE	POLICE OFFICER	CHARGE LAW ENFORCEMENT	1/09/86	485.00
STUBBS	POLICE OFFICER	FIRST DISTRICT	10/22/85	130.00
SULLIVAN	POLICE OFFICER	FLEVENTH DISTRICT	1/11/86	391.00
SUMNERVILLE	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/09/78	15.00
SUTKENSKI	POLICE OFFICER	VICE CONTROL SECTION	9/08/84	90.00
SZCZEPANLOK	POLICE OFFICER	SIXTEENTH DISTRICT	1/16/86	231.00
TARONA	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/20/85	4627.00
TARDARIC	POLICE OFFICER	SIXTH DISTRICT	6/04/81	320.00
TOIGRO	POLICE OFFICER	PUBLIC HOUSING DIVISION NORTH	5/09/84	365.15
TOVO	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	1/26/85	455.50
TRIMBLE	POLICE OFFICER	SPECIAL OPERATIONS GROUP-NORTH	1/16/86	86.00
TYSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/15/84	31.00
ORUKAS	POLICE OFFICER	CHARGE LAW ENFORCEMENT	2/15/85	120.00
VANDERBUSH	POLICE OFFICER	ELEVENTH DISTRICT	1/15/86	107.50
VANSTELDM	POLICE OFFICER	EIGHTEENTH DISTRICT	1/26/86	65.00
WALSH	POLICE OFFICER	EIGHTEENTH DISTRICT	9/08/85	2928.12
WALLACE JR	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISR	1/22/86	377.70
WATERLOO	POLICE OFFICER	SEVENTEENTH DISTRICT	1/02/86	48.00
WELSH	POLICE OFFICER	THIRD DISTRICT	1/15/86	274.50
WELSH	POLICE OFFICER	TWENTYTH DISTRICT	12/03/85	1108.25
WHITE	POLICE OFFICER	FOURTH DISTRICT	1/16/86	161.00
WILLIAMS	POLICE OFFICER	ELEVENTH DISTRICT	12/26/85	379.00
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	8/11/85	190.00
ZALALIS	POLICE OFFICER			

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 5/14/86
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ZAWISLAN	POLICE OFFICER	EIGHTH DISTRICT	1/19/86	303.00
BALY	PARAMEDIC	DISTRICT RELIEF 4	12/09/85	44.00
BARRON	FIRE FIGHTER	ENGINE COMPANY 56	5/23/85	100.00
BARRON	FIRE FIGHTER	ENGINE COMPANY 56	12/09/85	628.50
BELL	FIRE FIGHTER	TRUCK 51	5/08/75	274.08
BONGIORNO	FIRE FIGHTER	ENGINE COMPANY 57	9/03/85	283.00
BOYCE	FIRE FIGHTER	ENGINE COMPANY 95	12/01/85	111.00
BURKE JR	FIRE FIGHTER	TRUCK 8	9/03/85	209.50
BURNS	PARAMEDIC	DISTRICT RELIEF 1	9/19/85	127.00
CARROLL	PARAMEDIC	AMBULANCE 6	9/04/85	59.05
CARROLL	FIRE FIGHTER	TRUCK 49	12/30/85	108.00
CASPER	FIRE FIGHTER	ENGINE COMPANY 43	11/01/85	180.00
CASPER	FIRE FIGHTER	TRUCK 29	12/20/85	135.10
CASEY	FIRE FIGHTER	TRUCK 29	9/07/85	239.00
CHERNO	FIRE FIGHTER	TRUCK 17	12/27/85	104.00
CHRISTENSEN	FIRE FIGHTER	ENGINE COMPANY 99	12/26/85	76.00
COLEMAN	PARAMEDIC	ENGINE COMPANY 19	4/14/85	12.50
CUNAWAY	PARAMEDIC	AMBULANCE 12	11/21/85	111.00
CURRONS	FIRE FIGHTER	ENGINE COMPANY 84	11/03/85	157.00
COYNE	ENGINEER	ENGINE COMPANY 109	12/21/85	218.50
COYNE	FIRE FIGHTER	TRUCK 10	11/24/85	101.40
DELAHAY	ENGINEER	DISTRICT RELIEF 2	11/28/85	336.00
DELLA	PARAMEDIC	AMBULANCE 22	8/12/85	305.50
DELLA	FIRE FIGHTER	ENGINE COMPANY 93	11/17/85	111.46
DELUQUITY	FIRE FIGHTER	ENGINE COMPANY 56	2/01/85	142.00
DEW	PARAMEDIC	AMBULANCE 23	12/04/85	240.00
DEW	CAPTAIN	DISTRICT RELIEF 4	11/08/85	180.75
DWYER	FIRE FIGHTER	BATTALION 10	11/03/85	49.00
FUCHERDA	FIRE FIGHTER	TRUCK 44	12/18/85	94.85
FLAHERTY	FIRE FIGHTER	ENGINE COMPANY 89	12/30/85	59.75
FOURTE	FIRE FIGHTER	TRUCK 24	12/11/85	104.10
FOX	FIRE FIGHTER	ENGINE COMPANY 129	1/21/86	139.20
FRIDISS	FIRE FIGHTER	AMBULANCE 14	5/31/85	43.00
GARDNER	LIEUTENANT	ENGINE COMPANY 126	1/17/86	187.35
GARR	LIEUTENANT	TRUCK 10	11/16/85	62.00
GARR	FIRE FIGHTER	TRUCK 61	1/06/85	28.00
GORNY	FIRE FIGHTER	TRUCK 25	1/15/84	75.00
GRIFFIN	FIRE FIGHTER	ENGINE COMPANY 95	11/15/85	106.68
GUTIELLO	FIRE FIGHTER	TRUCK 4	9/16/85	51.10
HAIN	FIRE FIGHTER	ENGINE COMPANY 96	10/22/85	177.00
HANNS	PARAMEDIC	DISTRICT RELIEF 4	11/30/85	136.15
HOLLAND	LIEUTENANT	TRUCK 34	10/12/85	1587.95
HORTER	FIRE FIGHTER	ENGINE COMPANY 16	11/13/85	325.50
HUSSEY	ENGINEER	BATTALION 17	1/05/85	2956.78
JACIA	ENGINEER	ENGINE COMPANY 43	11/15/85	123.50
JASLOWSKI	LIEUTENANT	TRUCK 32	12/07/85	425.74
JEFFRIES	PARAMEDIC	AMBULANCE 22	12/12/85	154.40
KAMA	PARAMEDIC	DISTRICT RELIEF 4	10/10/85	175.58
KELLY	POLICE OFFICER	AMBULANCE 21	9/25/85	109.23

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REPORTS OF COMMITTEES

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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/14/86

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
NEHEDY	FIREFIGHTER	SQUAD 1	2/22/85	133.00
KENNEY	PARAMEDIC	AMBULANCE 19	7/30/85	481.75
KEYS	FIREFIGHTER	TRUCK 33	12/01/85	52.00
KING	PARAMEDIC	DISTRICT RELIEF 4	10/14/85	318.26
LEVIN	PARAMEDIC	DISTRICT RELIEF 1	9/30/85	142.50
LIGUE	PARAMEDIC	DISTRICT RELIEF 5	12/23/85	61.00
LOGAN	FIREFIGHTER	TRUCK 34	12/22/85	329.80
LORBEREN	CAPTAIN	TRUCK 16	10/12/85	5545.65
LURIZ	PARAMEDIC	DISTRICT RELIEF 4	10/10/85	112.50
MARBLE	FIREFIGHTER	ENGINE COMPANY 109	11/03/85	15.00
MCDUGIN	FIREFIGHTER	ENGINE COMPANY 22	12/05/85	2088.65
MELLER	FIREFIGHTER	ENGINE COMPANY 7	11/27/85	100.00
MONCE	BATTALION CHIEF	BATTALION 23	1/26/86	115.00
RICE	BATTALION CHIEF	BATTALION 19	12/25/85	321.75
RHREVOICH	FIREFIGHTER	TRUCK 33	12/25/85	119.00
RUBENI	FIREFIGHTER	TRUCK 49	10/08/85	218.00
PAZEBANF	FIREFIGHTER	ENGINE COMPANY 116	1/08/86	315.00
PLFENIK	ENGINEER	DISTRICT RELIEF 2	2/06/86	204.00
PLUMSKI	PARAMEDIC	ENGINE COMPANY 10	9/09/85	130.00
PLUMMER	FIREFIGHTER	ENGINE COMPANY 126	1/26/86	159.90
POMER	BATTALION CHIEF	BATTALION 13	2/07/85	257.95
PYETZEL	FIREFIGHTER	ENGINE COMPANY 57	1/18/86	159.43
RADELA	FIREFIGHTER	TRUCK 18	6/07/85	121.00
REGALADO	FIREFIGHTER	ENGINE COMPANY 107	11/03/85	134.00
REIGNIER	FIREFIGHTER	ENGINE COMPANY 46	2/21/86	536.60
REILLY	FIREFIGHTER	TRUCK 8	1/30/80	508.87
RELMER	FIREFIGHTER	ENGINE COMPANY 78	7/28/85	45.00
RICKERT	BATTALION CHIEF	FIRE SUBPRESSION HEADQUARTERS	1/13/85	162.50
RIDDIH	FIREFIGHTER	SQUAD 1	1/07/86	333.00
SARFSUN	FIREFIGHTER	ENGINE COMPANY 78	10/20/85	30.00
SANICKI	FIREFIGHTER	TRUCK 41	1/18/86	425.50
SCHAEFER	FIREFIGHTER	CARDIAC TRAINING	5/08/85	80.00
SCHMIDT	PARAMEDIC	AMBULANCE 8	10/28/85	292.75
SCHULZ	PARAMEDIC	AMBULANCE 45	6/03/85	21.00
SLAY	FIREFIGHTER	TRUCK 7	12/12/85	106.00
SEEDHAUER	PARAMEDIC	AMBULANCE 26	8/15/85	158.00
SHADLOW	FIREFIGHTER	ENGINE COMPANY 72	1/04/86	90.40
SANOFOLI	PARAMEDIC	AMBULANCE 38	7/13/85	1907.49
SHRO	PARAMEDIC	DISTRICT RELIEF 5	1/14/86	124.80
SPENCER	FIREFIGHTER	ENGINE COMPANY 38	12/14/85	44.00
STANBLE	PARAMEDIC	AMBULANCE 42	10/27/85	117.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	70546.50
TAYLOR	FIREFIGHTER	ENGINE COMPANY 72	10/04/85	259.35
TRACY	LIEUTENANT	DISTRICT RELIEF 5	7/19/85	86.00
TROTT	FIREFIGHTER	TRUCK 29	6/08/85	75.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 5/14/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BRANSELD	POLICE OFFICER	EIGHTEENTH DISTRICT	7/08/85	285.00
ERTCHEL	POLICE OFFICER	EIGHTH DISTRICT	4/18/85	44.00
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	2/08/82	225.00
CLANCY	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/09/85	23.70
COTTARI	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/11/89	280.00
CZERNIAK	POLICE OFFICER	SPECIAL OPERATIONS GROUP--WEST	5/10/84	265.00
ENGISH	POLICE OFFICER	FOURTEENTH DISTRICT	3/04/85	29.00
GAGNEY	POLICE OFFICER	CHARGE SECURITY	7/17/85	27.00
JARRISON	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/21/85	4690.54
KELLY	POLICE OFFICER	EIGHTH DISTRICT	1/31/86	203.00
NUSTRZEMA	POLICE OFFICER	FIFTEENTH DISTRICT	1/05/82	805.00
LULLO	POLICE OFFICER	SEVENTH DISTRICT	4/14/85	753.85
HILLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/11/85	81.00
BELLIJON	POLICE OFFICER	FOURTEENTH DISTRICT	1/31/85	64.00
MOJELSKI	POLICE OFFICER	FOURTEENTH DISTRICT	11/30/81	1349.00
PRYZNY	POLICE OFFICER	FOURTEENTH DISTRICT	1/24/86	180.00
MURROE	POLICE OFFICER	SIXTEENTH DISTRICT	12/05/82	215.00
MURDOEN	POLICE OFFICER	FIFTH DISTRICT	7/14/85	35.00
NESTS	POLICE OFFICER	INTELLIGENCE SECTION	1/27/84	197.00
RICHOLS	POLICE OFFICER	FOURTEENTH DISTRICT	1/31/85	255.50
PAULLA	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/27/85	5527.14
PAULICH	POLICE OFFICER	DETAIL UNIT	1/31/85	45.00
PEREZ	POLICE OFFICER	TENTH DISTRICT	1/30/86	236.50
SALUSINO	POLICE OFFICER	THIRTEENTH DISTRICT	10/15/85	2620.00
SCHMAB	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/17/86	585.00
SEBRY	POLICE OFFICER	THIRTEENTH DISTRICT	1/10/86	30.00
SERAFINI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/16/86	110.45
SHIMOSH	POLICE OFFICER	SIXTEENTH DISTRICT	1/13/81	875.00
SMITH	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/26/85	2200.00
SALTO	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	8/13/85	44.25
SEID	POLICE OFFICER	THIRTEENTH DISTRICT	1/07/86	30.00
SPEJREN	POLICE OFFICER	FOURTEENTH DISTRICT	1/24/85	165.00
TAKAKA	POLICE OFFICER	SEVENTEENTH DISTRICT	6/07/85	30.00
TRISOLERE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/05/86	174.00
UDRYCH	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	12040.14
MULLCOX	POLICE OFFICER	SEVENTH DISTRICT	1/14/86	106.00
WILLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/19/86	2452.00
MCHALLY	ENGINEER	ENGINE COMPANY 45	4/06/85	326.00

Re-Deferred -- EXECUTION OF LIMITED AGENCY AND
PARTICIPATION AGREEMENT BETWEEN CITY
AND STATE FOR IMPROVEMENTS AT
MIDWAY AIRPORT.

The Committee on Finance submitted a report recommending that the City Council re-fer a proposed ordinance to authorize the execution of a Limited Agency and Participation Agreement between City of Chicago and State of Illinois necessary for certain improvements at Midway Airport to the Committee on Aviation.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Deferred to the Committee on Aviation*.

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 for:

Polish Legion of American Veterans, May 17 and 18, 1986 (City wide);

Girl Scouts of Chicago, November 7 and 8, 1986 (City wide);

Variety Club of Illinois, September 25 and 26, 1986 (City wide).

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said communications and report were *Placed on File*.

Placed on File -- REPORT OF SETTLEMENT OF SUITS AGAINST
CITY DURING MONTH OF FEBRUARY, 1986.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication transmitting a list of all cases in which judgments were entered and settled against the City during the month of February, 1986.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

Action Deferred -- DENIAL OF RATIFICATION OF "PEOPLE
MOVER" CONTRACT WITH FRENCH MATRA GROUP.

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

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a resolution concerning the denial of ratification of the proposed "People Mover" contract with the French Matra Group, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed resolution transmitted herewith.

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

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

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

WHEREAS, French and American soldiers have been comrades-in-arms since the early days of our Republic; and

WHEREAS, In 1777, the French officer Marquis de Lafayette volunteered his services to the Continental Army; and

WHEREAS, In 1778, we signed the American-French alliance and France came into the Revolutionary War on our side and both countries agreed not to make peace without the consent of the other and we opened our ports to one another's commerce; and

WHEREAS, That alliance was negotiated by Benjamin Franklin, who was enormously popular in France; and

WHEREAS, France was thereby our first military ally; and

WHEREAS, That year, a French army of 6,000 was encamped near New York City, 3,000 more French soldiers moved up from the French West Indies and French naval units joined the American effort; and

WHEREAS, In 1781, the combined French-American army of 16,000 and the naval blockade of Chesapeake Bay defeated England's General Cornwallis at Yorktown, Virginia, and the hostilities between England and the American colonies were virtually ended; and

WHEREAS, When the French Revolution broke out in 1789, Americans applauded the new democracy; and

WHEREAS, In 1790, Lafayette sent the key to the Bastille to President George Washington, who proclaimed it "a token of victory gained by liberty over despotism;" and

WHEREAS, Benjamin Franklin, who along with John Adams and John Jay had negotiated the Treaty of Paris in 1782 that ended our Revolutionary War, became our first ambassador to the new French Republic; and

WHEREAS, Franklin was a beloved figure in France and he, in turn, loved and admired the French people; and

WHEREAS, The second American ambassador to France was Thomas Jefferson, who would be our third president; and

WHEREAS, Jefferson was an ardent foe of all despotism and he felt a great love and kinship for the French citizens, who, like their American brothers, had rid themselves of the shackles of tyranny; and

WHEREAS, The spirit of the French Revolution was shared by all Americans-a mutual hatred of tyrants and tyranny; and

WHEREAS, From the earliest days of our democracy Americans and Frenchmen shared this common bond of hatred of tyrants and tyranny; and

WHEREAS, A century later, American soldiers would cross the Atlantic to join the Allied armies in France and our troops played a decisive role during the last eight months of World War I; and

WHEREAS, One and half million American men saw fighting service on the western front and France; and

WHEREAS, At the end of the war, 100,000 Americans had died but the tyrant Germany had been defeated; and

WHEREAS, In 1944, American soldiers would again fight and die on French soil in the name of democracy-this time to liberate the French nation who had fallen to the "Mad-Dog" Hitler in 1940; and

WHEREAS, Within a month, a million Americans, Canadians and Britons poured onto the coast of Normandy and opened a front against the nazis and their mad-dog leader; and

WHEREAS, By August, 1944, those troops had liberated Paris and the following month crossed the borders of Germany, itself; and

WHEREAS, Thousands of Americans lie buried in French soil; and

WHEREAS, Those men gave their lives for the French cause-the cause of free men everywhere-just as Frenchmen gave their lives in Virginia in 1778 for the American cause-the first democracy; and

WHEREAS, The Statue of Liberty stands at the entry to the City of New York, holding the torch of freedom and welcoming immigrants; and

WHEREAS, The Statue of Liberty was a gift from the citizens of France to the citizens of the United States as a symbol of our mutual interests, our mutual respect and our long-standing friendship; and

WHEREAS, The current government of France has broken the tradition of mutual aid which has persisted for over two centuries by their recent refusal to allow American planes to fly over France on their mission to engage in justified retaliations against the "Mad Dog" tyrant Khadafy; and

WHEREAS, The French government's refusal of the use of their air space was a shocking display of cowardice and disloyalty; and

WHEREAS, This grievous wrong cannot go unanswered and the righteous indignation of the American people and the people of Chicago arising from this slap in the face must be effectively communicated to the timorous and "fair-weather friends" in the leadership of the present French government; and

WHEREAS, In the name of the thousands of Americans who lie in their cold graves in the field of France, we must deplore this outrageous isolationism because even as the United States has been a friend to France--France has turned her back on her friend; now, therefore,

Be It Resolved, That the City Council of the City of Chicago, invoking the spirits of Lafayette and DeGaulle and asking for the understanding and goodwill of the great majority of French citizens who support our action against the Libyan tyrant, deny ratification to the proposed \$119 million "People Mover" contract with the French Matra Group and hereby call upon the citizens of this great City to boycott all French products until that government renews its commitment against terrorism and reinforces its alliance with the United States to that end.

Action Deferred -- EXECUTION OF AGREEMENT BETWEEN CITY
AND GREAT LAKES NAVAL AND MARITIME MUSEUM.

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

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, an ordinance authorizing the execution of an agreement with the Great Lakes Naval and Maritime Museum waiving all rent due for the period June 28, 1982 to December 31, 1986, having had the same under

advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

The proposed ordinance transmitted with the foregoing committee report reads as follows:

WHEREAS, The Great Lakes Naval and Maritime Museum is an Illinois not-for-profit educational institution granted tax-exempt status by the Internal Revenue Service under Section 501 (c) (3) and is not a commercial or profit venture; and

WHEREAS, The U.S.S. Silverside is a memorial to the over four thousand sailors lost aboard the fifty-two American submarines sunk during World War II; and

WHEREAS, The museum's exhibits consist of the National Historic Landmarks such as the famous World War II United States Navy submarine U.S.S. Silverside, the Research Vessel Rachel Carson, and other naval and maritime ships, boats and artifacts; and

WHEREAS, The museum conducts educational programs on our naval and maritime heritage and ecology and environment of Lake Michigan and the Great Lakes which are attended by over ten thousand children annually; and

WHEREAS, These educational programs are the only ones of their kind available in the entire country and attract students throughout the United States; and

WHEREAS, The museum has and will continue to develop a naval and maritime museum and its program at no cost to the City of Chicago; now, therefore,

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

SECTION 1. That the Commissioner of Public Works and the City Comptroller are authorized to execute on behalf of the City of Chicago an agreement with the Great Lakes Naval and Maritime Museum waiving all rent and superceding all previous agreements for the period June 27, 1982 to December 31, 1986.

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

Action Deferred -- ALLOCATION OF MOTOR FUEL TAX FUNDS
FOR CONSTRUCTION OF WEST WILSON AVENUE FROM
NORTH KEDZIE TO NORTH WESTERN AVENUES.

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

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the allocation of Motor Fuel Tax funds for the construction of Wilson Avenue from Kedzie to Western Avenues in the amount of \$1,200,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of One Million Two Hundred Thousand Dollars (\$1,200,000) from that part of the Motor Fuel Tax Fund which as been or may be allocated to the City of Chicago for the construction of the following residential streets:

Wilson Avenue from Kedzie to Western Avenues.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for all work in connection with the engineering and construction of said improvements, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary engineering and construction work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated to any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, this project shall be terminated by ordinance and any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Public Works shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Public Works.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

Action Deferred -- FILING OF APPLICATIONS FOR
ILLINOIS DEVELOPMENT ACTION GRANTS
FOR VARIOUS PROJECTS.

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

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, an ordinance authorizing application to the Illinois Development Finance Authority for eight (8) Illinois Development Action Grants for the following projects in the following amounts:

- A. Playskool Industrial Park Phase II, located at a site between Augusta

Boulevard, Chicago Avenue, Kilbourn Avenue and Chicago-Northwestern Railroad tracks.

Amount: \$1,000,000

B. Studio Network, Inc., located at 1032-1058 West Washington Boulevard.

Amount: \$1,000,000

C. Kedzie Plaza South Project, located at Kedzie Avenue and 47th Street.

Amount: \$200,000

D. 87th Street Development Project, to be located at 1111 East 87th Street.

Amount: \$400,000

E. Pilsen Townhouse Project, to be located at scattered sites between 19th Place and Cullerton Avenue.

Amount: \$500,000

F. Paul Stewart Apartment Project, to be located at 41st Street and Vincennes Avenue.

Amount: \$900,000

G. Guyon Apartment Project, to be located at 116 North Pulaski Road.

Amount: \$1,000,000

H. Uptown Theater Project, to be located at 4816 North Broadway Avenue.

Amount: \$1,000,000

having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

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

SECTION 1. The Mayor is hereby authorized to submit to the Illinois Development Finance Authority on behalf of the City of Chicago eight (8) applications for Illinois Development Action Grants for the following projects in the following amounts:

- A. Playskool Industrial Park Phase II, located at a site between Augusta Boulevard, Chicago Avenue, Kilbourn Avenue and Chicago-Northwestern Railroad tracks.

Amount: \$1,000,000

- B. Studio Network, Inc., located at 1032-1058 West Washington Boulevard.

Amount: \$1,000,000

- C. Kedzie Plaza South Project, located at Kedzie Avenue and 47th Street.

Amount: \$200,000

- D. 87th Street Development Project, to be located at 1111 East 87th Street.

Amount: \$400,000

- E. Pilsen Townhouse Project, to be located at scattered sites between 19th Place and Cullerton Avenue.

Amount: \$500,000

- F. Paul Stewart Apartment Project, to be located at 41st Street and Vincennes Avenue.

Amount: \$900,000

- G. Guyon Apartment Project, to be located at 116 North Pulaski Road.

Amount: \$1,000,000

- H. Uptown Theater Project, to be located at 4816 North Broadway Avenue.

Amount: \$1,000,000

SECTION 2. The Mayor, or his designee, is authorized to act in connection with these applications to give what assurances are necessary and to provide such additional information as may be required by the Illinois Development Finance Authority.

SECTION 3. In the event any of these applications are approved, the Mayor, or his designee, is hereby authorized to enter into and execute on behalf of the City of Chicago, an Illinois Development Action Grant agreement or such other documentation as may be required by the Illinois Development Finance Authority.

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

Action Deferred -- EXECUTION OF LOAN AND SECURITY
AGREEMENT WITH VENTURA INCORPORATED FOR
PROJECT LOCATED AT 3100 WEST
GRAND AVENUE.

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

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the execution of a Loan and Security Agreement with Ventura Incorporated for the expansion of business and job opportunities located at 3100 West Grand Avenue in the amount of \$100,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

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

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

WHEREAS, Ventura Incorporated, an Illinois corporation, has made application to the Department of Economic Development to borrow \$100,000 for purposes of purchasing land and a building which will result, among other things, in the creation of an estimated 43 new, permanent job opportunities for low and moderate income persons residing in the City; and

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

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Ventura Incorporated, pursuant to which the City will loan \$100,000 to Ventura Incorporated to assist Ventura Incorporated to expand its operations, operations which consist of manufacturing specialty advertising products, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

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

Loan and Security Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602 and Ventura Incorporated, an Illinois corporation, with principal offices at 5691 North Ridge Avenue, Chicago, Illinois 60660 ("Borrower").

Recitals:

Whereas, D.E.D. was established on 10 February, 1982, by ordinance of the City Council of the City of Chicago; and

Whereas, D.E.D. has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial and commercial development in the City; and

Whereas, D.E.D. has funds available to it from the Community Development Block Grant Program of the United States Department of Housing and Urban Development in the amount of \$1,500,000 to be used to make low interest loans to start up and expand businesses; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$100,000 ("Loan") for the purpose of purchasing land and a building which will result, among other things, in the creation of an estimated 43 new, permanent job opportunities for low and moderate income persons residing in the City.

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

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

Section 2. Definitions.

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

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

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

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

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

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

2.7 "Property" shall mean the leasehold interest in real estate located at 3100 West Grand Avenue, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.9 "Senior Lender" shall mean Ford City Bank, located at 7601 South Cicero, Chicago, Illinois 60652.

Section 3. Loan.

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

3.1 The principal sum of the Loan shall be \$100,000.

3.2 The term of the Loan shall be 10 years.

3.3 The rate of interest charged on the Loan shall be 75% of prime on the principal balance outstanding from time to time.

3.4 Repayment of the Loan shall be in 120 equal monthly installments of principal and interest pursuant to Paragraph 3.03 above. Payments shall be made on or before the 1st day of the month commencing on the 1st day of the first full month after disbursement of the Loan proceeds in the amount(s) set forth on Lender's statement to Borrower.

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

Section 4. Grant of Security Interest.

To secure the prompt payment to Lender of and the prompt, full and faithful performance of Borrower's Liabilities, Borrower grants to Lender a second position on facility located at 3100 West Grand Avenue:

4.1 Goods, inventory equipment, vehicles and fixtures, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

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

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

4.4 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$100,000.

4.5 Borrower agrees that Ronald M. Chattler shall personally guaranty the Loan.

Section 5. Conditions Precedent.

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

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

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

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

5.4 Personal Guarantee of repayment of the Loan:

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

Section 6. Warranties, Representations and Covenants.

Borrower warrants, represents and covenants to Lender as follows:

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

6.2 Except as disclosed in the Financials, (a) Borrower is now and at all times hereafter, an Illinois corporation duly organized and existing and in good standing under the laws of the state of its incorporation as represented at the beginning of this Agreement, and

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

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

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

6.5 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the

same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding and the same are not in excess of \$5,000, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

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

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

Section 7. Maintaining Records/Right to inspect.

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

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

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

Section 8. Jobs.

8.1 Borrower shall use its best efforts to create approximately 24 new, permanent jobs within 36 months after execution of this Agreement.

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

8.3 As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for interest paid on the City Loan as follows:

(a) If Borrower achieves its employment levels pursuant to Section 3.2 of this Agreement, it shall accrue credit for interest paid from initial disbursement date of the Loan through the end of the calendar year in which the aforesaid employment level is met.

(b) For each calendar year up to 4 years after achieving its employment levels, Borrower maintains said levels, Borrower shall accrue one year's credit on interest paid in that year, on the City Loan.

(c) Credit accrued pursuant to (a) and (b) above shall be paid to Borrower by dividing the accrued credits into equal amounts and deducting said amounts from each of the final payments of the City Loan term as due and owing.

(d) In the event Borrower elects to prepay the City Loan pursuant to Section 8 of this Agreement, any accrued credit shall be a setoff of the Loan payoff amount, and any accrued credit remaining after such setoff shall be paid to Borrower within 60 days after the date the Loan is prepaid.

(e) The parties expressly agree that accrued credit shall be calculated on actual interest paid by Borrower on the City Loan, and any interest earned thereon shall belong exclusively to the City.

Section 9. Events of Default.

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

Section 10. Remedies

Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Illinois Revised Statutes, Chapter 110, Section 15-101 et. seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least five (5) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 11. No Waiver by Lender.

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

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

Section 12. Prepayment.

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

Section 13. Equal Employment.

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

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

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

13.3 Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party who breaches this covenant.

Section 14. Disclaimer of Relationship.

Nothing contained in this Agreement, nor any act of the Lender, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or any association or relationship involving Lender.

Section 15. Conflict of Interest.

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

Section 16. Limitation of Liability.

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

Section 17. Non-Assignability.

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

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

Section 18. Additional Provisions.

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

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

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

If to Borrower: Ventura Incorporated
5691 North Ridge Avenue
Chicago, Illinois 60660
Attention: Ronald M. Chattler

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

Mr. Jerrold V. Hobfoll
Borek, Hobfoll & Goldberg
5255 West Golf Road, Suite 100
Skokie, Illinois 60077

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

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

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

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

[Signature forms omitted for printing purposes.]

Action Deferred -- EXECUTION OF REDEVELOPMENT
AGREEMENT WITH VENTURA INCORPORATED,
AND MORTON AND JEANETTE STONE TO
ASSIST IN ACQUISITION OF
CERTAIN PROPERTY.

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

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, an ordinance authorizing the execution of a Redevelopment Agreement with Ventura Incorporated, and Morton and Jeanette Stone to assist in the acquisition of property located at 3100 West Grand Avenue as part of its specialty printing and manufacturing operation expansion, in the amount of \$22,500, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

WHEREAS, The Chicago Plan for Economic Development has been approved by the United States Department of Commerce and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated January 14, 1986, has approved a redevelopment project which obligates the City of Chicago to assist Ventura Incorporated in the acquisition of certain real estate; and

WHEREAS, Ventura Incorporated has executed a contract of sale with Morton and Jeanette Stone, to acquire certain property located at 3100 West Grand Avenue, Chicago,

Illinois, as part of its business expansion plans which is expected to result in the additional employment of approximately 43 persons within 36 months after the acquisition; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute on behalf of the City of Chicago, and subject to the approval of the United States Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to assist Ventura Incorporated with the acquisition of a parcel of land located at 3100 West Grand Avenue, in the City of Chicago, said Agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement.

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

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

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 1986, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."), Ventura Incorporated, with offices presently at 5691 North Ridge Avenue, Chicago, Illinois 60660 ("Purchaser"), and Morton and Jeanette Stone with offices at 3100 West Grand Avenue, Chicago, Illinois 60622 ("Seller").

Recitals:

Whereas, D.E.D. was established February 10, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

Whereas, D.E.D. has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial development in the City of Chicago; and

Whereas, D.E.D. has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated October 8, 1985 ("Sale Contract"), on the sale and purchase of that certain realty commonly known as 3100

W. Grand Avenue ("Property") for the total amount of \$170,000 which Purchaser will manufacture specialty advertising items ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property \$0.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated January 14, 1986, approved Purchaser's request; and

Whereas, the Project will result in the retention of 55 permanent jobs, and create an estimated 43 new, permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$._____ times the total square footage of the Property as determined by a plat of survey completed prior to the closing.

Section III. Redevelopment Plan.

Purchaser shall improve Property by necessary rehabilitation to the existing improvements. All plans and specifications for the expansion shall be in conformity with all applicable state and local laws and regulations. The Property shall be used in accordance with applicable zoning laws. The completion date for the aforesaid expansion shall be no later than March 31, 1987.

Section IV. Employment.

Purchaser shall use its best efforts to increase its total employment to approximately 98 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the deed to be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall, in any event, be closed no later than April 30, 1986.

(d) In the event that Purchaser (i) prior to the conveyance of the property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the property under tender of conveyance by Seller in conformance with the Sale Contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

The improvements described in Section III shall be completed no later than March 31, 1987.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City to take or perform in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

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

(b) Purchaser shall not close or abandon the Property for a period of five years after disbursement of funds under this Agreement.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section III or to guarantee such construction or completion; nor shall any covenant or other provision be construed to so obligate such holder. Nothing in this Section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XIII. Enforced Delay in Performance.

Neither the City nor Purchaser nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment, or the commencement or completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control or without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party.

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. Conflict of Interest; City's Representatives Not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the defaulting party shall upon written notice thereof immediately proceed to cure or remedy such default within 60 days after receipt of such notice.

(b) If the default shall exist and be continuing under any Section of this Agreement except Section X hereof, after all applicable cure periods have passed, the City may in its sole discretion institute proceedings to obtain specific performance, or in the alternative obtain return of all funds advanced plus interest at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans ("Prime Rate").

(c) Upon default under Section X only, the City may at its sole option demand Purchaser immediately remit to the City an amount equal to the funds advanced by the City pursuant to Section II of this Agreement, plus interest from the date of disbursement of said grant funds at the rate of 10% per annum.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

Purchaser for itself and its successors and assigns agrees that, during the construction of the improvements provided in Section III of this Agreement:

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

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

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(d) Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the United States mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

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

If to Purchaser: Ventura Incorporated
5691 North Ridge Avenue
Chicago, IL 60660

If to Seller: Morton and Jeanette Stone
3100 West Grand Avenue
Chicago, IL 60622

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

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

(e) This Agreement shall be recorded by the City at the Office of the Cook County Recorder of Deeds.

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

[Signature forms omitted for printing purposes.]

COMMITTEE ON BUILDINGS.

AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER 112 AUTHORIZED REGARDING STORAGE OF BRICK OR CLAY PRODUCTS.

The Committee on Buildings submitted the following report:

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance (which was referred November 6, 1985) to amend Chapter 112 of the Municipal Code of Chicago regarding brick or clay products (yards), begs leave to recommend that Your Honorable Body *Pass* said substitute ordinance, which is transmitted herewith.

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

Respectfully,
(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following is said substitute ordinance as passed:

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

SECTION 1. That Chapter 112 of the Municipal Code be and hereby is amended by adding the language in italics and deleting the language contained in brackets as follows:

Brick or Clay Products [Yards]

112-1. The term "brick or clay products yards" as used in this Chapter is [hereby] defined [to mean] as any building, enclosure, premises, place or establishment in the City where any brick or other clay products used in building operations are manufactured, [or] stored, *or purchased* for the purpose of sale or resale.

112-2. No person shall engage in the business of a brick or clay products yard without first having obtained a license therefor. *No person who engages in the business of a brick or clay products yard shall operate that business before the hour of 7:00 A.M. and after the hour 7:00 P.M.*

112-8. *Every licensee under this Chapter shall keep books and records in which shall be legibly written in ink or by typewriter at the time of every purchase or sale of brick or clay products an accurate count and description in the English language of the numbers of*

bricks bought and the cost thereof or the numbers of bricks sold and the amount received therefor. The licensee shall record from whom the bricks or clay products were purchased, the contractor's name and license number, the demolition permit number under which such brick or clay product was removed and address of the property demolished. The licensee shall also record the name and residence of the person to whom bricks were sold. No entry made in such books or records shall be erased, obliterated or defaced.

112-9. The books and records of the licensee kept pursuant to Section 112-8 shall at all reasonable times and upon reasonable notice be open to the inspection of the Mayor or his duly authorized agent for the purpose of insuring compliance.

112-10. It shall be unlawful for any person to transport bricks or other clay products without having in their possession the wrecking permit or the proper bill of lading for such bricks.

112-11. In addition to any other remedy authorized by this Chapter, a violation of any of the provisions of this Chapter by any licensee shall be grounds for the revocation or suspension of that licensee's license under procedures set forth in the General Licensing Provisions of this Municipal Code.

112-12. Any persons [violating] who violates any of the provisions of this Chapter [shall be fined] shall upon conviction thereof be punished by a fine of not less than [ten] fifty (\$50.00) dollars nor more than [two] five hundred (\$500.00) dollars for each offense [.] and be punished as a misdemeanor by incarceration in the county jail for a term not to exceed six (6) months under procedures set forth in Section 1-2-1.1 as amended. Each day such violation shall continue shall be deemed a separate and distinct offense.

SECTION 2. If any provision, clause, sentence, paragraph, section, or part of this ordinance, or application thereof to any person, firm, corporation, public agency, or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, firms, corporations, public agencies or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person, firm, corporation, public agency, or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

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

CHAPTER 85 OF MUNICIPAL CODE ENTITLED "MECHANICAL
REFRIGERATION" REPEALED AND REVISED
CHAPTER 85 AUTHORIZED.

The Committee on Buildings submitted the following report:

CHICAGO, April 23, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration, a written communication from the Honorable Harold Washington, Mayor (which was referred December 4, 1985) an ordinance repealing Chapter 85 of the Municipal Code entitled "Mechanical Refrigeration" and substituting a revised Chapter 85, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance which is transmitted herewith.

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

Respectfully,
(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 85 of the Municipal Code be and hereby is repealed and in its place a new Chapter 85 be enacted to read as follows:

85-1. All provisions of this Chapter shall apply, where applicable, to the installation of any refrigeration system in all dwellings and buildings, except that the provisions of this Chapter dealing with inspection and permits shall not apply to a single family dwelling, nor to any multiple dwelling having no more than three (3) apartments.

85-2. Definitions.

Absorber (Adsorber) -- that part of the low side of an absorption system used for absorbing (adsorbing) refrigerant in the vapor phase.

Absorption (Adsorption) System -- a closed cycle refrigeration system in which the vapor evolved in the evaporator is taken up by an absorber or adsorber.

Accumulator -- a pressure vessel, located in the low-pressure section of a refrigeration system; the purpose of which is to temporarily store flood-back surges of liquid refrigerant.

A.N.S.I. -- American National Standards Institute.

Approved -- the sanction and endorsement by the Commissioner of Inspectional Services under the provisions of the code or the rules adopted thereunder.

A.R.I. -- Air Conditioning and Refrigeration Institute.

A.S.H.R.A.E. -- American Society of Heating, Refrigerating and Air Conditioning Engineers.

A.S.M.E. -- American Society of Mechanical Engineers.

A.S.T.M. -- American Society for Testing and Materials.

Brazed Joint -- for the purposes of this Chapter, a gas-tight joint obtained by the joining of metal parts with alloys which melt at temperatures higher than eight hundred (800) degrees Fahrenheit, but less than the melting temperatures of the jointed parts.

Brine -- any liquid used for the transmission of heat without a change in its state, having no flash point, or a flash point above one hundred and fifty (150) degrees Fahrenheit, determined by the American Society for Testing and Materials, Method D93-52.

Brine Cooler -- an evaporator for cooling brine in an indirect system.

Commerical System -- a refrigeration system installed in a business, assembly unit, or mercantile occupancy.

Companion or Block Valves -- pairs of mating stop valves valving off sections of systems, and arranged so that these components are joined before opening the valves or separated after closing them.

Compressor -- a type of mechanical pressure-imposing element used in a refrigeration system to increase the pressure of the refrigerant in its gaseous or vapor state.

Compressor Relief Device -- a valve or rupture member located between the compressor and the stop valve on the discharge side, arranged to relieve the pressure at a predetermined point.

Compressor Unit -- a compressor with its prime mover.

Condenser -- a vessel or arrangement of pipe or tubing in which the vaporized refrigerant is liquefied.

Condenser Coil -- a condenser constructed of pipe or tubing other than a shell and tube or shell and coil type.

Condensing Unit -- a specific refrigeration machine combination for a given refrigerant, consisting of one or more power-driven compressors, condensers, liquid receivers (when required), and the regularly furnished accessories.

Container -- a cylinder for the transportation of refrigerant as prescribed by the regulations of the Interstate Commerce Commission for the transportation of such refrigerants.

Critical Pressure -- the pressure at the critical temperature of a vapor.

Critical Temperature -- the maximum temperature at which the vapor phase of a substance may be liquefied by the application of pressure.

Design Pressure -- the maximum allowable working pressure for which a specific part of a system is designed.

Direct System of Refrigeration -- a system in which the evaporator is located directly in the material, refrigerated space, or in air passages communicating with such space.

Emergency Relief Valve -- a manually operated valve for the discharge of refrigerant in case of fire or other emergency.

Evaporator -- that part of a refrigeration system in which liquid refrigerant is vaporized.

Evaporative Condenser -- a condenser consisting of a series of pipes containing refrigerant vapor which is liquefied by the cooling action of a recirculated flow of water.

Evaporator Coil -- an evaporator constructed of pipe or tubing, other than shell type apparatus.

Flammable Refrigerant -- any refrigerant which will burn or support combustion.

Generator -- a pressure vessel used in an absorption refrigeration system to liberate the refrigerant from solution by the application of heat.

High Side -- the parts of a refrigeration system subjected to condenser pressure.

Indirect System of Refrigeration -- a system in which the evaporator is not located directly in the material, refrigerated space, or in air passages communicating with such space.

Industrial System -- a refrigeration system used in the manufacture, processing or storage of materials, located in a building used exclusively for industrial purposes.

Institutional System -- a refrigeration system installed in buildings designed or used for the harboring of three (3) or more persons for medical, correctional, penal or other care, treatment or detention.

Irritant Refrigerant -- any refrigerant which has an irritating effect on the eyes, throat or lungs.

Liquid Receiver -- a pressure vessel permanently connected to the high- pressure side of a refrigeration system for the storage of liquid refrigerant.

Low Side -- the parts of a refrigeration system under evaporator pressure.

Machinery Room-Class R -- a room in which refrigeration machinery is installed which meets all of the requirements of a Class S machinery room, except as modified in Section 85-4.1.

Machinery Room-Class S -- a room in which refrigeration machinery is installed, and which meets all of the requirements of Section 85-4.

Mechanical Joint -- a gas-tight joint, obtained by the joining of metal parts through a positive-holding mechanical construction.

Multiple Dwelling System -- a refrigeration system serving four (4) or more separate tenants in multiple dwellings.

Multiple System -- a system employing the direct system of refrigeration in which the refrigerant is delivered to two or more evaporators serving separately refrigerated spaces.

Nominal Pipe Size -- a term widely used in industry to define pipe size as the diameter of pipe or tubing expressed in inches rounded to the nearest one-eighth (1/8) inch.

Nonpositive Displacement Compressor -- a compressor in which an increase in vapor pressure is attained without changing the internal volume of the compression chamber.

Occupied Space -- a space normally frequented or occupied by people but excluding machinery room and walk-in coolers used primarily for refrigerated storage.

Piping -- the piping or tubing for inter-connecting the various components of a refrigeration system.

Positive Displacement Compressor -- a compressor in which an increase in vapor pressure is attained by reducing the internal volume of the compression chamber.

Pressure Imposing Element -- any device or portion of the equipment used for the purpose of increasing the refrigerant vapor pressure.

Pressure Limiting Device -- a pressure or temperature responsive mechanism for automatically stopping the operation of the pressure imposing element at a predetermined pressure.

Pressure Relief Device -- a pressure relief valve, rupture member, or other approved device for relieving pressure.

Pressure Vessel -- any refrigerant-containing receptacle of a refrigeration system other than compressors, headers, pipe components, and connecting piping.

Receiver -- See Liquid Receiver.

Refrigerant -- a substance used to produce refrigeration by absorbing heat in its expansion or vaporization.

Refrigeration Machinery Room -- See Machinery Room Class S.

Refrigeration Machinery Room Class R -- See Machinery Room Class R.

Refrigeration System -- a combination of parts in which a refrigerant is circulated for the purpose of extracting heat.

Remote System -- a refrigeration system in which the compressor or generator is located in a space other than the cabinet or fixture containing the evaporator.

Self-Contained System -- a complete factory-made and factory-tested system in a suitable frame or enclosure which is fabricated and shipped in one or more sections and in which no refrigerant-containing parts are connected in the field other than by companion or block valves.

Shall -- as used in this chapter is mandatory and not discretionary.

Shell-Type Apparatus -- a refrigerant-containing pressure vessel having tubes for the heat exchange of a heating, cooling or refrigerating fluid.

Soldered Joint -- for the purposes of this Chapter, a gas-tight joint obtained by the joining of metal parts with metallic mixtures of alloys which melt at temperatures below eight hundred (800) degrees Fahrenheit and above four hundred (400) degrees Fahrenheit.

Stop Valve -- a device to shut off the flow of refrigerant.

Ton of Refrigeration -- a ton of refrigeration is heat removal at the rate of twelve thousand B.T.U. per hour.

Unit System -- a self-contained system which has been assembled and tested prior to installation and which is installed without connecting any refrigerant- containing parts. A unit system may include factory-assembled companion or block valves.

Unprotected Tubing -- tubing which is not protected by an enclosure so that it is exposed to crushing, abrasion, puncture, or similar mechanical damage under installed conditions.

Welded Joint -- for the purposes of this Chapter, a gas-tight joint, obtained by the joining of metal parts in the plastic or molten state, performed by a welder qualified in accordance with the requirements of Section IX of the A.S.M.E. Boiler and Pressure Vessel Code.

85-3. Application -- This Chapter shall apply to refrigeration systems installed subsequent to its adoption, and to parts replaced or added to a system installed prior to or subsequent to its adoption. The Commissioner of the Department of Inspectional Services may grant exceptions from the literal requirements of the Chapter, and permit the use of other devices or methods, but only when it is clearly evident that equivalent protection is thereby secured.

85-4. Machinery Room-Class S -- A Class S Machinery Room shall meet all of the following requirements:

(A) It shall be provided with tight-fitting self-closing doors.

(B) It shall be provided with a means of mechanical exhaust. The inlet to the exhaust fan or fans, or air-duct connection, shall be located near the floor.

(C) The outlet from the fan or fans, or air-duct connection, shall terminate outside the building at a point not less than fifteen (15) feet from any ventilation air-intake, door or window which may be opened. Exhaust fans and ducts used for Machinery Room exhaust shall serve no other area. The amount of exhaust for refrigerant removal purposes shall be determined by the refrigerant content of the largest system in the Machinery Room, in accordance with the following table:

Table 85-4

<i>Weight of Refrigerant in System, Lbs.</i>	<i>Mechanical Exhaust of Air Cubic Feet Per Minute</i>
20	150
50	250
100	400
150	550
200	680

<i>Weight of Refrigerant in System, Lbs.</i>	<i>Mechanical Exhaust of Air Cubic Feet Per Minute</i>
250	800
300	900
400	1,100
500	1,275
600	1,450
700	1,630
800	1,800
900	1,950
1,000	2,050
1,250	2,250
1,500	2,500
1,750	2,700
2,000	2,900
2,500	3,300
3,000	3,700
4,000	4,600
5,000	5,500
6,000	6,300
7,000	7,200
8,000	8,000
9,000	8,700
10,000	9,500
12,000	10,900

<i>Weight of Refrigerant in System, Lbs.</i>	<i>Mechanical Exhaust of Air Cubic Feet Per Minute</i>
14,000	12,200
16,000	13,300
18,000	14,300
20,000	15,200
25,000	17,000
30,000	18,200
35,000	19,400
40,000	20,500
45,000	21,500

The test measurement of air-flow from a Machinery Room may be performed with the door or doors to the Machinery Room temporarily held open during the test.

(D) A means of providing make-up air for the Machinery Room ventilation system may be installed, provided that the make-up air is taken directly from out-of-doors.

(E) Each exhaust system serving a Machinery Room shall be provided with an emergency means of starting the exhaust system, which shall be located adjacent to and outside of the Machinery Room door.

(F) No flames or apparatus to produce flame shall be installed in a Machinery Room containing refrigeration equipment unless the flame is completely enclosed and vented to the outside atmosphere, and provided the Machinery Room is supplied with make-up air taken directly from out-of- doors. The quantity of make-up air shall be equal to the total quantity of mechanical exhaust required for the Machinery Room, plus the air required for combustion.

(G) The space in which an evaporator or a unit system is located need not be classified as a Machinery Room.

85-4.1. Machinery Room -- Class R. A Class R Machinery Room shall meet all the requirements of a Class S Machinery Room as set forth in Section 85-4 of the Municipal Code, plus the following additional requirements:

(A) It shall have two separated exits, each provided with tight-fitting, self- closing doors.

(B) *No flame-producing equipment shall be installed within a Class R Machinery Room.*

(C) *The mechanical exhaust system shall operate continuously.*

(D) *Walls, floors and ceilings shall be tight, and of not less than one hour fire-resistive construction. All pipes, ducts or other items piercing the enclosing walls, ceilings or floors shall be tightly sealed to the walls, ceilings or floors through which they pass.*

(E) *Air-ducts located in a Class R Machinery Room shall be of tight construction, and shall have no openings, access doors or access panels.*

(F) *In Machinery Rooms containing refrigeration equipment using Group 2 refrigerants, the inlet to the exhaust fan or fans, or air-duct connection, shall be located near the ceiling, and the outlet from the fan or fans, or air-duct connection, shall terminate outside the building above the roof of the highest story of the building, and shall be at least thirty (30) feet from any penthouse, skylight or ventilation air-intake.*

85-5. *Spaces subject to limitations as to the type of equipment and the kind and amount of refrigerant permitted, which adjoin horizontally or vertically a space having greater restrictions and are not separated therefrom by a floor or wall having no openings, shall be subject to the greater restrictions.*

85-6. *The condensing unit of every refrigeration system shall be placed in a readily accessible location and such location shall be provided with adequate means of ventilation and light.*

No refrigeration system shall be placed under or on stairways, stairway landings, under or on fire escape passageways, entrance or exits of buildings.

85-7. *Two gas masks approved by the Bureau of Mines of the United States Department of the Interior shall be kept in a suitable cabinet immediately outside the entrance of the Machinery Room for every system containing over one hundred (100) pounds of Ammonia (R-717) refrigerant.*

Two self-contained, breathing air apparatuses approved by the Bureau of Mines of the United States Department of the Interior shall be kept in a suitable cabinet located outside of the entrance to the Machinery Room for every system containing over one thousand (1000) pounds of a Group 1 refrigerant that operates above atmospheric pressure.

85-8. *Whenever the loss of refrigerant from a system is such as to endanger the health or lives of the occupants of any room or structure in which such refrigeration system, or any part thereof, is located, it shall be the duty of the owner of such refrigeration system to apply suitable pressure or other tests to prove the system tight.*

Every system which may be charged after installation shall have the charging connection located on its low pressure side. No container shall be left connected to a system except while charging or withdrawing refrigerant.

Refrigerants withdrawn from refrigeration systems shall be transferred to containers as prescribed by the regulations of the Interstate Commerce Commission for the transportation of such refrigerants.

85-8.1. Every refrigeration system, except Class D and E systems, shall have posted as near as practicable to the pressure imposing element of such system a sign having letters not less than one (1) inch in height with the wording:

**HIGH PRESSURE REFRIGERANT - DANGER.
UN REFRIGERANTE DE ALTA PRESION - PELIGRO.**

The background of the sign shall be yellow, with black letters.

85-8.2. All refrigeration piping shall be coded at thirty (30) foot intervals and in every separate area through which the piping extends. A permanent means of identification shall be affixed, having a yellow background and black letters legible from the work floor, dimensioned according to the table below and with the following wording:

**HIGH PRESSURE REFRIGERANT - DANGER.
UN REFRIGERANTE DE ALTA PRESION - PELIGRO.**

Table 85-8.2

<i>Outer Diameter of Pipe Covering or Lagging.</i>	<i>Letter Heights.</i>
<i>3/4" to 1-1/4"</i>	<i>1/2"</i>
<i>1-1/2" to 2"</i>	<i>3/4"</i>
<i>2-1/2" to 8"</i>	<i>1-1/4"</i>
<i>8-1/4" to 10"</i>	<i>2-1/2"</i>
<i>Over 10"</i>	<i>3-1/2"</i>

Classification.

85-9. Refrigeration systems shall be classified according to the total weight of refrigerant the system can hold and operate properly.

A Class A system is one containing one thousand (1000) pounds or more of refrigerant.

A Class B system is one containing more than one hundred (100) pounds but less than one thousand (1000) pounds of refrigerant.

A Class C system is one containing more than twenty (20) pounds but not more than one hundred (100) pounds of refrigerant.

A Class D system is one containing more than six (6) pounds but not more than twenty (20) pounds of refrigerant.

A Class E system is one containing not more than six (6) pounds of refrigerant.

85-10. Refrigerants are hereby categorized as follows in accordance with the Safety Code for Mechanical Refrigeration, A.N.S.I. B9.1-1978:

Table 85-10: Refrigerants.

Group 1 -- Non-Irritant and Non-Flammable

<i>Refrigerant</i>	<i>Name</i>	<i>Chemical Formula</i>
R-11	<i>Trichlorofluoromethane</i>	CCl_3F
R-12	<i>Dichlorodifluoromethane</i>	CCl_2F_2
R-13	<i>Chlorotrifluoromethane</i>	$CClF_3$
R-13B1	<i>Bromotrifluoromethane</i>	$CBrF_3$
R-14	<i>Tetrafluoromethane</i>	CF_4
R-22	<i>Chlorodifluoromethane</i>	$CHClF_2$
R-113	<i>Trichlorotrifluoroethane</i>	CCl_2FCClF_2
R-114	<i>Dichlorotetrafluoroethane</i>	$CClF_2CClF_2$
R-115	<i>Chloropentafluoroethane</i>	$CClF_2CF_3$
R-C318	<i>Octafluorocyclobutane</i>	C_4F_8
R-500	<i>Dichlorodifluoromethane 73.8% and Ethylidene Difluoride 26.2%</i>	CCl_2F_2/CH_3CHF_2
R-502	<i>Chlorodifluoromethane 48.4% and Chloropentafluoroethane 51.2%</i>	$CHClF_2/CClF_2CF_3$
R-503	<i>Chlorotrifluoromethane 59.9%</i>	$CHF_3/CClF_3$

Group 2 -- Irritant

R-717	<i>Ammonia</i>	NH_3
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Group 3 -- Flammable

R-170	<i>Ethane</i>	C_2H_6
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85-11. *Group 3 refrigerants shall not be used in multiple dwelling systems. Systems using Group 3 refrigerants containing not more than six (6) pounds of refrigerant may be used in commercial systems which serve laboratories and in all industrial systems.*

Institutional Systems

85-12. *A refrigeration system installed in buildings, or parts thereof, designed or used for the harboring of three (3) or more persons for medical, correctional, penal, or other care, treatment or detention, as defined in Chapter 48 of the Municipal Code, shall be classified as an Institutional System.*

85-13. *Direct Refrigeration Systems shall not be placed in wards, private, operating, or recovery rooms of hospitals or asylums; cell blocks of prisons, homes for infants, aged or infirm; or any building where people are confined or are helpless, except Class E unit systems containing a Group 1 refrigerant may be installed in any location, except in operating rooms of hospitals.*

85-14. *Direct or Indirect Refrigeration Systems, wholly confined to kitchens, laboratories, morgues, computer rooms, or communication equipment rooms may be installed in institutional occupancies provided that the system does not contain more than twenty (20) pounds of a Group 1 refrigerant. Such spaces shall be equipped with tight-fitting, self-closing doors, and shall have natural or mechanical means of ventilation to the outside atmosphere as required by Chapter 81 of the Municipal Code.*

85-15. *Indirect Systems using a Group 1 refrigerant may be installed in institutional occupancies provided that all refrigerant-containing parts are placed in a Class R Machinery Room.*

85-16. *Refrigerant piping may be carried from the machinery room to remote components located on the roof; provided any such piping is encased in a tight and continuous pipe duct of at least 14-gauge steel from the machinery room to the roof. There shall be no openings into the encasement between the machinery room and roof. The assembly shall be provided with a suitable weatherhead on the roof.*

85-17. *An absorption system employing a solution of hydrated lithium bromide may be installed in any location provided that the apparatus is contained within a machinery room.*

Industrial Systems

85-18. *A refrigeration system used in the manufacturing, processing, or storage of materials located in a building or space used exclusively for industrial purposes, as defined in Chapter 48 of the Municipal Code, shall be classified as an Industrial System.*

85-19. *Refrigerant-containing parts shall not be located in a space in which there is an apparatus to produce an open flame unless the flame producing equipment is vented to the outside atmosphere and the space provided with adequate ventilation from the out-of-doors, so as to assure atmospheric pressure in the space.*

85-20. *In Industrial Systems using Group 1 refrigerants in a Class A system, the pressure imposing element and shell-type apparatus, except evaporators, equipment located outdoors, and connecting piping, shall be placed in a Class S Machinery Room.*

In Industrial Systems using Group 2 refrigerants in Class A and Class B systems, the pressure imposing element and shell-type apparatus, except evaporators, equipment located outdoors, and connecting piping, shall be placed in a Class R Machinery Room.

85-21. *Where a Group 2 refrigerant is used in a Direct Industrial System, the number of occupants shall not exceed one for each one hundred fifty (150) square feet of floor area above the first or ground floor level.*

Commercial Systems

85-22. *A refrigeration system installed in a business, assembly unit, or mercantile occupancy, as defined in Chapter 48 of the Municipal Code, shall be classified as a Commercial System.*

85-23. *Direct Refrigeration Systems, using Group 1 refrigerants, may be used where the refrigerant quantity does not exceed ten (10) pounds of refrigerant per one thousand (1000) cubic feet of occupied space.*

(A) *When the refrigerant-containing parts of a system are located in one or more enclosed spaces, the cubical content of the smallest enclosed occupied space, other than the machinery room, shall be used to determine the permissible quantity of refrigerant in the system. Where a refrigeration system has evaporator coils serving more than one story of a building, the story having the smallest volume shall be used to determine the maximum quantity of refrigerant in the entire system.*

(B) *When the evaporator is located in an air duct system, the cubical content of the smallest occupied enclosed space served by the air duct system shall be used to determine the permissible quantity of refrigerant in the system. If the air flow to any enclosed space served by the air duct system cannot be shut off or reduced below one-quarter of its maximum, the cubical content of the entire space served by the air duct system may be used to determine the permissible quantity of refrigerant in the system.*

85-24. *Indirect Refrigeration Systems using Group 1 refrigerants may be used where the refrigerant quantity does not exceed ten (10) pounds of refrigerant per one thousand (1,000) cubic feet of the space in which the refrigerant-containing parts are housed.*

85-25. *Indirect Systems containing more than the quantity of refrigerant allowed in Section 85-24 shall have all refrigerant containing parts, except parts mounted outside the building and piping installed in accordance with Section 85-16, installed in a machinery room used for no other purpose than for mechanical equipment.*

85-26. *Refrigerant-containing parts shall not be located in a space in which there is any apparatus to produce an open flame, unless the flame producing equipment is vented*

to the outside atmosphere and the space provided with adequate ventilation from the out-of-doors.

In Class C-1 occupancies (large assembly units) and Class C-3 occupancies (schools) as defined in Chapter 48 of the Municipal Code, no refrigerant-containing parts shall be located in a space in which there is any apparatus to produce an open flame.

Multiple Dwelling Systems

85-27. A refrigeration system installed in a Class A-2 Multiple Dwelling, as defined in Chapter 48 of the Municipal Code, having four (4) or more family units, shall be classified as a Multiple Dwelling System.

85-28. Direct or Indirect Refrigeration Systems using Group 1 Refrigerants may be used where refrigerant quantity does not exceed one (1) pound of refrigerant per one thousand (1,000) cubic feet of occupied space. Indirect systems with refrigerant-containing parts located in Class R or Class S Machinery Rooms are not subject to this limitation.

(A) When the refrigerant-containing parts of a system are located in one or more enclosed spaces, the cubical content of the smallest enclosed occupied space, other than the machinery room, shall be used to determine the permissible quantity of refrigerant in the system. Where a refrigeration system has evaporator coils serving more than one story of a building, the story having the smallest volume shall be used to determine the maximum quantity of refrigerant in the entire system.

(B) When the evaporator is located in an air duct system, the cubical content of the smallest occupied enclosed space served by the air duct system shall be used to determine the permissible quantity of refrigerant in the system. If the air flow to any enclosed space served by the air duct system cannot be shut off or reduced below one-quarter of its maximum, the cubical content of the entire space served by the air duct system may be used to determine the permissible quantity of refrigerant in the system.

85-29. Refrigerant-containing parts shall not be located in a space in which there is any apparatus to produce an open flame, unless the flame-producing equipment is vented to the outside atmosphere and the space is provided with adequate ventilation from the out-of-doors.

85-30. Compressors, condensers, and shell-type apparatus serving multiple dwelling units, which are not located within the family unit, shall be located in either a Class S or Class R Machinery Room, or other locked suitable enclosure, or outdoors. This apparatus shall not be located under stairways, or within elevator machinery rooms.

Construction and Installation

85-31. All materials used in the construction and installation of refrigeration systems shall be suitable for the refrigerant used, and no material shall be used that will deteriorate due to the chemical action of the refrigerant, or the oil, or a combination of both.

85-32. Design pressure of all refrigerant-containing parts shall be based upon the saturation pressure of the refrigerant at the following temperatures:

Low Side	100° Farenheit
High side, water cooled, or evaporatively cooled	125° Farenheit
High side, air cooled	140° Farenheit

The design pressure for either the high side or low side of the system need not exceed the critical pressure of the refrigerant, unless the system is intended to operate at those conditions.

85-33. Pressure vessels for refrigeration systems over six (6) inches inside diameter with a design pressure of fifteen (15) pounds per square inch gauge (P.S.I.G.) or greater shall be designed, constructed, tested and stamped in accordance with the American Society of Mechanical Engineers Code for Unfired Pressure Vessels - Section VIII, 1983. Pressure vessels six (6) inches inside diameter and smaller or under fifteen (15) pounds per square inch gauge (P.S.I.G.) pressure shall be designated and constructed in accordance with the American Society of Mechanical Engineers Code requirements for Unfired Pressure Vessels - Section VIII, 1983.

85-34. All connections located within a ventilation system shall be formed by fusion welding or socket-type brazed fittings.

85-35. No valves, devices or connections thereto shall be located in a ventilation system. Class C, Class D, or Class E systems which do not contain a warm air furnace or electric resistance heating coil are exempt from this restriction.

85-36. Coils constructed of ferrous metal shall be protected against corrosion by an approved process.

85-37. Refrigerant-containing pipe or tubing used in the construction of "finned" coils located within the ventilation system shall be drawn tubing.

85-38. Each cooling coil located in an air stream from which moisture may be condensed shall have a non-sweating condensate drip pan of sufficient size and depth to catch all of the condensate from the coil.

Each condensate drip pan shall be provided with a drain pipe of adequate size to prevent overflow of the drip pan but in no case shall such drain be less than three-quarter (3/4) inch nominal pipe size. Condensate drain piping shall run full size from the drip pan to a trapped waste receptor.

Condensate drain piping shall discharge through an air gap into the waste receptor. The minimum air gap shall be equal to two (2) times the internal diameter of the condensate drain piping.

Condensate drain piping and condenser water piping shall comply with the applicable provisions of the Building Services Piping Code, A.N.S.I. B31.9-1982.

85-39. No refrigerant piping shall be located in any elevator, dumbwaiter, or other shaft containing moving objects.

85-40. Refrigerant piping shall meet the requirements set forth in Sections 85-40.1 through 85-40.4.

85-40.1. Steel pipe up to one and a half (1-1/2) inches industry pipe standard (I.P.S.) shall be A.S.T.M. A53-1978 Grade B.

Steel pipe two (2) inches industry pipe standard (I.P.S.) and larger shall be either A.S.T.M. A53-1978 Grade B seamless or A.S.T.M. A-106-1978 Grade B seamless.

A.S.T.M. Schedule 40 or heavier steel pipe shall be used where fabricated and assembled by the fusion-welded process. If fabricated and assembled by the threading process, A.S.T.M. Schedule 80 steel pipe shall be used. Threaded and flanged fittings shall be cast steel.

85-40.2. Copper pipe shall be A.S.T.M. B-280-1977 hard drawn Type K. Fittings shall be socket-type joined by brazing.

85-40.3. Soft copper tubing may be used where the system contains not more than one hundred (100) pounds of refrigerant and the tubing meets the following requirements: material is seamless, tubing does not exceed five-eighths (5/8) inch outside diameter and is A.S.T.M. B-280-1977 Type K. Connections may be S.A.E. flare, flanged, or socket-type formed by brazing. Fittings shall be forged brass, wrought copper, or bronze alloy.

85-40.4. Soft copper tubing must be enclosed in iron pipe or tubing, or other rigid metal enclosures, except flexible metal enclosures may be used at bends or terminals which do not exceed six (6) feet in length. Flexible metal enclosures shall be constructed of a non-ferrous material.

No enclosure shall be required for connections between compressor, condenser, or other shell-type apparatus and the nearest riser box; provided that such connections do not exceed six (6) feet in length and are located within the refrigeration machinery room.

85-41. Piping shall be supported by hangers not more than eight (8) feet apart for piping with an internal diameter of two (2) inches or less and not more than ten (10) feet apart for piping with an internal diameter of two and one-eighth (2-1/8) inches and larger. Horizontal refrigerant piping shall not be installed in hallways or stairwells less than seven and one-half (7-1/2) feet above the floor, unless it is against the ceiling of such space. Vertical refrigerant piping shall not be an obstruction of the code-required width of any hallway or stairwell.

All hangers shall be designed and installed within the safe working limits of the materials used, and within the safe working limits of the construction to which the hanger is attached.

85-42. Exposed threads shall be tinned or otherwise coated to effectively inhibit corrosion.

85-43. Flange bolts shall project through nuts.

85-44. Stop or service valves shall be provided on systems containing more than twenty (20) pounds of refrigerant, other than systems utilizing non-positive displacement compressors, as follows:

(A) The inlet and outlet of each compressor.

(B) The inlet and outlet of each condenser for Class A and Class B Systems using Group 2 refrigerants.

(C) The inlet and outlet of each condenser for Class A Systems using Group 1 refrigerants.

(D) The outlet of each condenser for Class C Systems using Group 2 refrigerants, and Class B and Class C Systems using Group 1 refrigerants.

(E) The inlet and outlet of each liquid receiver for Class A, Class B, and Class C Systems using Group 2 refrigerants.

(F) The inlet and outlet of each liquid receiver for Class A Systems using Group 1 refrigerants.

(G) The outlet of each liquid receiver for Class B and Class C Systems using Group 1 refrigerants.

(H) The inlet and outlet of branch headers for Class A and Class B Systems.

Safety Devices

85-45. Refrigeration systems operating above atmospheric pressure, having no pressure vessels other than the compressor assembly, and having an operating charge of four (4) pounds or more of refrigerant shall be equipped with an approved pressure relief device set at a pressure not to exceed the lowest maximum design working pressure of the components comprising the refrigeration system assembly.

Pressure relieving devices connected to systems containing more than six (6) pounds of refrigerant shall discharge to the outside atmosphere in accordance with the requirements of Section 85-58 of this Chapter.

85-46. Shell type apparatus for refrigeration systems, such as condensers, liquid receivers, evaporators, liquid separators, accumulators and absorbers, shall be equipped

with an approved pressure relief device set at a pressure not to exceed the pressure for which the vessel is designed.

85-47. Refrigerant-containing piping or cylindrical components of less than three (3) inches outside diameter shall not be considered pressure vessels for the purposes of this Chapter. However, piping having an inside diameter exceeding one (1) inch or any other component having an outside diameter exceeding three (3) inches which contains liquid refrigerant and is provided with stop valves which would result in locking in the refrigerant between the stop valves, such containment section of the piping or component shall be equipped with an approved pressure relief device set at a pressure not to exceed the pressure for which the piping or component is designed. The inlet size of these relief devices shall not be smaller than one-quarter (1/4) inch inside diameter.

85-48. Pressure relief devices protecting a compressor output pressure vessel in a refrigeration system employing a flouorocarbon refrigerant, for over-pressure relief purposes, shall have a relieving discharge capacity equivalent to one-half (1/2) pound of air per minute per ton of refrigeration.

85-49. Pressure relief devices protecting a compressor output pressure vessel, in a refrigeration system employing ammonia refrigerant, for over- pressure relief purposes, shall have a relieving discharge capacity equivalent to one-third (1/3) pound of air per minute per ton of refrigeration.

85-50. Pressure relief devices protecting a pressure vessel in a refrigeration system which is not subjected to the output of a positive displacement compressor shall have a relieving capacity based on the following formula:

$$C = DLF$$

C = Minimum required capacity of relief device in pounds of air per minute.

D = Outside diameter of the vessel in feet.

L = Length of the vessel in feet.

F = Factor for refrigerants listed in Table 85-10:

R -- 12, 22, 500	1.6
R -- 13, 13B1, 14, 502, 503	2.5
R -- 717, (Ammonia)	0.5
All other listed refrigerants	1.0

85-51. Positive displacement compressors operating above fifteen (15) pounds per square inch gauge (P.S.I.G.) and having a displacement exceeding fifty (50) cubic feet per minute (C.F.M.), except when the compressor is contained within a pressure tight outer shell, shall be equipped with a pressure relief device having a capacity as indicated in

Sections 85-48 and 85-49 as applicable, and a pressure setting to prevent rupture of the compressor. This pressure relief device shall be located between the compressor and the stop valve on the discharge side. The outlet from such pressure relief device shall be vented into the low pressure side of the system.

85-52. The size of the discharge connection of all relief devices shall be equal to, or greater than, the inlet connection to the relief device.

85-53. Soft soldered joints, rubber or synthetic gaskets, or fusible plugs shall not be considered relief devices meeting the requirements of this Chapter.

85-54. No stop valve shall be located between a pressure relief device and the part of the refrigeration system protected, unless two devices of required size are used in conjunction with a dual three-way shut off valve.

85-55. Absorption systems employing a steam coil in the generator of the system must be provided with an approved pressure relief valve in the steam piping, located as near as practicable to the generator, set to relieve at a pressure not to exceed the pressure for which the generator and other vessels in the system are designed. The capacity of such pressure relief valve shall be based on the total possible energy that can be imposed on the absorption system.

85-56. A pressure limiting device shall be required for all water-cooled units, and for all air-cooled units containing six (6) pounds or more of refrigerant. The pressure limiting device shall stop the action of the pressure imposing element at a pressure less than eighty (80) percent of the design pressure. There shall be no shut off valve between the pressure limiting device and the pressure imposing element.

85-57. All Direct Expansion Refrigeration Systems containing more than one hundred (100) pounds of refrigerant shall be provided with a hand operated emergency valve. Such device shall be connected to the low side of the refrigeration system and be located where the emergency valve is readily available for Fire Department use. Valves shall be identified and operating instructions for the use of the emergency valve shall be provided at the location of the valve.

Hand operated emergency valves shall be of the following sizes and a maximum inlet pipe length of one hundred (100) feet:

Table 85-57

Pounds of Refrigerant in System	Valve Size
100 - 200	1 inch nominal pipe size
201 - 300	1-1/4 inches nominal pipe size
301 - 500	1-1/2 inches nominal pipe size
501 - 1000	2 inches nominal pipe size

Pounds of Refrigerant in System

Valve Size

above 1000

3 inches nominal pipe size

85-57.1. Discharge from a hand operated emergency valve for dumping Group 1 refrigerants shall be in accordance with Section 85-58(A).

85-57.2. Discharge from a hand operated emergency valve for dumping Group 2 refrigerants shall be into a mixing chamber made from A.S.T.M. Schedule 40 black iron pipe with weld cap ends. The mixing chamber shall have a minimum length of seventy-two (72) inches and a nominal pipe size as found in column "A" of Table 85-57.2. Dumped refrigerant shall flow into the mixing chamber through an inlet tube extending longitudinally into the mixing chamber for a minimum length of sixty-four (64) inches. The inlet tube shall be made of A.S.T.M. Schedule 40 black iron pipe and shall have a nominal pipe size as found in column "D" of Table 85-57.2. The downstream end of the inlet tube shall be capped with a weld cap fitting and the sides of the inlet tube near the weld cap fitting on the downstream end shall be perforated with one-quarter (1/4) inch drilled holes spaced on one (1) inch centers and arranged in rows. The minimum number of perforations in the inlet pipe shall relate to the system refrigerant charge in accordance with column "C" of Table 85-57.2.

Flushing water shall be supplied through a three (3) inch Fire Department approved cast iron Siamese fitting, or equivalent with two flappers, welded into the side of the mixing chamber on a forty-five (45) degree angle to its longitudinal axis near the inlet end.

The effluent mixture of water and refrigerant shall flow longitudinally out of the discharge end of the mixing chamber through an A.S.T.M. Schedule 40 black iron pipe welded into the end cap of the chamber. The nominal pipe size of the discharge pipe shall be as found in column "B" of Table 85-57.2. The discharge pipe shall connect to the city sewer through a solid connection without intervening valves or traps.

Table 85-57.2.

<i>Lbs. of Ammonia</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>
<i>100 - 1000</i>	<i>6 inches</i>	<i>3 inches</i>	<i>144</i>	<i>2 inches</i>
<i>1001 - 2000</i>	<i>6 inches</i>	<i>3 inches</i>	<i>216</i>	<i>3 inches</i>
<i>2001 - 5000</i>	<i>6 inches</i>	<i>4 inches</i>	<i>216</i>	<i>3 inches</i>
<i>5001 - 10,000</i>	<i>8 inches</i>	<i>4 inches</i>	<i>216</i>	<i>3 inches</i>

85-58. Refrigerants shall be discharged as follows:

(A) Where the discharge of a refrigerant from a pressure relief valve or hand operated emergency valve to the outside atmosphere is required for systems containing more than

twenty (20) pounds of Group 1 refrigerants, the discharge pipe outlet shall be at least twelve (12) feet above the ground, at least twenty (20) feet from any fire escape and at least ten (10) feet from any door, fixed or operable window, air intake or exhaust duct. Piping shall terminate downward at an angle of forty-five (45) degrees from the horizontal.

(B) Where the discharge of a refrigerant from a pressure relief valve to the outside atmosphere is required for systems containing not more than twenty (20) pounds of Group 1 refrigerants, the discharge pipe outlet shall be at least twelve (12) feet above ground, at least twenty (20) feet from any fire escape and at least two (2) feet from any door, fixed or operable window, air intake or exhaust duct. Piping shall terminate downward at an angle of forty-five (45) degrees from the horizontal.

(C) Where the discharge of a refrigerant from a pressure relief valve to the outside atmosphere is required for a system containing Group 2 refrigerants, piping shall terminate above the roof of the highest story of the building, and shall be at least forty (40) feet from any adjoining building which extends above the roof and at least forty (40) feet from any penthouse, skylight, fixed ladder or other means of access to the roof, or air intake or exhaust duct system. Piping shall terminate downward at an angle of forty-five (45) degrees from the horizontal, and shall be provided with a permanent warning sign attached to the piping at the point of termination. The sign shall have a yellow background and shall state in black letters not less than three (3) inches in height in both Spanish and English: Ammonia Vent - Danger.

(D) Relief devices may be vented to the low pressure side of a system, provided that the low pressure side is equipped with a relief device vented to the outside atmosphere.

(E) Discharge piping from a relief device which does not exceed one hundred (100) feet in length shall have a nominal pipe size which is not smaller than the outlet size of the relief device. When discharge piping exceeds one hundred (100) feet in length, pipe size shall be increased to the next larger nominal pipe size.

(F) Discharge from more than one relief valve may run into a common header provided that the cross-sectional area of the common header is equal to or greater than the aggregate cross-sectional area of the discharge ports of all the valves connected to the common header.

85-59. Water usage for Refrigeration Systems. No connection shall be made from a refrigeration system with the public water supply which will impair the purity of the supply. Water used for removing heat from a refrigeration system shall not thereafter be used for drinking purposes. When a regulating valve is used, it shall be connected between the compressor or condenser and city water supply.

85-59.1. To promote the conservation of water, no new or newly remodeled refrigeration system employing water from the city water mains for condensing purposes in commercial, industrial or residential systems used for comfort cooling shall be permitted within the City of Chicago unless such system is a closed system employing recirculation of water used for cooling purposes. No exceptions to this provision shall be permitted except by action of the Commissioner of the Department of Water.

85-59.2. Where permitted, systems which are not required to comply with Section 85-59.1 shall meet the following requirements:

(A) Every refrigeration system used in connection with air conditioning employing water from the city water mains for condensing purposes shall be designed, installed and provided with a water control device, so that no more than one and one-half (1-1/2) gallons of water per minute per ton of refrigeration will be used.

(B) Every refrigeration system used for commercial or industrial purposes employing water from the city water mains for condensing purposes shall be designed, installed and provided with a water control device, so that not more than two (2) gallons of water per minute per ton of refrigeration will be used.

(C) Every refrigeration system employing water from the city water mains for condensing purposes shall be provided with an accurate and reliable thermometer in the condenser water outlet piping as close as practicable to the condenser.

(D) Water used for condensing purposes should be utilized to the fullest extent. The temperature of the water leaving the condenser shall not be less than ninety (90) degrees Fahrenheit.

(E) When the condensing unit of any refrigeration system is not in operation, water shall not pass through the condenser. An automatic positive shut off device must be employed in the water supply piping to the condenser.

(F) A ton of refrigeration as used in this section shall be based on forty (40) degree Fahrenheit suction temperatures, and eighty-six (86) degrees Fahrenheit condensing temperature, when used in connection with air conditioning and water cooling purposes; and five (5) degrees Fahrenheit suction temperatures and eighty-six (86) degrees Fahrenheit condensing temperatures when used in connection with commercial or other refrigeration purposes.

(G) No water cooling tower or evaporative type of condenser shall be installed or erected in any location that will expel or discharge hot or moisture-laden air into any adjacent building or into any part of a building occupied by equipment, or into any passageway or sidewalk.

(H) Every direct water connection to a refrigeration system using water from the city water mains shall be equipped with a check valve in the water supply line preceding the automatic water control device.

(I) Condenser discharge water piping must terminate at a point of at least two (2) inches above a trapped, open drain funnel to the sewer.

85-60. Class A, Class B, Class C and Class D Systems, except Class D Self-Contained Systems, shall be equipped with pressure gauges on the high and low pressure side. Every liquid level gauge-glass shall be of sufficient strength to withstand the high-side test pressure, and, except those of the bull's-eye type, shall have automatic closing excess flow valves and shall be adequately protected against injury.

Permits, Tests and Inspections

85-61. *Before any owner or agent shall proceed with the installation or alteration of any mechanical refrigeration system, such owner or agent shall obtain a permit for the work. No refrigeration system shall be installed, erected or maintained, nor shall any reconstruction of old apparatus or old systems for mechanical refrigeration or cooling purposes be undertaken, unless plans and specifications shall be filed in the Office of the Department of Inspectional Services and approved by the Commissioner. The plans and specifications shall show the kind and amount of refrigerant used. Upon approval of the plans, a duplicate set of which shall be left on file in the Department of Inspectional Services, and the payment of the required fees, the Commissioner of Inspectional Services shall issue a permit for the installation of the apparatus. No permit shall be required for emergency repairs.*

85-62. *The fees provided for the issuance of a permit for the installation and first inspection of a refrigeration system shall be as follows:*

Class A: \$67.00 for each compressor or generator unit.

Class B: \$50.00 for each compressor or generator unit.

Class C: \$35.00 for each compressor or generator unit.

Class D: \$25.00 for each compressor or generator unit.

Class E: \$15.00 for each compressor or generator unit.

85-63. *The fee for the annual inspection of refrigeration systems shall be as follows:*

\$12.00 for each compressor or generator unit of three (3) tons or less capacity.

\$25.00 for each compressor or generator unit over three (3) tons and not over thirty (30) tons of capacity.

\$30.00 for each compressor or generator unit over thirty (30) tons and not over one hundred (100) tons capacity.

\$35.00 for each compressor or generator unit over one hundred (100) tons and not over one thousand (1000) tons capacity.

\$50.00 for each compressor or generator unit over one thousand (1000) tons capacity.

Compressor capacity shall be based on the applicable Air Conditioning and Refrigeration Institute (A.R.I.) published rating for the equipment involved.

The provisions of Section 85-63 shall not apply to any system containing less than four (4) pounds of refrigerant.

85-64. *It shall be the duty of any person installing refrigeration systems to apply tests to the systems as required by the Commissioner of the Department of Inspectional Services.*

(A) *Tests shall be made in the presence of an inspector of the Department of Inspectional Services and shall be applied to every refrigeration system as required by the provisions of this Chapter.*

(B) *It shall be the duty of every person installing refrigeration systems to notify the Commissioner of the Department of Inspectional Services whenever any system has reached the state of construction where it is ready for inspection tests.*

(C) *The testing of every refrigeration system shall include a pressure or vacuum test of the complete piping system, preferably with the evaporator installed, but valves may be closed to prevent withdrawal of the refrigerant.*

(D) *Under these tests, a partial vacuum of twenty (20) inches of mercury shall be produced within the system, and shall be held for a period of at least one hour with no detectable change.*

(E) *Every part of every refrigeration system shall be designed, constructed, assembled, and tested to withstand safely, and without injury, the required minimum test pressures. These test pressures shall be held by every refrigeration system under test for a period of one hour or over with no detectable change.*

(F) *Pressure tests of refrigeration systems shall be made with air, carbon dioxide, nitrogen, or other inert gas approved by the Department of Inspectional Services. When practicable, water may be used. When testing with air, care shall be taken to prevent the temperature at any point from rising above one hundred thirty (130) degrees Fahrenheit.*

85-65. *The Commissioner of the Department of Inspectional Services and his assistants shall inspect all parts of all mechanical refrigeration systems employing any refrigerant which is expanded, vaporized, liquefied, or compressed in its refrigeration cycle, including piping, machinery, boilers, tanks, jacketed kettles, generators, shell brine coolers, shell condensers, shell absorbers, purifiers, pipe condensers, compressors and pipes used therein, and the apparatus connected therewith and the extensions thereunto. The Commissioner or his assistants shall make such inspections once in each year. The Commissioner of Inspectional Services is further authorized and required to inspect any refrigeration system or apparatus whenever, in his judgment, inspection is necessary for the protection of life and property. Whenever such inspection discloses that on account of age, obsolescence, wear and tear, or for any other cause such refrigeration system has become or is likely to become dangerous to life and health, the Commissioner shall give notice in writing to the person owning, leasing, or controlling such refrigeration system, directing him to make such changes, alterations, or repairs as in the judgment of the Commissioner are necessary to make the refrigeration system safe for the occupants of the premises. The notice shall state briefly the nature of the work required to be done and shall specify the time in which the work shall be completed, which shall be fixed by the Commissioner of Inspectional Services upon consideration of the condition of such refrigeration system, or parts thereof and the danger to life or property which may result*

from its unsafe condition. Upon failure of such person to comply with the requests set forth in such notice within the time fixed in such notice, the Commission is hereby authorized to order the system shut down and the refrigerant pumped from the system and to prohibit its further use until the aforesaid directions are complied with. Any expenses or outlay incurred by the Commissioner in shutting down the refrigeration system shall be a charge upon, and be collected from the owner, lessee, or person controlling such system by legal proceedings prosecuted by the Department of Law.

85-66. When an inspection of a mechanical refrigeration system has been made, and the same has been approved by the Department of Inspectional Services, the Commissioner shall make and deliver to the person for whom the inspection was made, upon payment of the required fees, a Certificate of Inspection, together with a general description of such apparatus stating for what purpose the appliances are to be used and the pressure in pounds at which they may safely be used. This certificate shall be framed and hung in a conspicuous place in the machinery room. It shall be unlawful for any person to use or operate any refrigeration system required to be inspected under the provisions of the Municipal Code until a Certificate of Inspection has been issued by the Department of Inspectional Services. It shall be unlawful for any person to use or operate any refrigeration system that has been repaired, reconditioned, or reconstructed until a certificate has been procured from the Department of Inspectional Services to the effect that the system is in such a condition that it can be used safely.

85-67. It shall be the duty of the Department of Inspectional Services, upon an application in writing made by any person owning, leasing or controlling the use of any mechanical refrigeration system, stating that the same is out of repair or has been repaired, to examine the repairs when completed, and to determine if the repairs have been completed properly. It shall be unlawful for any person to use any mechanical refrigeration system after the same has been repaired until a certificate has been procured from the Commissioner to the effect that repairs have been completed properly and that the boiler, unfired pressure vessel, or mechanical refrigeration system may be used safely.

85-68. Penalty. Any owner or agent who shall violate any provisions of this Chapter shall be fined not less than twenty-five (\$25.00) dollars, nor more than two hundred (\$200.00) dollars for each offense. Each day such violation shall continue shall be deemed a separate and distinct offense. Any builder or contractor who shall violate any of the provisions of this Chapter shall be liable for the penalties provided and imposed by this section.

85-69. If any provision, clause, sentence, paragraph, section, or part of this Chapter, or application thereof to any person or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this Chapter would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, or part thereof not been included.

SECTION 2. Any prosecution arising from a violation of any ordinance repealed herein whether expressly or by implication, which prosecution may be pending at the time this Chapter becomes effective, or any prosecution which may be started within one year after the effective date of this chapter, in consequence of any violation of any ordinance or part of ordinance repealed herein, which violation was committed previous to the effective date of this Chapter, shall be tried and determined exactly as if such ordinance or part thereof had not been repealed.

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

APPOINTMENT OF MR. WILLIAM STALKER AS MEMBER OF
CITY OF CHICAGO ELECTRICAL
COMMISSION APPROVED.

The Committee on Buildings submitted the following report:

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a written communication from the Honorable Mayor, Harold Washington (which was referred on March 12, 1986) recommending the appointment of Mr. William Stalker as a member of the City of Chicago Electrical Commission, begs leave to recommend that Your Honorable Body *Approve* said recommendation.

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

Respectfully submitted,
(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, the said proposed appointment of Mr. William Stalker as a member of the Chicago Electrical Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ETC.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said order as passed:

Ordered. That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Personal Injury.

Department of Streets and Sanitation: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Florence Francis Dohra 3001 North Neva Avenue Chicago, Illinois 60634	10/26/84 3134 North Nottingham Avenue	\$1,500.00

Damage to Property.

Department of Sewers: Account No. 314.9112.934.

Name and Address	Date and Location	Amount
Delta Imports 2242 West Chicago Avenue Chicago, Illinois 60622	10/19/85 2242 West Chicago Avenue	\$130.00

Damage to Vehicles.

*Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Frank R. Castiglione 1339 West Flournoy Street Chicago, Illinois 60607	8/7/85 1339 West Flournoy Street	\$153.70
Bertha L. Monroe 1217 South Independence Boulevard Chicago, Illinois 60623	11/19/85 Independence Boulevard and Roosevelt Road	200.00

Damage to Vehicles.

Department of Fire: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Montgomery Ward Ins. and Lovell McDaniels -- Cl. AP0134284-12085 c/o Dennis Wm. Kemp One East Northwest Highway, Suite 101 Palatine, Illinois 60067	1/20/85 59th and Ashland Avenue	\$1,424.38
Philip G. Greco 2445 North Kimball Avenue Chicago, Illinois 60647	10/22/85 Milwaukee and Kimball Avenues	1,027.71
Mario C. McBride 2001 South Michigan Avenue Chicago, Illinois 60616	11/29/85 63rd Street and King Drive	362.90

Damage to Property.

Department of Police: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Edward Bour	6/14/85	\$785.00

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Name and Address	Date and Location	Amount
6224 North Fairfield Avenue Chicago, Illinois 60659}	1219 West Foster Avenue	
Milwaukee Ins. and Louis Krepelka Cl. 41292 7301 North Lincoln Avenue P.O. Box 46370 Lincolnwood, Illinois 60646	4/2/85 5727 South Harlem Avenue	\$1,019.00

*Damage to Property.**Department of Water: Account No. 200.9112.934.*

Name and Address	Date and Location	Amount
People Gas Light and Coke Co. File 85-0-168 122 South Michigan Avenue Chicago, Illinois 60603	9/25/85 5510 West Melrose Street	\$493.50

*Various Permit Refunds.**Department of Inspectional Services: Account No. 100.9112.934.*

Name and Address	Permit Number	Amount
Bern Electric, Inc. 5937 West Grand Avenue Chicago, Illinois 60639	618721 0	\$212.15
Bern Electric, Inc. 5937 West Grand Avenue Chicago, Illinois 60639	639604 7	207.15
Doyle Signs, Inc. 232 Interstate Road Addison, Illinois 60101	312170-0 and 312171-6	212.00
G.E. Mathis Company 6100 South Oak Park Avenue Chicago, Illinois 60638	B598146	1,432.60
Henry J. Coyle 6339 South Kilpatrick Avenue Chicago, Illinois 60629	B654373	305.70
Ed Smolen 2218 North Lorel Avenue Chicago, Illinois 60639	652835	402.00

Name and Address	Permit Number	Amount
Arthur Postregna 8995 West Lyon Avenue Des Plaines, Illinois 60016	B657823	\$85.50
Turner Construction Company 55 West Monroe Street Chicago, Illinois 60603	B653417	78.00
Turner Construction Company 55 West Monroe Avenue Chicago, Illinois 60603	651205	78.00
Reinheimer and Fitzgera 847 West Grand Avenue Chicago, Illinois 60622	B660112	357.00
Robert Martinez 3405 West Dickens Avenue Chicago, Illinois 60647	657286	63.00

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
George V. Gundberg 11248 South Champlain Avenue Chicago, Illinois 60628	10/7/85 11248 South Champlain Avenue	\$125.00
Lula Robinson 1336 South Tripp Avenue Chicago, Illinois 60623	4/8/84 1336 South Tripp Avenue	1,450.00
Mrs. Armella Bernacki 2120 West Homer Street Chicago, Illinois 60647	6/12/85	287.00
Rita Louise Dittrich 5445 North Canfield Avenue Chicago, Illinois 60656	8/6/85 5445 North Canfield Avenue	225.00
Miguel G. Rivera 4162 West Cornelia Avenue Chicago, Illinois 60641	2/19/85 4162 West Cornelia Avenue	258.00

*Damage to Vehicles.**Department of Police: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Tower Ambulance Service 5700 North Clark Street Chicago, Illinois 60660	6/30/85 2140 West Berteau Avenue	\$231.25
Maryland Cas. and Biltmore Metals Inc. -- Cl. 562A792630 1919 South Highland Suite 200 C Lombard, Illinois 60148	4/4/85 I-94 and 93rd Street	1,185.79
State Farm Ins. Co. and Yousif Audisho -- Cl. 13-2188-646 7900 North Milwaukee Avenue Niles, Illinois 60648	4/26/85 Granville and Bell Avenues	725.22
Dinkes, Soll, Dinkes and Armstrong and Yellow Cab Co. File Y85-347 179 West Washington Street Chicago, Illinois 60602	3/30/85 47th Street and Forrestville Avenue	1,085.61
Mary Lou McGreal 10331 South Oakley Avenue Chicago, Illinois 60655	10/4/85 Longwood Drive and 103rd Street	1,181.72
Norma Frias Bautista 3543 West 57th Street Chicago, Illinois 60629	9/23/85 4335 West 63rd Street	628.26
MaryBeth Sweeney 201 Londonderry Court Mundelein, Illinois 60060	9/4/85 I-190 and 11200 West	200.00
Illinois Dept. of Transportation Cl. 43409-4 1000 Plaza Drive Schaumburg, Illinois 60196	5/27/85 2300 South Franklin Street	205.00
Betty Jane Jamison 7119 South Peoria Street Chicago, Illinois 60621	9/27/85 Morgan and 51st Streets	250.00

Name and Address	Date and Location	Amount
Underwriters Adj. Co. and Marian Cl. 255-Z-L1805 200 South Wacker Drive Chicago, Illinois 60606	9/30/85 1815 West Bryn Mawr Avenue	\$1,177.17
Angel Jimenez 3119 North Sacramento Avenue Chicago, Illinois 60620	12/5/85 Fullerton and California Avenues	204.69
Phillip Williams, Jr. 7719 South Aberdeen Street Chicago, Illinois 60620	3/24/85 7715 South Aberdeen Street	1,500.00
Allstate Ins. Co. and Harold and Winifred Vallas Cl. 1239484486 P.O. Box 127 Skokie, Illinois 60077	12/25/84 5640 North Lincoln Avenue	193.50
Joseph M. Proszek 8234 West O'Connor Drive River Grove, Illinois 60171	8/29/85 6007 West Belmont Avenue	200.00
Paul G. Smith 8545 Laramie Skokie, Illinois 60077	12/17/85 150 East Chicago Avenue	1,143.23

Damage to Vehicles.

*Department of Streets and Sanitation:
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Colonial Penn Ins. Co. and Gus Rouches Cl. W840109143-WOL 5 Penn Center Plaza Philadelphia, PA 19181	6/4/84	\$1,004.50
Allstate Ins. Co. and Carl Anderson Cl. 137-133-1214 FSP P. O. Box 189 Morton Grove, Illinois 60053	5/17/85 6808 North Sheridan Road	289.98

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Name and Address	Date and Location	Amount
Alfred Kozlowski 4136 North Monitor Avenue Chicago, Illinois 60634	4/22/85 180 North LaSalle Street	\$260.71
The Hartford and Theodore Schall Cl. 492AC00428 P. O. Box 6218 Southbend, Indiana 46660	3/27/85 Ashland and Montrose Avenues	658.95
Martin I. Kessler 613 Leamington Avenue Wilmette, Illinois 60091	6/11/85 4700 West Foster Avenue	330.91
Allstate Ins. and August Annerino Cl. 4614684555 P. O. Box 127 Skokie, Illinois 60076	4/17/85 Auto Pound 5	1,488.10
Susan Kahnweiler Talbert 433 Aldine Avenue Chicago, Illinois 60657	6/18/85 1220 North LaSalle Street	126.93
Whurry Bumpers P.O. Box 394 Momence, Illinois 60954	7/24/85 Auto Pound 7	360.00
Roslyn M. Galbo 1636 North Wells Street Apt. 1505 Chicago, Illinois 60614	6/10/85 817 North Michigan Avenue	330.20
Jeffrey S. Kohn 431 Suwanee Park Forest, Illinois 60466	6/26/85 250 North Columbus Drive	464.70
Douglas Krynicki 22W 351 Elmwood Drive Glen Ellyn, Illinois 60137	5/13/85 330 East Chicago Avenue	504.02
Underwriters Adj. Co. and Adam Piotrowski Cl. 002-7-Y1092 200 South Wacker Drive 15th Floor	2/11/85 Mason and Grand Avenues	191.11

Name and Address	Date and Location	Amount
Chicago, Illinois 60606]		
Terry Pool 4 South Pacific Cap Girardeau, Missouri 63701	5/5/85 810 North Michigan Avenue	\$45.00
George W. Skopis 2019 West Rice Street Chicago, Illinois 60622	7/12/85 2019 West Rice Street	193.00
State Farm Ins. and David Fisher Cl. 13 8546 911 JC 5676 South Archer Chicago, Illinois 60638	1/14/85 5652 South Christiana Avenue	454.79
William Jesse Lee 4361 West 78th Street Chicago, Illinois 60652	7/15/85 3201 South Western Avenue	481.40
K & S Photographics 222 North Canal Street Chicago, Illinois 60606	6/18/85 155 North Wacker Drive	94.38
Ben Franklin Adj. Co. and Philip Cappitelli Cl. 002 4Y 3314 200 South Wacker Drive Chicago, Illinois 60606	5/2/85 4800 West Fullerton Avenue	715.71
Frank W. Hauser, Jr. 6231 North LeMai Chicago, Illinois 60646	6/20/85 1200 North State Street	694.75
Ali Khosravian 7547 Ridge Boulevard Chicago, Illinois 60645	11/8/84 Randolph Street and Columbus Drive	90.15
David A. Smith 4100 North Marine Drive Chicago, Illinois 60613	9/8/85 Central Auto Pound	304.87
Michael Bennett Gray 2440 North Lakeview Avenue Chicago, Illinois 60614	7/26/85 1600 Lake Shore Drive	134.82
Carolyn Harris	8/8/85	427.50

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Name and Address	Date and Location	Amount
418 North Lawler Chicago, Illinois 60644]	Harrison and Wood Streets	
Kenneth Steve Shubert 3447 North Rutherford Chicago, Illinois 60634	7/24/85 3201 South Western Avenue	\$560.00
Sidney A. Zipperman P. O. Box 2373 Salt Lake City, Utah 84110	10/2/85 Chicago and Michigan Avenues	120.84
Sam J. Stazzone 3901 West 59th Street Chicago, Illinois 60629	8/16/85 2814 West 39th Street	220.00
Michael John Conroy 8112 South Whipple Chicago, Illinois 60652	8/26/85 188 North Clark Street	65.00
Millard Edwards 627 East 87th Street Chicago, Illinois 60619	9/18/85 8654 South Champlain Avenue	629.17
Peoples Gas Light and Coke Co. File 85-0-159 122 South Michigan Avenue Chicago, Illinois 60603	9/25/85 1629 North Burling Street	583.94
Susan Elizabeth Wasick 1216 North Hoffman Park Ridge, Illinois 60068	7/9/85 4540 West Addison Street	461.01
Nancy Jean Chaudhry 6618 North Seeley Avenue Chicago, Illinois 60645	7/3/85 6041 North Clark Street	1,200.00
Jason Michael Duncan c/o Mr. John A. Schaeffer 308 North Wind Street -- P.O. Box 304 Flandreau, South Dakota 57028	9/9/85 1421 West Balmoral Avenue	677.31
Mr. and Mrs. Richard J. Neuendorif 2520 West Medill Avenue Chicago, Illinois 60647	11/6/85 2520 West Medill Avenue	197.36
Gregg Lynn Armbrister P. O. Box 29932	11/7/85 1201 North Clark Street	150.00

Name and Address	Date and Location	Amount
Richmond, Virginia 23229]		
Jose Ralph Hernandez 2721 West Division Street Chicago, Illinois 60622	11/6/85 508 West Randolph Street	\$286.35
Titus Radulescu 122 North 1st Street -- 8 Alhambra, California 91801	5/7/85 1940 West Foster Avenue	200.00
Juan Montoya and Joseph J. Strnad 1400 West 18th Street Chicago, Illinois 60608	8/9/85 1818 South Morgan Street	1,174.61
American States Ins. and Frank Karel Cl. 555-0002-119 P. O. Box 909 Wheaton, Illinois 60189	1/24/85 3640 West Bryn Mawr Avenue	373.64
Interstate Bankers Mut. Cas. Co. and Ellus Wicks Cl. 30925 8501 West Higgins Road, Suite 446 Chicago, Illinois 60631	8/7/85 2748 Kilpatrick Avenue	381.25
Juliana Rose Jaskold 5944 North Manton Avenue Chicago, Illinois 60646	11/12/85 1231 North Clark Street	124.99
Jeff Tolsma 546 West Cornelia Avenue -- Garden Apt. Chicago, Illinois 60657	11/7/85 546 West Cornelia Avenue	280.00
William H. Tatum 12253 South Racine Avenue Chicago, Illinois 60643	10/30/85 73rd and Stony Island Avenue	140.01
Jack Kotlewski 2453 North Avers Avenue Chicago, Illinois 60647	12/9/85 Wacker Drive and LaSalle Street	135.93
John J. Herlihy 4718 West 54th Street Chicago, Illinois 60632	12/26/85 5131 South Cicero Avenue	123.20

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Name and Address	Date and Location	Amount
Urma Gene Falkner 3535 South Cottage Grove Avenue -- 301 Chicago, Illinois 60653	10/24/85 87th Street and Loomis Street	\$258.74
Laura M. Drozd 9730 South Walden Parkway Chicago, Illinois 60643	1/2/86 105th and Longwood Drive	204.01
Maureen P. Donnelly 6958 North Oriole Avenue Chicago, Illinois 60631	12/22/85 6600 North Northwest Highway	794.18
Catalina L. Rodriquez 5014 North Hermitage Avenue Chicago, Illinois 60640	12/26/85 5030 South Cicero Avenue	148.60
Esther M. Salinas 8167 Patterson Dyer, Indiana 46311	1/13/86 16th Street and South Michigan Avenue	93.02
Seymour Stein 3133 Greenleaf Avenue Wilmette, Illinois 60091	11/21/85 Taylor Street and Wolcott Avenue	230.32
George James Zrust 2047 West Hutchinson Street Chicago, Illinois 60618	12/26/85 Clark Street at Roscoe Street	399.74
Anthony R. Pilas 3207 North Nottingham Avenue Chicago, Illinois 60634	12/29/85 5033 West Roscoe Street	270.00
Robert William Wagner 3604 West 81st Place Chicago, Illinois 60652	1/20/86 84th Street and Columbus Drive	212.50
Kathleen F. Becker 8908 South McVicker Avenue Oak Lawn, Illinois 60453	12/28/85 8612 South Kostner Avenue	246.24
Annie L. Ambrogio Kilian 5 Conti Parkway Elmwood Park, Illinois 60635	2/4/86 North Avenue and Spaulding Avenue	139.56
Martha Menzies 8137 East Manistee Avenue	12/12/85 4500 West 79th Street	214.97

Name and Address	Date and Location	Amount
Chicago, Illinois 60617]		
Dawn Therese Stiegal 9029 South 85th Avenue Hickory Hills, Illinois 60457	1/31/86 65th Street	\$260.35
Perry Joseph Tarica 5918 North Harlem Avenue Chicago, Illinois 60631	2/26/86 6730 North Lehigh Avenue	288.22
Dr. Harmut B. Mokros 1332 East 56th Street Chicago, Illinois 60637	12/26/84 600 North Lake Shore Drive	123.86
Thomas E. Nodurft 307 West Concord Place, 2nd Fl. Chicago, Illinois 60614	1/1/86 217 North Michigan Avenue	514.50
American Ambassador Cas. and Willie Jackson -- Cl. 93808 900 Skokie Boulevard Northbrook, Illinois 60062	5/23/84 Washtenaw Avenue and Logan Boulevard	482.32
Grace E. Bevcar 3137 West 85th Street Chicago, Illinois 60652	1/8/86 87th Street and Lawndale Avenue	79.74
Joseph R. Christian, Jr. 8501 Washington Avenue Brookfield, Illinois 60513	2/17/86 4519 West Ogden Avenue	221.50
Harry Gamuranes 7610 West Suffield Morton Grove, Illinois 60053	2/26/86 Lincoln and Winnemac Avenues	474.53
John M. Jerding 8527 South Kildare Avenue Chicago, Illinois 60652	6/19/85 1420 South Peoria Street	622.75
Frank B. Hall 230 West Monroe Street Chicago, Illinois 60606	10/12/85 Parking Facility 5	82.30
Kenji Hashimoto c/o Sumitomo Corp. of America 875 North Michigan Avenue, Suite 3800 Chicago, Illinois 60611	2/18/86 Parking Facility 5	68.00

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Name and Address	Date and Location	Amount
Barbara A. Curran 4604 South Union Avenue Chicago, Illinois 60609	2/13/86 7800 South Kedzie Avenue	\$9.00
Shirley James 8106 South Ada Street Chicago, Illinois 60636	1/28/84 8003 South Ada Street	1,000.00
Harriet M. Orrington 600 North McClurg Court Chicago, Illinois 60611	11/7/85 3000 North Sheridan Road	271.31
Charles Dicaro 706 West 26th Street Chicago, Illinois 60616	3/3/86 1750 South Ruble Street	301.61
David J. Lesney 4504 North Leavitt Street Chicago, Illinois 60625	3/14/85 321 West Ontario Street	919.71
Wilfredo Ayala 1030 North Francisco Avenue Chicago, Illinois 60622	8/12/85 Kinzie and LaSalle Streets	200.00

;and

Be It Further Ordered, That the Commissioner of Water is authorized to decrease, the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935.

Name and Address	Date and Location	Amount
Mr. Martin Clark 305-307 West 65th Street Chicago, Illinois 60621	10/22/84 -- 12/24/84 303 West 65th Street	\$400.00
Mr. E. Jackson 3917 West 14th Street Chicago, Illinois 60623	3/8/84 -- 5/8/84 3917 West 14th Street	199.84
Edward Boyd 1954 West Adams Street Chicago, Illinois 60612	1/8/85 -- 3/15/85 1954 West Adams Street	164.27
St. Michael Rehab. 4200 West Adams Street Chicago, Illinois 60624	7/24/84 -- 10/29/84 4157-4159 West Adams Street	400.00

Name and Address	Date and Location	Amount
Carlos T. Wilson P. O. Box 8020 Chicago, Illinois 60680	6/12/84 -- 6/19/85 1808 North Wells Street	\$400.00
George Garcia 4521-4523 North Magnolia Avenue Chicago, Illinois 60640	6/20/84 -- 2/27/85 4521-4523 North Magnolia Avenue	315.65
Julia May Humphrey 3942 West Van Buren Street Chicago, Illinois 60624	1/22/85 -- 5/21/85 3942 West Van Buren Street	370.21
Mr. M. A. Lassandrello 4401 South St. Louis Avenue Chicago, Illinois 60632	12/21/84 -- 2/20/85 4401 South St. Louis Avenue	400.00
Robert L. Moore 5409 South Shields Avenue Chicago, Illinois 60609	1/23/85 -- 9/20/85 5409 South Shields Avenue	195.86
John H. Slimak 3757 South Campbell Avenue Chicago, Illinois 60632	11/30/84 -- 3/27/85 4737 South Paulina Street	155.61
Lillian Hollenbach 2322 West 22nd Place Chicago, Illinois 60608	2/4/85 -- 4/12/85 2322 West 22nd Place	112.85
Jose A. Lopez 1004 West 18th Street Chicago, Illinois 60616	6/1/84 -- 7/31/84 3400 West 26th Street	400.00
Sterling P. Kersh 7748 South Green Street Chicago, Illinois 60620	1/31/85 -- 9/30/85 11845 South Emerald Avenue	262.58
Ms. Claudette Morin 1818 North Burling Street Chicago, Illinois 60614	2/6/84 -- 10/11/84 1818 North Burling Street	400.00
Juan Santos 1257 North Campbell Avenue Chicago, Illinois 60622	3/21/85 -- 5/17/85 1257 North Campbell Avenue	400.00

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Name and Address	Date and Location	Amount
Bernice Williams 5311 South Winchester Avenue Chicago, Illinois 60609	2/13/85 -- 4/9/85 5311 South Winchester Avenue	\$65.09
Jeanette Goulston 8516 South Dorchester Avenue Chicago, Illinois 60619	4/16/85 -- 6/6/85 8516 South Dorchester Avenue	101.48
Andrew Alyionovich 916 West 36th Street Chicago, Illinois 60609	1/28/85 -- 9/19/85 916 West 36th Street	343.29
Juana Flores 2537 South Harding Avenue Chicago, Illinois 60623	7/26/84 -- 4/3/85 2537 South Harding Avenue	275.66
Thomas Potts 4045 West 21st Place Chicago, Illinois 60623	1/9/85 -- 3/18/85 2820 West Arthington Street	226.63
Frank Anthony 2456 West Roosevelt Road Chicago, Illinois 60608	7/26/84 -- 1/14/85 2456 West Roosevelt Road	400.00
Ben Willie Brown 32 North Kostner Avenue Chicago, Illinois 60624	3/15/84 -- 9/21/84 32 North Kostner Avenue	367.84
Ms. Alice Liner 8218 South Hermitage Avenue Chicago, Illinois 60620	1/25/84 -- 7/24/84 3439 South Giles Avenue	343.64
Marcia Bodenstedt c/o Thomas M. Knepper 55 East Monroe Street Suite 3422 Chicago, Illinois 60603	10/24/84 -- 1/8/85 2042 North Kenmore Avenue	226.79
Georgia Gatlin 1102 West 59th Street Chicago, Illinois 60621	7/2/85 -- 10/30/85 1102 West 59th Street	400.00
Burt Rose 7033 North Kedzie Avenue Chicago, Illinois 60645	11/1/84 -- 1/3/85 10106 South Michigan Avenue	400.00

;and

Be It Further Ordered, That the Commissioner of Water is authorized to refund, the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935.

Name and Address	Date and Location	Amount
Edward Barnaby c/o Calumet Marine Towing 1631 Davis Whiting, Indiana 46394	1/11/85 -- 3/14/85 9830 South Green Bay Avenue	\$400.00
Mr. Harry King 4344 West Monroe Street Chicago, Illinois 60624	3/20/85 -- 5/22/85 4344 West Monroe Street	38.72
Mr. L. M. Petty 1541 South Homan Avenue Chicago, Illinois 60623	4/4/85 -- 6/7/85 1541 South Homan Avenue	264.48
Kenneth R. Podewell 2737 West 89th Place Evergreen Park, Illinois 60642	4/19/85 -- 6/14/85 529 West 61st Street	70.60
Bartolo Esteves 1225 North Artesian Avenue Chicago, Illinois 60622	3/19/85 1225 North Artesian Avenue	236.06
Walter Kiebles 4748 South Marshfield Avenue Chicago, Illinois 60609	9/20/85 -- 3/26/85 4748 South Marshfield Avenue	21.59
Mrs. M. Powe 1910 South Springfield Avenue Chicago, Illinois 60623	4/22/85 -- 6/19/85 1910 South Springfield Avenue	125.25
Rafael and Maria Rojas 4449 South Talman Avenue Chicago, Illinois 60632	9/13/84 -- 1/16/85 4449 South Talman Avenue	383.36
James A. White 8042 South Hermitage Avenue Chicago, Illinois 60620	4/17/84 -- 10/17/84 5928 South Racine Avenue	400.00
Jack Lavine 2223-2229 West Chicago Avenue Chicago, Illinois 60622	5/21/85 -- 7/22/85 2223-2229 West Chicago Avenue	328.75
Mr. J. A. Crawford	5/17/85 -- 7/17/85	125.25

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Name and Address	Date and Location	Amount
1744 East 73rd Place Chicago, Illinois 60649	5640 South Michigan Avenue	
Mr. Jenkins 8343 South Perry Avenue Chicago, Illinois 60620	3/13/85 -- 5/14/85 8057-8059 South Rhodes Avenue	\$322.04
Erwin Maloy 949 West Belden Avenue Chicago, Illinois 60614	12/31/84 -- 9/6/85 2659 North Magnolia Avenue	400.00
John O'Brien 105 West Madison Street Chicago, Illinois 60602	3/25/85 -- 7/23/85 1636 West Julian Street	65.50
Ms. Gloria Vitalo 1021 South Claremont Avenue Chicago, Illinois 60612	4/1/85 -- 7/31/85 1917 South Racine Avenue	312.26
Mr. H. Kudesh 6112 North Central Park Avenue Chicago, Illinois 60659	1/30/85 -- 3/20/85 3013 North Clybourn Avenue	136.18
Mr. M. Szczudlo 834 North Washtenaw Avenue Chicago, Illinois 60622	6/4/85 -- 8/2/85 834 North Washtenaw Avenue	115.37
Robert Dominquez 3145 North Oakley Boulevard Chicago, Illinois 60618	1/25/84 -- 9/20/84 3145 North Oakley Boulevard	119.58
Lillian Ratcliff 8953 South Constance Avenue Chicago, Illinois 60617	12/3/84 -- 3/18/85 7711 South Yates Boulevard	298.12
Leonard Marcus 1344 North Dearborn Street Chicago, Illinois 60610	7/10/85 -- 9/13/85 1344 North Dearborn Street	400.00
Tracy Davis 1443 West Marquette Road Chicago, Illinois 60636	4/25/85 -- 6/28/85 6644 South Marshfield Avenue	400.00
Joseph Uscila 2541 West 39th Place Chicago, Illinois 60632	1/25/84 -- 5/18/84 2541 West 39th Place	125.46

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS FOR
VEHICULAR PROPERTY DAMAGE, PERSONAL INJURY,
ET CETERA.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which were referred on May 15, 1985 and subsequent claims as follows:

May 3, 1985	Owner or occupant
July 2, 1984	Farmers Ins. Group and Kathryn Koch -- Cl. 08-H57790
June 25, 1985	Bertha Howard
June 24, 1985	Monument of Love Church
June 25, 1985	James M. Wall
July 12, 1985	Bastilisa Bravo
July 30, 1985	Robert Hudson
December 15, 1984	Theresa H. Pas
June 21, 1985	Corey A. Levens
April 15, 1985	David M. Hibbard
August 13, 1985	City Ventures
August 16, 1985	Sam J. Stazzone
February 2, 1985	American Ambassador Ins. and Talmage Green -- Cl. 98752
February 28, 1985	Allstate Ins. Co. and Michelle Jantke -- Cl. 123-9645-838
April 4, 1985	Allstate Ins. Co. and Amy Veller -- Cl. 101-985679-5C04
August 25, 1985	Efrain Cordova
August 3, 1985	Dean E. Robert, Jr. (Robert's Foods, Inc.)
July 25, 1985	Lydia Von Ziebrecht
July 2, 1985	Sheryl L. Fitzpatrick
September 23, 1985	Shirley R. Friedman
May 3, 1985	Allstate Ins. Co. and Charles Nooten -- Cl. 183-8856-431
September 23, 1985	Allstate Ins. Co. and Roy W. Clemens -- Cl. 270-97-3365-8-FSW
October 7, 1985	James Amedeo
October 14, 1985	Floyd Boss

October 16, 1984	State Farm Ins. Co. and Bruce Bower -- Cl. 380-845-F17-13
March 18, 1985	State Farm Ins. Co. and Millicent Williamson -- Cl. 13-8563-803
March 13, 1985	Underwriters Adjust. Co. and Lloyd Norton -- Cl. 1-Y1665
August 22, 1985	Allstate Ins. Co. and Kathleen Jones -- Cl. 123-9765-248-FSP
January 1, 1985	State Farm Ins. Co. and Joel and Margarita Corral -- Cl. 13-2162-636
April 10, 1985	Gwen D. Davis
August 11, 1985	U.S.F. and G. Co. and Wanda Y. Moy -- Policy DPA-1250932801
August 8, 1985	Lonn A. Wolf
December 16, 1985	Parkway Bank and Trust Company
December 9, 1985	Jerome Washington
November 23, 1985	David Pitchford
November 18, 1985	Mildred L. DeShong
December 11, 1985	Economy Fire and Cas. Co. and Robert L. Toll -- Cl. FB7953-72AA5
November 24, 1985	Fulton Street Management Corp., c/o Raymond Dempsey, Jr.
January 8, 1986	James R. Lindemulder
January 4, 1986	Tony A. Calloway
January 8, 1986	Employers Mutual Companies and Dorothy Patheal -- File MA6-701-770
January 2, 1986	James R. McKenna
December 27, 1985	State Farm Ins. Co. and Hector Alfaro -- Policy 4924-555-13E
December 17, 1985	State Farm Ins. Co. and Joseph Leifer -- Cl. 13-2246-366
November 10, 1985	Mary Ellen Cowan
March 21, 1983	State Farm Ins. Co. and Louise Garcia -- Cl. 13-8459-478
November 12, 1985	Allstate Ins. Co. and Rudolph Rodriguez -- Cl. 252-0373-099
October 1, 1985	Barbara Jean Carter
January 7, 1986	Roberto Colon
January 2, 1986	Gladys J. Gresham
December 17, 1985	State Farm Ins. Co. and Starline Builders -- Cl. 13-2246-228
August 16, 1985	Sam J. Stazzone
December 11, 1985	Economy Fire and Cas. Co. and Robert L.

February 20, 1986 October 15, 1985	Toll -- Cl. FB79-537-2 XD6 Debra M. Mangogna Bernard Milgrom
December 25, 1985	Aetna Ins. Co. and John Morton -- File F-208-ACP-SP
November 1, 1985	Allstate Ins. Co. and F. & J. Furniture, Inc. -- Cl. 13-7144-0643 FSW
July 12, 1985	Allstate Ins. Co. and Wardell Harris -- Cl. 183-8880-480 FSH
November 16, 1985	American Family Ins. Co. and Patricia Sreenan -- Cl. 671-030876
December 1, 1985	American Family Ins. Co. and Ithomi Antonopoulos -- Cl. 671-074341
December 10, 1985 September 23, 1985 November 26, 1985	Velma Sue Junell May Ip State Farm Ins. Co. and Della Guillen -- Cl. 13-5008-288
February 18, 1986 February 19, 1986	Josephine T. Gandor Luigi Pompeo
September 18, 1985	Allstate Ins. Co. and Willie Clifton -- Cl. 270-9730-621
January 7, 1986	Amica Mutual Ins. Co. and Patricia Wonderlick -- File L16M01124
December 26, 1985	Allstate Ins. Co. and Arthur Milas -- Cl. 252-039-4035
March 1, 1986 October 17, 1985	Pat F. Capone Allstate Ins. Co. and Mary A. Ransford Cl. 123-9802-066
October 22, 1985 October 22, 1985 February 8, 1985	Richard V. Macys Richard V. Macys State Farm Ins. Co. and Christopher Harmon -- Cl. 13-8582-825MW
October 4, 1985	Safeco Ins. Co. and Thomas Alessi -- Policy D-390733
February 17, 1986	Linda L. Phelan
September 26, 1983	Natl. Ben Franklin Ins. Co. and Thomas Steffek -- File 002-6-V0699
December 31, 1985	State Farm Ins. Co. and Marianne Solver Cl. 13-2261-092
October 14, 1985	Prestige Cas. Co. and Richard Jackson -- File M31974
February 13, 1986 October 10, 1984	Ruben S. Gregory Joseph Abrahams

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,
(Signed) JOSEPH S. KOTLARZ,
Chairman.

SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which were referred February 26, 1986 and subsequent, sundry claims for condominium refuse rebates, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,
(Signed) JOSEPH S. KOTLARZ,
Chairman.

On motion of Alderman Kotlarz, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full, as follows, and charged to Account No. 100.9112.939:

[List of claimants are printed on pages 29837 through 29843
of this Journal.]

COMMITTEE ON ECONOMIC DEVELOPMENT.

**APPROVAL GIVEN TO APPOINTMENT OF
MR. WILLIAM BRAZLEY AS MEMBER
OF ECONOMIC DEVELOPMENT
COMMISSION.**

The Committee on Economic Development submitted the following report:

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated March 12, 1986, appointing William Brazley as a member of the Economic Development Commission for a one-year term, begs leave to recommend that Your Honorable Body *Approve* said appointment.

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

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

On motion of Alderman Hansen, the said proposed appointment of Mr. William Brazley as a member of the Economic Development Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

(Continued on page 29844)

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REPORTS OF COMMITTEES

29837

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 NOTICE PERIOD COUNCIL ORDERS--PASSED

MEETING DATE 5/14/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
ALBERT HALL APARTMENTS	48	ANNUAL	3,600.00	MICHAEL F. SHEAHAN	19
ACADEMY TOMHOUSES ASSOCIATION	24	ANNUAL	840.00	MICHAEL F. SHEAHAN	19
AIRSLIE PARK CONDOMINIUM ASSN.	82	ANNUAL	1,748.00	MARION K. VOLINI	48
AIRSLIE PARK TOMHOUSE CONDO.	6	ANNUAL	450.00	MARION K. VOLINI	48
ALBANY CONSERVED	6	ANNUAL	450.00	RICHARD F. MELL	33
ARVILLE ESTATES CONDO. ASSN.	6	ANNUAL	450.00	MARION K. VOLINI	48
ARVILLE HOME CONDOMINIUM ASSN	15	ANNUAL	1,104.00	MARTIN J. OBERMAN	43
ASTOR VILLA CONDOMINIUM ASSN.	50	ANNUAL	2,033.00	MARTIN J. OBERMAN	43
BARCLAY CONDOMINIUM	83	SEMI-ANNUAL	1,200.00	TIMOTHY C. EVANS	04
BANKY QUADRANGLE CONDO. ASSN.	116	ANNUAL	3,555.00	BERNARD J. HANSEN	44
BELMONT TERRACE CONDO ASSN.	18	SEMI-ANNUAL	434.00	WILLIAM J.P. BANKS	36
BELMONT-CHERKIDGE CONDOMINIUM	9	ANNUAL	675.00	BERNARD J. HANSEN	44
BERWICK CONDOMINIUM ASSN.	18	ANNUAL	720.00	BERNARD J. HANSEN	44
BIRCH TREE TRAIL #1	18	SEMI-ANNUAL	420.00	ROMAN FUCINSKI	41
BLACKSTONE CONDOMINIUM	18	ANNUAL	1,182.00	LAWRENCE S BLOOM	05
BOULDER CONDOMINIUM ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
BRIKESVILLE GARDENS CONDOMINIUM	12	SEMI-ANNUAL	258.50	ROMAN FUCINSKI	41
CARDEN COURT CONDO. ASSN.	23	SEMI-ANNUAL	468.00	MICHAEL F. SHEAHAN	19
CAROUSSEL COURT CONDO ASSOC	30	SEMI-ANNUAL	610.00	GERALD H. MCLAUGHLIN	45
CEDARHURST II CONDOMINIUM	5	SEMI-ANNUAL	172.50	ANTHONY C. LAURINO	39
CHICAGO-CONCORD LANE CONDO.	20	ANNUAL	1,500.00	MARTIN J. OBERMAN	43
CHIPPewa APARTMENTS ASSN.	56	ANNUAL	2,036.00	TIMOTHY C. EVANS	04
CLEAR RIDGE CONDOMINIUMS II	24	ANNUAL	660.00	WILLIAM F. KRYSZYNSKI	23
CLIFTON PLACE CONDO. ASSN.	10	ANNUAL	1,049.00	MARTIN J. OBERMAN	43
COLORADO COURT HOMES/OWNERS	13	ANNUAL	975.00	DAVID D. ORR	49
COLORADO TERRACE CONDOMINIUM	17	SEMI-ANNUAL	480.00	WILLIAM J.P. BANKS	36
COMMERCE HEALTH PLAZA CONDO. ASSN	361	SEMI-ANNUAL	5,130.00	BERNARD J. HANSEN	44
CONSERVATORY CONDOMINIUM ASSN.	39	ANNUAL	2,330.67	MARTIN J. OBERMAN	43
CORDELLATION CONDOMINIUM ASSN	104	ANNUAL	911.17	MARTIN J. OBERMAN	43
CORWELL VILLAGE TOWER CONDO.	148	ANNUAL	5,550.00	TIMOTHY C. EVANS	04
CORWELL VILLAGE TOWERHOUSE	18	ANNUAL	1,350.00	TIMOTHY C. EVANS	04
CURLING COURT CONDO. ASSN.	25	SEMI-ANNUAL	600.00	BERNARD J. HANSEN	44
DARTON-DICKENS CONDOMINIUM ASSOCIATION	222	SEMI-ANNUAL	2,646.00	BERNARD J. HANSEN	44
DICKENS COURT CONDOMINIUM ASSN	42	ANNUAL	1,292.00	MARTIN J. OBERMAN	43
DURCHESTER CONDOMINIUM ASSN.	24	ANNUAL	1,460.00	TIMOTHY C. EVANS	04
DURCHESTER CONDOMINIUM ASSN.	15	ANNUAL	684.00	TIMOTHY C. EVANS	04
DURKELL SMOKE CONDOMINIUM	24	ANNUAL	1,800.00	MARTIN J. OBERMAN	43
EAST LAKEVIEW TOWERHOUSE ASSN.	8	ANNUAL	600.00	BERNARD J. HANSEN	44
EAST OF LEBENS CONDOMINIUM	24	ANNUAL	1,022.80	JOSEPH S. KOTLARZ JR	35
EAST POINT CONDOMINIUM	159	SEMI-ANNUAL	3,100.20	MARION K. VOLINI	48
EAST VIEW PARK CONDO. ASSN.	110	SEMI-ANNUAL	2,790.00	LAWRENCE S BLOOM	05
EDGESTONE CONDOMINIUM HOMES,	80	SEMI-ANNUAL	1,905.75	BERNARD J. HANSEN	44
ELBA GREEN HOUSING COOPERATIVE	439	ANNUAL	29,750.00	FERRY H. HUTCHINSON	09
EDGEWOOD PARK II	11	ANNUAL	543.00	ROMAN FUCINSKI	41

OFFICE OF THE CLERK
COMMITTEE ON CLAIMS AND LIABILITY
RETIRE BENEFIT COUNCIL OFFERS--PASSED

MEETING DATE 5/14/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF FLIGHTS UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
EDISON VILLA CONDO ASSOC.	9	SEMI-ANNUAL	299.50	ROMAN FUCINSKI	41
ELMHURST STREET CONDO ASSOC.	8	SEMI-ANNUAL	300.00	GERALD M. McLAUGHLIN	45
ELLIS COOPERATIVE	33	ANNUAL	1,116.00	TIMOTHY C. EVANS	04
ELLIS ESTATES CONDOMINIUM	9	ANNUAL	538.00	TIMOTHY C. EVANS	04
ELMOLE CONDOMINIUM ASSH.	6	ANNUAL	450.00	MARION K. VOLINI	48
FARWELL COURTS CONDOMINIUM	9	SEMI-ANNUAL	187.50	DAVID B. ORR	49
FOUNTAIN VIEW CONDO ASSOC	30	SEMI-ANNUAL	209.00	FERRARD L. STONE	50
FURTHAIRE CONDOMINIUM	29	SEMI-ANNUAL	646.16	GERALD M. McLAUGHLIN	45
FOUR CORNER III CONDO. ASSN.	6	SEMI-ANNUAL	225.00	TIMOTHY C. EVANS	04
FRIENDLY VILLAGE #4 CONDO	18	SEMI-ANNUAL	582.50	ROMAN FUCINSKI	41
FULLERTON COLONNAGE CONDO.	14	ANNUAL	1,050.00	MARTIN J. OBERMAN	43
GALLERY CONDOMINIUM ASSH.	16	SEMI-ANNUAL	413.40	MICHAEL F. SHEAHAN	19
GALLERY CONDOMINIUM ASSH.	15	ANNUAL	1,018.00	BERNARD J. HANSEN	44
GILL PARK COOPERATIVE	260	SEMI-ANNUAL	4,135.52	JEROME M. ORBACH	46
GLENNANE COURT CONDO. ASSH.	55	ANNUAL	1,641.73	MARION K. VOLINI	48
GLENNANE PROPERTY ASSOCIATION	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
GOODFRIEND CONDOMINIUM ASSN.	13	ANNUAL	704.00	MARION K. VOLINI	48
GRANVILLE COURTS CONDO. ASSOC.	254	SEMI-ANNUAL	2,430.00	BERNARD L. STONE	50
GRANVILLE COURTS CONDOMINIUMS	6	ANNUAL	450.00	BERNARD L. STONE	50
GRANVILLE TOWERS CONDO. ASSOC.	154	SEMI-ANNUAL	3,204.00	MARION K. VOLINI	48
GREENWAY COURT CONDO. ASSN.	24	ANNUAL	576.00	LAWRENCE S BLOOM	05
GURISOUR FOUR CONDO ASSOC	32	SEMI-ANNUAL	490.00	GERALD M. McLAUGHLIN	45
HAMPDEN COURT CONDOMINIUM ASSN	23	ANNUAL	1,212.00	MARTIN J. OBERMAN	43
HAMILTON HOUSE CONDOMINIUM	87	ANNUAL	3,360.00	LAWRENCE S BLOOM	05
HARBOR HOUSE CONDO. ASSH.	278	SEMI-ANNUAL	5,760.00	BERNARD J. HANSEN	44
HEATHER TERRACE CONDO. ASSH.	22	SEMI-ANNUAL	774.00	THOMAS W. CULLERTON	38
HERTZER HOUSE CONDO. ASSOC	110	SEMI-ANNUAL	4,125.00	MARION K. VOLINI	48
HOME COURT CONDOMINIUM ASSH.	17	SEMI-ANNUAL	330.00	MARTIN J. OBERMAN	43
HOUSSON PLACE CONDOMINIUM ASSH.	21	ANNUAL	1,032.00	MARTIN J. OBERMAN	43
HYDE PARK-MOODLAW CONDO. ASSN	36	ANNUAL	1,560.00	TIMOTHY C. EVANS	04
IMPERIAL TOWERS CONDO ASSOC.	864	SEMI-ANNUAL	9,000.00	JEROME M. ORBACH	46
INDIANAPOLIS CONDO #3	54	SEMI-ANNUAL	1,593.25	ROMAN FUCINSKI	41
JACKSON COURT APARTMENTS	27	ANNUAL	1,120.00	LAWRENCE S BLOOM	05
JACKSON TOWERS CONDOMINIUM	74	ANNUAL	2,784.00	LAWRENCE S BLOOM	05
JANEWAY BUILDING CORPORATION	20	ANNUAL	979.68	DAVID B. ORR	49
KEDVALE TERRACE CONDOMINIUM	18	SEMI-ANNUAL	505.16	GERALD M. McLAUGHLIN	45
KENWOOD-LELAH WEST CONDO.	13	ANNUAL	960.48	JEROME M. ORBACH	46
KEPPELLEY SQUARE CONDO ASSOC.	268	SEMI-ANNUAL	4,971.75	MARTIN J. OBERMAN	43
KETSTORE COURTS CONDO ASSOC #2	12	SEMI-ANNUAL	348.00	GERALD M. McLAUGHLIN	45
LABELL CASO CONDOMINIUM	12	SEMI-ANNUAL	450.00	MICHAEL F. SHEAHAN	19
LANE TERRACE CONDOMINIUM	360	SEMI-ANNUAL	2,795.00	LAWRENCE S BLOOM	05
LASALLE HARBOR CONDO. ASSN.	20	SEMI-ANNUAL	600.00	BURTON F. NATARUS	42
LASALLE TERRACE CONDO ASSOC.	141	SEMI-ANNUAL	2,546.33	BURTON F. NATARUS	42
LINCOLN PARK PLAZA CONDOMINIUM	26	ANNUAL	1,770.00	MARTIN J. OBERMAN	43
LINCOLNWOOD TERRACE CONDO.	15	ANNUAL	558.00	ANTHONY C. LAURIND	39

CITY OF CHICAGO
 COMMITTEE ON CLAIMS AND LIABILITY
 REFUSE REbate COUNCIL ORDERS--PASSED

MEETING DATE 5/14/86

CONDOMINIUM- COOPERATIVE REAL	NO. OF EIGLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
ABERDEEN GRACE CONDOMINIUM	17	ANNUAL	417.00	BERNARD J. HANSEN	44
ALABAMA CONDOMINIUM ASSN.	6	ANNUAL	450.00	MARION K. VOLINI	48
AMICAL GREEN CONDO. ASSN.	6	SEMI-ANNUAL	225.00	MARION K. VOLINI	48
ANTHAK TERRACE CONDO. ASSN.	24	ANNUAL	1,080.00	BERNARD M. McLAUGHLIN	45
ACCORRION WRESTON CONDO. ASSN.	9	SEMI-ANNUAL	337.50	MARTIN J. OBERMAN	43
ALCOHOL GARDEN CONDOMINIUM	19	ANNUAL	648.00	BERNARD J. HANSEN	44
NEWS ON DORCHESTER CONDO.	24	ANNUAL	1,176.00	LAWRENCE S BLOOM	05
MURROSE PARK CONDOMINIUM	12	ANNUAL	900.00	JEROME H. ORBACH	46
NEWERRY PLAZA CONDO. ASSOC.	624	SEMI-ANNUAL	8,026.45	BURTON F. NATARUS	42
NEWPORT CONDOMINIUM ASSN.	728	SEMI-ANNUAL	2,460.00	TIMOTHY C. EVANS	04
NEWSPAWY CONDOMINIUM	24	SEMI-ANNUAL	880.00	ROMAN FUCINSKI	41
NORTH OLEN CONDOMINIUM ASSN.	7	ANNUAL	525.00	DAVID D. ORR	49
NORTH SHAKO AVE. CONDO. ASSN.	7	SEMI-ANNUAL	262.50	DAVID D. ORR	49
NORTHWEST GARDEN APT'S CONDO.	9	ANNUAL	579.00	ROMAN FUCINSKI	41
NORTHWEST FIGHT CONDO ASSOC.	10	SEMI-ANNUAL	299.50	ROMAN FUCINSKI	41
OKALE TOMERS CONDOMINIUM	58	ANNUAL	1,863.21	BERNARD J. HANSEN	44
OKALE NORTH CONDOMINIUM ASSOC	6	SEMI-ANNUAL	225.00	BERNARD L. STONE	50
OKALE PLACE CONDOMINIUM	5	SEMI-ANNUAL	187.50	BERNARD L. STONE	50
OLMSTED CONDOMINIUM ASSOC.	9	SEMI-ANNUAL	293.00	ROMAN FUCINSKI	41
PARK EDGEWATER CONDOMINIUM	103	SEMI-ANNUAL	1,446.00	MARION K. VOLINI	48
PARKVIEW CONDOMINIUM ASSN.	18	ANNUAL	984.00	LAWRENCE S BLOOM	05
PARKVIEW TOMER CONDO ASSOC.	150	SEMI-ANNUAL	2,070.00	MARTIN J. OBERMAN	43
PAXTON APTS CONDO. ASSOC.	19	SEMI-ANNUAL	570.00	LAWRENCE S BLOOM	05
PICKFORD CONDOMINIUM ASSN.	21	ANNUAL	1,260.00	BERNARD J. HANSEN	44
PIONEER COOPERATIVE, INC.	21	SEMI-ANNUAL	494.00	TIMOTHY C. EVANS	04
PRINCETON HOUSE CONDO. ASSN.	98	SEMI-ANNUAL	923.80	MARION K. VOLINI	48
PRINCETON APARTMENTS TRUSE	121	ANNUAL	936.00	LAWRENCE S BLOOM	05
RIDGE PARK CONDO. ASSN.	21	SEMI-ANNUAL	672.00	BERNARD L. STONE	50
RIDGEWOOD ESTATES CONDO ASSOC.	92	SEMI-ANNUAL	1,406.00	BERNARD L. STONE	50
SEMINOLE GARDEN CONDOMINIUM	18	ANNUAL	1,350.00	MARTIN J. OBERMAN	43
SHERRARD CONDO ASSOC INC	9	SEMI-ANNUAL	299.50	ROMAN FUCINSKI	41
SHERRARD PARK CONDOMINIUM	137	ANNUAL	4,779.00	DAVID D. ORR	49
SHORELIFE TOMERS CONDOMINIUM	377	SEMI-ANNUAL	5,255.00	DAVID D. ORR	49
SOUTH HORN CONDO ASSN.	8	SEMI-ANNUAL	231.00	JOHN S. MARZYK	13
STAFFORD PLACE CONDO. ASSN.	22	ANNUAL	594.00	BERNARD J. HANSEN	44
STEELEVILLE CENTER CONDO	161	SEMI-ANNUAL	1,599.96	BURTON F. NATARUS	42
SUNNYSIDE CONDOMINIUM	18	SEMI-ANNUAL	396.90	FATRICK J O'CONNOR	40
SUNNYSIDE CONDOMINIUM ASSN.	18	SEMI-ANNUAL	300.00	BERNARD J. HANSEN	44
SURREY COURT CONDOMINIUM ASSN.	22	ANNUAL	1,090.00	MARTIN J. OBERMAN	43
THE BARKY CONDOMINIUM	65	SEMI-ANNUAL	2,437.50	BERNARD J. HANSEN	44
THE BRACE TOMER APTS., INC.	58	SEMI-ANNUAL	1,226.00	BURTON F. NATARUS	42
THE EDGEWATER CONDOMINIUMS	8	SEMI-ANNUAL	264.00	ROMAN FUCINSKI	41
THE ELMS IN ROBERTS PARK CONDO.	19	ANNUAL	872.00	DAVID D. ORR	49
THE HARPER GREEN CONDO ASSN.	206	SEMI-ANNUAL	1,500.00	MARTIN J. OBERMAN	43
THE PARKSHORE ASSOCIATED	116	ANNUAL	5,070.00	LAWRENCE S BLOOM	05

LIST OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/14/86

CONDOMINIUM COMPENSATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
THE KADERSHOFF CONDOMINIUM	7	ANNUAL	525.00	EUGENE C. SCHALTER	47
THE RUSKIN APARTMENTS, INC.	15	ANNUAL	822.00	LAWRENCE S BLOOM	05
THE WELINGTON CONDOMINIUM	106	SEMI-ANNUAL	1,702.80	BERNARD J. HANSEN	44
THE 2157 NORTH BERKLEY BUILDING	12	SEMI-ANNUAL	327.75	WILLIAM JF BANKS	36
THORNDALE EAST CONDO. ASSN.	12	ANNUAL	819.00	MARION K. VOLINI	48
TWAKK HOMEOWNERS ASSOCIATION	100	SEMI-ANNUAL	1,500.00	MARION K. VOLINI	48
TUOKK PARK CONDOMINIUM ASSN.	19	ANNUAL	1,056.00	ANTHONY C. LAURINO	39
TWIN GABLES CONDOMINIUM ASSN.	20	ANNUAL	1,002.00	BERNARD L. STONE	50
TWO EAST GAK CONDO ASSOC.	299	ANNUAL	2,046.00	BURTON F. NATARUS	42
TWO BURNED BLUE LAKE SHORE	54	SEMI-ANNUAL	1,826.55	BURTON F. NATARUS	42
UNIVERSITY PARK CONDO. ASSN.	540	SEMI-ANNUAL	5,856.00	TIMOTHY C. EVANS	04
WALFULE POINT OWNERS ASSN.	252	ANNUAL	8,420.00	MARTIN J. OBERMAN	43
WASHINGTON HOUSE CONDO ASSOC	41	SEMI-ANNUAL	948.00	THOMAS W. CULLERTON	38
WATERFORD CONDO ASSOC., INC.	252	SEMI-ANNUAL	2,372.00	JEROME M. OREACH	46
WATERGATE EAST CONDOMINIUM	31	ANNUAL	1,214.00	TIMOTHY C. EVANS	04
WAVELAND/WAVERLE CONDO. ASSN.	23	ANNUAL	1,020.00	BERNARD J. HANSEN	44
WELINGTON TOWN HOUSES	10	ANNUAL	750.00	BERNARD J. HANSEN	44
WILLIAMSBERG GARDEN HOMEOWNERS	16	ANNUAL	864.00	MARTIN J. OBERMAN	43
WILLOW-DAYTON CONDOMINIUM ASSN	41	ANNUAL	3,075.00	MARTIN J. OBERMAN	43
WIRCHESTER COURT CONDO ASSOC.	38	SEMI-ANNUAL	570.00	BERNARD L. STONE	50
WINDSOR POINT CONDOMINIUM ASSN	24	ANNUAL	1,206.00	GERALD M. McLAUGHLIN	45
WINDSOR WEST CONDO ASSOC.	36	SEMI-ANNUAL	838.00	GERALD M. McLAUGHLIN	45
WING HONG BUILDING ASSH.	16	ANNUAL	900.00	FRED B. ROTTI	01
1 EAST SCHILLER CONDO. ASSN.	78	SEMI-ANNUAL	2,925.00	MARTIN J. OBERMAN	43
1119 N. LAKE SHORE DRIVE	73	SEMI-ANNUAL	1,639.75	BURTON F. NATARUS	42
1116-18 LOYOLA CONDOMINIUM	10	ANNUAL	560.00	DAVID D. ORR	49
1120 LAKE SHORE DRIVE BUILDING	61	SEMI-ANNUAL	1,332.00	BURTON F. NATARUS	42
1207 ASTOR BUILDING CORP.	30	SEMI-ANNUAL	1,080.00	BURTON F. NATARUS	42
1218-20 ALBION CONDOMINIUM	7	ANNUAL	525.00	DAVID D. ORR	49
1220-22 W. SHERWITH AVENUE	7	ANNUAL	525.00	DAVID D. ORR	49
1242 LAKE SHORE DR. CORP.	35	SEMI-ANNUAL	1,312.50	BURTON F. NATARUS	42
1255 STATE PARKWAY CONDOMINIUM	64	ANNUAL	2,848.00	BURTON F. NATARUS	42
1314 EAST 54TH CONDOMINIUM	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
1339 N. DEARBORN CONDOMINIUM	112	ANNUAL	1,928.00	MARTIN J. OBERMAN	43
1340 N. DEARBORN CONDOMINIUMS	87	SEMI-ANNUAL	1,340.00	BURTON F. NATARUS	42
1343-50 HYDE PARK CONDO ASSOC.	6	SEMI-ANNUAL	225.00	TIMOTHY C. EVANS	04
1350 N. STATE PARKWAY CONDO.	8	ANNUAL	600.00	MARTIN J. OBERMAN	43
1354-56 HYDE PARK CONDO. ASSN.	3	ANNUAL	225.00	TIMOTHY C. EVANS	04
1355 DEARBORN PARKWAY CONDO.	40	ANNUAL	2,695.00	BURTON F. NATARUS	42
1407-09 WEST ELMOLE CONDO	6	SEMI-ANNUAL	325.00	MARION K. VOLINI	48
1442-44 WEST PARK AVENUE	7	ANNUAL	525.00	DAVID D. ORR	49
1450 GRAYVILLE CONDOMINIUM	6	ANNUAL	404.00	MARION K. VOLINI	48
1512-14 WEST BURNAL TERRACE	6	ANNUAL	450.00	DAVID D. ORR	49
1530 N. DEARBORN CONDO. ASSN.	50	SEMI-ANNUAL	1,875.00	BURTON F. NATARUS	42
20 EAST CEDAR CONDO ASSOC.	48	SEMI-ANNUAL	1,752.00	BURTON F. NATARUS	42

LIST OF CHANGES
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/14/86

CONDOMINIUM- COOPERATIVE Home	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SPONSOR	
2034-48 E. 72ND PLACE CONDO	18	SEMI-ANNUAL	343.00	LAWRENCE S. BLOOM	05
21 L. CHESTNUT CONDO ASSOC.	161	SEMI-ANNUAL	1,920.00	BURTON F. NATARUS	42
2127-35 H. HAWLER CONDO. ASSN.	33	ANNUAL	2,475.00	WILLIAM JF BANKS	36
220 E/ WELTON CONDO. ASSN.	17	SEMI-ANNUAL	637.50	BURTON F. NATARUS	42
2201 NORTH CLEVELAND CONDO.	29	SEMI-ANNUAL	300.00	MARTIN J. OBERMAN	43
2536 N. CONFORMWELTH CONDO.	48	ANNUAL	1,275.45	MARTIN J. OBERMAN	43
253 E. CHESTNUT CONDO ASSOC	89	SEMI-ANNUAL	1,500.00	BURTON F. NATARUS	42
253 EAST BELMORSE CONDO. ASSOC	164	SEMI-ANNUAL	2,400.00	BURTON F. NATARUS	42
2909 N. SHERIDAN ROAD CONDO.	223	SEMI-ANNUAL	2,520.00	BERNARD J. HANSEN	44
2970 LAKE SHORE DRIVE CONDO.	106	SEMI-ANNUAL	2,100.00	BERNARD J. HANSEN	44
30 E. DIVISION CONDO ASSOC.	72	SEMI-ANNUAL	1,691.25	BURTON F. NATARUS	42
3150 NORTH SHERIDAN ROAD CONDO	106	SEMI-ANNUAL	2,112.60	BERNARD J. HANSEN	44
3300 N. LAKE SHORE DRIVE CONDO	85	SEMI-ANNUAL	2,764.16	BERNARD J. HANSEN	44
3342 N. OAKLEY CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
3344 CONDOMINIUM ASSOCIATION	30	SEMI-ANNUAL	609.01	RICHARD F. MELL	33
332 WELTRIGHT CONDO. ASSN.	120	SEMI-ANNUAL	1,770.00	BERNARD J. HANSEN	44
3440 LAKE SHORE DRIVE CONDO.	218	SEMI-ANNUAL	2,778.00	BERNARD J. HANSEN	44
3500 H. LAKE SHORE DRIVE	66	SEMI-ANNUAL	2,310.00	JEROME M. ORBACH	46
3550 LAKE SHORE DRIVE CONDO.	166	SEMI-ANNUAL	2,550.00	JEROME M. ORBACH	46
3552 FIVE GROVE CONDO. ASSN.	26	ANNUAL	1,864.00	JEROME M. ORBACH	46
3550 CONDOMINIUM ASSOCIATION	728	ANNUAL	10,963.00	JEROME M. ORBACH	46
3730-40 LAKE SHORE DR. CONDO	62	SEMI-ANNUAL	1,947.74	JEROME M. ORBACH	46
3750 LAKE SHORE DRIVE INC.	132	SEMI-ANNUAL	2,184.25	JEROME M. ORBACH	46
3800 H. LAKE SHORE DRIVE	95	ANNUAL	3,960.00	JEROME M. ORBACH	46
3821 N. HANCOCKSETT CONDO.	9	SEMI-ANNUAL	251.64	THOMAS W. CULLERTON	38
3853 CONDOMINIUM ASSOCIATION	94	SEMI-ANNUAL	900.00	JEROME M. ORBACH	46
3853 HANCOCKSETT CONDOMINIUM	658	ANNUAL	11,790.00	THOMAS W. CULLERTON	38
4046 W. 87TH ST. CONDO. ASSN.	6	ANNUAL	288.00	JEROME M. ORBACH	46
4128 CULLION CONDO. ASSOCIATION	9	SEMI-ANNUAL	270.00	ROBERT T. KELLAM	18
415 ALDINE CONDOMINIUM ASSOC.	60	SEMI-ANNUAL	1,299.36	GERALD M. MCLAUGHLIN	45
4200 W. PARKWAY DRIVE CONDO.	64	SEMI-ANNUAL	1,345.00	BERNARD J. HANSEN	44
421 URMALLE PARKWAY CONDO. ASSN	6	ANNUAL	450.00	JEROME M. ORBACH	46
423-28 WEST WELTRIGHT ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
4247-49 H. KEYSTONE CONDO INC	9	SEMI-ANNUAL	337.50	GERALD M. MCLAUGHLIN	45
435 W. WELTRIGHT CONDO ASSN.	8	SEMI-ANNUAL	300.00	BERNARD J. HANSEN	44
444 W. ALDINE CONDO. ASSN.	7	SEMI-ANNUAL	262.50	BERNARD J. HANSEN	44
450 W. BARRY CONDO. ASSN.	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
4531-37 H. FAIRLINA CONDO.	6	SEMI-ANNUAL	225.00	EUGENE C. SCHULTER	47
4801 S. RICHMOND CONDOMINIUM	9	ANNUAL	615.00	TIMOTHY C. EVANS	04
4853 BUKTHI PARKWAY CONDO. ASSN.	6	SEMI-ANNUAL	225.00	HAROLD K. VOLINI	48
4900 MARCEL BLVD. COOPERATIVE	61	SEMI-ANNUAL	990.00	TIMOTHY C. EVANS	04
4900 MARQUE DRIVE CONDO. ASSN.	82	ANNUAL	2,400.00	HAROLD K. VOLINI	48
4900 H. LESTER CONDOMINIUM	8	ANNUAL	456.00	GERALD M. MCLAUGHLIN	45
4950 PARKWAY ROLLING CORP.	41	SEMI-ANNUAL	690.00	TIMOTHY C. EVANS	04

***** SPONSOR *****

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 5/14/86

CORPORATION/ CORP/LEGAL LEVEL NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
500 BERRY CONDOMINIUM ASSN.	10	ANNUAL	750.00	BERNARD J. HANSEN	44
500-502 WEST ROSCOE STREET	13	ANNUAL	870.56	BERNARD J. HANSEN	44
5000 CORNELL CONDOMINIUM ASSN.	77	ANNUAL	2,768.90	TIMOTHY C. EVANS	04
510 FULLERTON CONDO. ASSN.	48	ANNUAL	840.00	MARTIN J. OBERMAN	43
5100 HOME PARK CONDOMINIUM	54	ANNUAL	2,508.00	TIMOTHY C. EVANS	04
5100 N. SHERIDAN ROAD CONDO.	40	ANNUAL	1,155.00	MARION K. VOLINI	48
5147-51 N. EAST RIVER ROAD	72	SEMI-ANNUAL	2,304.00	ROMAN FUCINSKI	41
5201-03 N. KENMORE CONDO. ASSN	6	ANNUAL	450.00	MARION K. VOLINI	48
5217-19 S. KENWOOD ASSN.	6	ANNUAL	450.00	TIMOTHY C. EVANS	04
5302-12 CORNELL CONDOMINIUM	15	ANNUAL	1,080.00	LAURENCE S BLOOM	05
5312-14 WILHELM CONDO ASSOC.	9	SEMI-ANNUAL	318.00	GERALD H. MCLAUGHLIN	45
545 N. HIGHLAND AVE CONDO ASSO	464	SEMI-ANNUAL	9,115.00	BURTON F. NATARUS	42
5401 HOME PARK CONDOMINIUM	78	ANNUAL	1,234.00	LAURENCE S BLOOM	05
5457-59 SOUTH CORNELL CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5445 EDGEWATER PLAZA CONDO.	464	SEMI-ANNUAL	4,867.68	MARION K. VOLINI	48
545-553 BELROSE AVENUE	12	ANNUAL	774.00	BERNARD J. HANSEN	44
5500 WEST HIGGINS CONDO. ASSN.	10	ANNUAL	584.00	GERALD H. MCLAUGHLIN	45
5514 CORNELL CONDOMINIUM ASSN.	31	ANNUAL	1,584.00	LAURENCE S BLOOM	05
5518-22 EVERETT CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
554-556 ROSCOE CONDOMINIUM	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5553-55 BLACKSTONE CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
5624-26 WORCHESTER CONDOMINIUM	6	SEMI-ANNUAL	225.00	LAURENCE S BLOOM	05
5742-44 SOUTH KENWOOD CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
57-55 E. CEDAR CONDOMINIUM	32	ANNUAL	2,340.00	BURTON F. NATARUS	42
5950 ORELL CONDOMINIUM ASSN.	12	ANNUAL	840.00	ROMAN FUCINSKI	41
5955-09 N. HENLA CONDOMINIUM	9	SEMI-ANNUAL	186.00	ROMAN FUCINSKI	41
601-09 WASHINGTON CONDOMINIUM	12	ANNUAL	900.00	BERNARD J. HANSEN	44
607 W. ROCKINGHAM PLACE CONDO	6	SEMI-ANNUAL	225.00	BERNARD J. HANSEN	44
6102-04 N. HAMILTON AVE BLDG	6	SEMI-ANNUAL	192.00	BERNARD L. STONE	50
6114-16 N. HAMILTON COOP CORP.	6	SEMI-ANNUAL	186.00	BERNARD L. STONE	50
6118 N. SHERIDAN ROAD CONDO.	114	SEMI-ANNUAL	1,500.00	MARION K. VOLINI	48
6120-22 NORTH HAMILTON AVENUE	6	ANNUAL	376.00	BERNARD L. STONE	50
6125 S. WELSH BLDG., INC	18	SEMI-ANNUAL	456.00	CLIFFORD P. KELLEY	20
617 STRATFORD PLACE CONDO. ASSN	24	ANNUAL	934.00	BERNARD J. HANSEN	44
625-35 WEST BERRY CONDOMINIUM	30	SEMI-ANNUAL	429.20	BERNARD J. HANSEN	44
6300 SHERIDAN ROAD CONDO ASSOC	126	SEMI-ANNUAL	1,479.50	DAVID D. ORR	49
644 BELROSE CONDOMINIUM	6	ANNUAL	450.00	BERNARD J. HANSEN	44
648 WEST DANFORTH CONDOMINIUM	8	ANNUAL	600.00	BERNARD J. HANSEN	44
659 W. MADRE CONDO. ASSN.	9	SEMI-ANNUAL	308.88	BERNARD J. HANSEN	44
6624 W. 54TH PLACE CORP.	6	ANNUAL	270.00	WILLIAM F. KRYSZYNIAK	23
6626 W. 54TH PLACE CORP.	6	ANNUAL	270.00	WILLIAM F. KRYSZYNIAK	23
6642 W. 54TH PLACE CORP.	6	ANNUAL	270.00	WILLIAM F. KRYSZYNIAK	23
6714-16 S. CHESTNUT CONDO.	6	ANNUAL	450.00	LAURENCE S BLOOM	05
6831 KORTNECI HURONWAY ASSN.	6	SEMI-ANNUAL	150.00	ROMAN FUCINSKI	41
703-14 W. WASHINGTON CONDO.	14	ANNUAL	917.55	BERNARD J. HANSEN	44

REPORTS OF COMMITTEES

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE RATE COUNCIL ORDERS--PASSED

MEETING DATE 5/14/86

CONDOMINIUM/ CORPORATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF RATE	***** SPONSOR *****	*****
721-23 BRADFORD CONDOMINIUM	6	ANNUAL	450.00	JEROME M. ORBACH	46
7511 ON THE LAKE HOME OWNERS	84	SEMI-ANNUAL	1,667.00	LAWRENCE S BLOOM	05
7524 RIDGE BUILDING CONF.	6	ANNUAL	396.00	BERNARD L. STONE	50
777 CONDOMINIUM ASSOCIATION	330	SEMI-ANNUAL	3,300.00	BURTON F. NATARUS	42
850 NORTH DEARBORN CONDO.	4	ANNUAL	203.20	BURTON F. NATARUS	42
829-31 CONDOMINIUM ASSN.	6	ANNUAL	450.00	MARION K. VOLINI	48
832 W. GURRISON ASSOCIATION	6	ANNUAL	450.00	MARION K. VOLINI	48
848 W. GURRISON CONDOMINIUM	6	ANNUAL	450.00	MARION K. VOLINI	48
909-11 W. GURRISON, INC.	6	ANNUAL	450.00	MARION K. VOLINI	48
912-13 PARKGATE TERR. CONDO.	6	SEMI-ANNUAL	225.00	MARION K. VOLINI	48
932-45 CLUELE CONDOMINIUM	6	ANNUAL	450.00	MARION K. VOLINI	48
990 N. LAKE SHORE DR. HOMEOWN	145	SEMI-ANNUAL	3,757.75	BURTON F. NATARUS	42

(Continued from page 29881)

Alderman Natarus moved to reconsider the foregoing vote. The motion *Prevailed*.

APPROVAL GIVEN TO APPOINTMENT OF MR. PHILIP MILLER
AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated March 12, 1986, appointing Philip Miller as a member of the Economic Development Commission for a two-year term, begs leave to recommend that Your Honorable Body *Approve* said appointment.

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

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

On motion of Alderman Hansen, the said proposed appointment of Mr. Phillip Miller as a member of the Economic Development Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion *Prevailed*.

APPROVAL GIVEN TO APPOINTMENT OF MR. MICHAEL BENNETT
AS MEMBER OF ECONOMIC DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration a communication from the Honorable Harold Washington, Mayor, dated March 12, 1986, appointing Michael Bennett as a member of the Economic Development Commission for a three-year term, begs leave to recommend that Your Honorable Body *Approve* said appointment.

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

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

On motion of Alderman Hansen, the said proposed appointment of Mr. Michael Bennett as a member of the Economic Development Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion *Prevailed*.

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

CHICAGO AREA INSTITUTIONS URGED TO SUBMIT FINANCIAL REPORTS OF BUSINESS TRANSACTIONS PERFORMED WITH BRITISH-OCCUPIED IRELAND.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, May 14, 1986.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (which was referred on December 17, 1985), memorializes all financial institutions located in Chicago to submit to the Committee on Finance annual reports listing all their transactions with concerns in British-occupied Ireland. The resolution also urges these financial institutions to consider a gradual decline in the transactions with business in British-occupied Ireland as prescribed by the McBride Principles until open discrimination and strife cease.

This recommendation, as amended, was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) ROMAN PUCINSKI,
Chairman.

On motion of Alderman Pucinski, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The strife in British-occupied Ireland has been a thorn in the concept of world peace for many, many years; and

WHEREAS, The British-occupied area of Ireland has long practiced massive discrimination against minority Roman Catholic citizens; and

WHEREAS, There are several financial institutions located and operating in the City of Chicago which are doing business with the British-occupied area of Ireland; and

WHEREAS, Doing business with the British-occupied area of Ireland gives aid and support to those who would discriminate against Roman Catholic minorities in said occupied area; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby memorializes all financial institutions located in the City to submit to the Committee on Finance annual reports listing all their transactions with concerns in the British-occupied area of Ireland; and

Be It Further Resolved, That we urge these financial institutions to consider a gradual but distinct decline in the transactions with business in British-occupied Ireland as prescribed by the McBride Principles until such time as the open discrimination and strife in the British-occupied area of Ireland shall cease and desist.

COMMITTEE ON LAND ACQUISITION AND DISPOSITION.

APPROVAL GIVEN FOR EASEMENT AGREEMENT TO OPERATE LIGHT STATION AT SPECIFIED LOCATION AS PART OF MIDWAY AIRPORT APPROACH SYSTEM.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass a proposed ordinance for the execution of an easement agreement for operation of a light station at the northwest corner of Midway Airport as part of the Midway Airport Approach System.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance dated May 30, 1984, on page 6843 C.J.P., the City Council of the City of Chicago approved the acquisition of an easement for the operation of a light station as part of the Midway Airport Approach System over and under a portion of the following legally described premises:

That part (except the East 70 feet thereof and except the South 24 feet thereof) of Lot 44 lying Northwesterly of the Northwesterly line of the right-of-way of the Indiana Harbor Belt Railroad, said right-of-way being a strip of land 66 feet wide across Lots 44 and 45, being 33 feet on each side of a certain line described as follows: Beginning at a point in the North line of said Lot 44 which point is 238.75 feet East of the West line of said Lot 44; thence Southwesterly on a curve convex to the North West with a radius of 870.8 feet to a point in the South line of said Lot 45, which point is 70 feet East of the West line of said Lot 45, all in the subdivision of that part of the South East

1/4 of Section 8, Township 38 North, Range 13 East, etc., lying South of Archer Avenue, in Cook County, Illinois;

and

WHEREAS, The property owner has accepted the amount of the City of Chicago's offer; and

WHEREAS, The acquisition price has been approved by the Federal Aviation Authority, who will pay 90% of the cost of acquisition: now, therefore,

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

SECTION 1. The easement agreement for the acquisition of the easement for Light Station 18 + 41, which is attached hereto and made a part hereof, is hereby approved.

SECTION 2. The acquisition price of Two Thousand Four Hundred Seventy Dollars (\$2,470.00) is hereby approved.

SECTION 3. The Commissioner of Aviation is authorized and directed to execute said easement agreement and is further directed to record said instrument upon payment of the purchase price.

SECTION 4. The City Comptroller is hereby directed and ordered to pay the said acquisition price from Fund No. 623-8653-540 to the named grantor.

SECTION 5. This ordinance shall take effect from and after its passage.

Grant of Easement attached to this ordinance reads as follows:

Grant of Easement.

This Indenture made this 20th day of February, 1986, between Albany Bank and Trust Company, as Trustee, under Trust Agreement dated August 7, 1973 and known as Trust No. 11-2947, of 3400 West Lawrence Avenue, Chicago, Illinois, hereinafter referred to as the Grantors and the City of Chicago, a municipal corporation of the State of Illinois, 121 North LaSalle Street, Chicago, Illinois, hereinafter referred to as the Grantee.

Witnesseth:

That the Grantors, for and in consideration of Two Thousand Four Hundred Seventy Dollars (\$2,470.00) and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated, does hereby grant unto Grantee, its successors and assigns, a perpetual easement on, under or over that portion of the following described land, which Grantors own in fee simple, legally described as follows:

That part (except the East 70 feet thereof and except the South 24 feet thereof) of Lot 44 lying Northwesterly of the Northwesterly line of the right of way of the Indiana Harbor Belt Railroad, said right of way being a strip of land 66 feet wide across Lots

44 and 45, being 33 feet on each side of a certain line described as follows: Beginning at a point in the North line of said Lot 44 which point is 238.75 feet East of the West line of said Lot 44; Thence Southwesterly on a curve convex to the North West with a radius of 870.8 feet to a point in the South line of said Lot 45, which point is 70 feet East of the West Line of said Lot 45, all in the Subdivision of that part of the South East 1/4 of Section 8, Township 38 North, Range 13 East etc., lying South of Archer Avenue, in Cook County, Illinois,

which had been designated as Parcel 6-1 by the Federal Aviation Authority, lying within the approach area of the Runway 13R-31L of Chicago Midway Airport, for the purposes of establishing a Runway Approach Light System including light poles and cables, hereinafter referred to as the Light System, said easement is described as follows:

Beginning at the Northwest Corner of said Lot 44, thence on a bearing of S ° 9' 30" W., and parallel with the Westerly line of said Lot 44 a distance of 55.1 feet to center of light, and commencing at the center of light station 18 + 41; thence North 45 ° 00 minutes 00 seconds East a distance of 6.0 feet; thence South 45 ° 00 minutes 00 seconds East a distance of 12.0 feet; thence South 45 ° 00 minutes 00 seconds West a distance of 12.0 feet; thence North 45 ° 00 minutes 00 seconds East a distance of 6.0 feet to the place of beginning; and continuing upwards to a height of forty-five (45) feet, and, further said cable easement being described as follows: Commencing at the center of light station 18 + 41, as described above: thence South ° 00' 00" a distance of 82 feet to a point 24 feet North of the South line of said Lot 44.

1. For the use and benefit of the public, the right to establish, install, construct, use, maintain, replace, alter, repair and operate as part of said Light System, light station to Runway 13R-31L of said Midway Airport, together with the right of flight and other such incidence of flight as may be inherent in the operation of aircraft over said easement taking off from, landing at or operating on said Midway Airport.

2. Grantors, their heirs, successors and assigns agree and covenant that they shall not hereafter erect, or permit the erection of any structure or growth of any tree or other object so as to interfere with the operation or maintenance of said Light System.

3. Grantee shall have the continuing and perpetual right to enter upon the land of Grantors and remove, raze or destroy those portions of structures or objects, or to cut and remove trees, bushes, shrubs or other growth that encroaches and interferes with the operation and maintenance of said Light System. Provided, however, that this section shall not apply to trade or advertising signs existing prior to the installation of said Light System as described in Section 2.

4. Grantee shall have the continuing and perpetual right of ingress and egress for the above purposes and to maintain, replace, alter and repair said Light System.

5. Grantee shall restore and return Grantors' surrounding property to its original condition if said property is damaged or disturbed by the Grantee's establishment, installation, construction, use, maintenance, alteration, replacement, repair, operation, and removal of said Light System.

6. Grantee shall at its own costs remove said Light System within 30 days of abandonment of said system. Notice of abandonment shall be given by Grantee to Grantors 30 days prior to said abandonment.

7. Grantee also covenants and agrees to indemnify, defend and save harmless Grantors from and against all cost and expense arising from, or in connection with any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantors may directly or indirectly suffer, sustain, or be subjected to by reasons of the establishment, installation, construction, use, maintenance, replacement, alteration, repair, operation, or removal of the Light System on, under, over, or from the property of Grantors, whether such damage be suffered or sustained by Grantors directly, or by its employees, patrons, or licensees, or other persons or entities, including Grantee its employees and agents, who may seek to hold Grantors liable therefor, except when proved by Grantee to be due directly to the negligence of Grantors.

8. The legal description and plat of light station are delineated in Exhibit "A" attached hereto and made a part hereof.

9. The City hereby reserves the right to transfer its authority to establish, install, construct, use, maintain, repair, replace and operate said light system to the Federal Aviation Authority or any other state, regional, or local agency or commission in existence or subsequently created and established, which assumes operation, control, and/or jurisdiction over Chicago Midway Airport.

10. This Agreement is conditioned upon the acceptance and approval of the City Council of the City of Chicago.

11. All notices required to be given under this Agreement shall be directed, in writing, to the Grantor, at Albany Bank and Trust Company, as Trustee, under Trust Agreement dated August 7, 1973, and known as Trust No. 11-2947, 3400 West Lawrence Avenue, Chicago, Illinois 60625, and to the Grantee, directed to the Department of Law, Room 511, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602.

12. This Agreement shall be executed in triplicate, each of which is to be deemed an original.

To have and to hold said easement and all rights appertaining thereto in perpetuity unto the Grantee, its successors and assigns until said Chicago Midway Airport shall be abandoned and shall cease to be used for public purposes.

It is understood and agreed, that these covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors and assigns of the Grantors.

Exoneration provision restricting any liability of Albany Bank and Trust Company N.A., affixed hereto, is hereby expressly made a part hereof.

In Witness Whereof, the Grantors have hereunto set their hands and seal this 20th day of February, 1986.

[Signature forms omitted for printing purposes.]

[Exhibit A through D printed on pages 29852 through 29855 of this Journal.]

APPROVAL GIVEN TO PROPERTY ACQUISITION SETTLEMENT FOR
HOWARD-DAN RYAN RAPID TRANSIT IMPROVEMENT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, On April 13, 1984, Council Journal pages 6059 to and including 6068, the City Council of the City of Chicago ordained that it is useful, desirable and necessary to the City of Chicago that said City acquire property for the Howard-Dan Ryan Rapid Transit Improvement, payment for said property to be made from Fund 051-6210-859; and

WHEREAS, Parcel 4 is located at the northeast corner of North Hermitage Avenue and West Jonquil Terrace and legally described as stated in Exhibit A, which is attached hereto and incorporated by reference herein; and

WHEREAS, The holder of record is the American National Bank and Trust Company, as Trustee, Trust No. 55486, the beneficial owner of the property being the Peoples Housing, 1724 West Jonquil Terrace; and

WHEREAS, The Commissioner of Public Works was by said ordinance authorized to negotiate for the acquisition of this parcel; and

WHEREAS, An agreement had been made with the owner of Parcel 4 for the acquiring of said parcel for the sum of \$525.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the sum of \$525.00 with accrued interest and court costs, if any, when approved by the Commissioner of Public Works.

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

(Continued on page 29856)

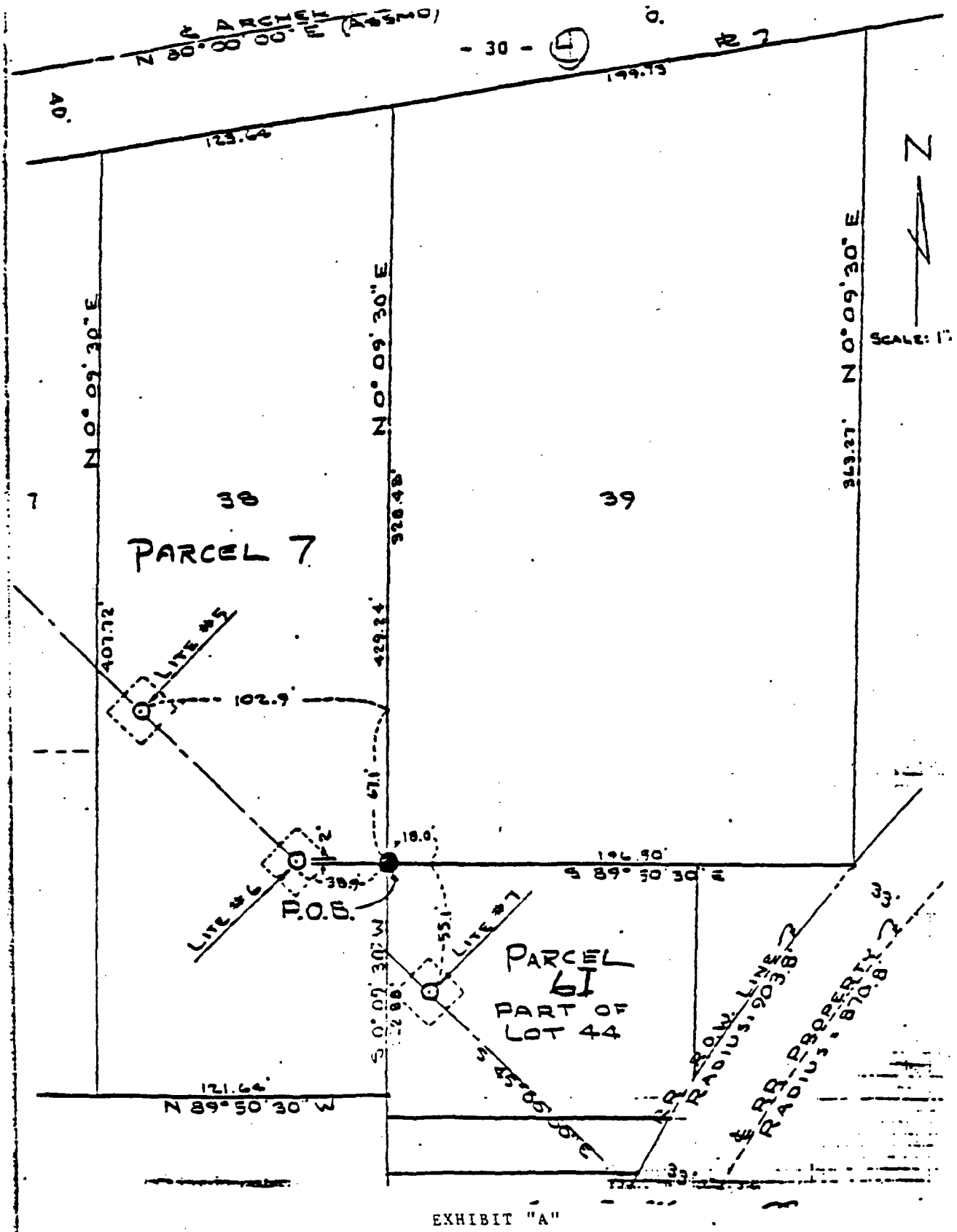
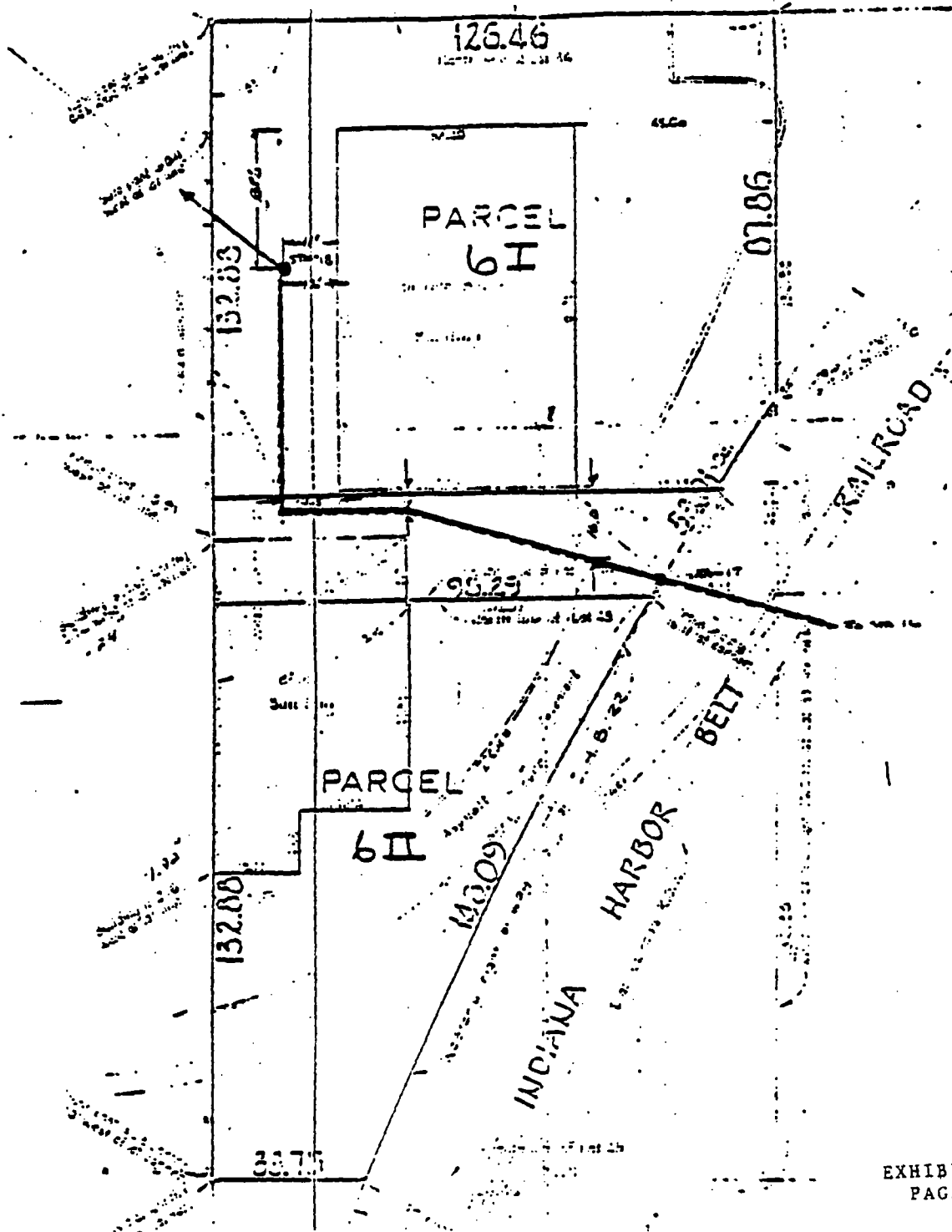


EXHIBIT "A"

- 35 -



LIGHT STATION 18+41
AND CABLE EASEMENT
LEGAL DESCRIPTION

THAT PART (EXCEPT THE EAST 70 FEET THEREOF AND EXCEPT THE SOUTH 24 FEET THEREOF) OF LOT 44 LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD, SAID RIGHT OF WAY BEING A STRIP OF LAND 66 FEET WIDE ACROSS LOTS 44 AND 45, BEING 33 FEET ON EACH SIDE OF A CERTAIN LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SAID LOT 44 WHICH POINT IS 238.75 FEET EAST OF THE WEST LINE OF SAID LOT 44: THENCE SOUTHWESTERLY ON A CURVE CONVEX TO THE NORTH WEST WITH A RADIUS OF 870.8 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 45, WHICH POINT IS 70 FEET EAST OF THE WEST LINE OF SAID LOT 45, ALL IN THE SUBDIVISION OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 13 EAST ETC., LYING SOUTH OF ARCHER AVENUE, IN COOK COUNTY, ILLINOIS.

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 44, THENCE ON A BEARING OF S 0° 9' 30" W., AND PARALLEL WITH THE WESTERLY LINE OF SAID LOT 44 A DISTANCE OF 55.1 FEET TO CENTER OF LIGHT, AND COMMENCING AT THE CENTER OF LIGHT STATION 18 + 41 THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 6.0 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 12.0 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 12.0 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 12.0 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 6.0 FEET TO THE PLACE OF BEGINNING; AND CONTINUING UPWARDS TO A HEIGHT OF FORTH-FIVE (45) FEET, AND, FURTHER SAID CABLE EASEMENT BEING DESCRIBED AS FOLLOWS. COMMENCING AT THE CENTER OF LIGHT STATION 18 + 41, AS DESCRIBED ABOVE, THENCE SOUTH 0° 00' 00" A DISTANCE OF 82 FEET TO A POINT 24 FEET NORTH OF THE SOUTH LINE OF SAID LOT 44

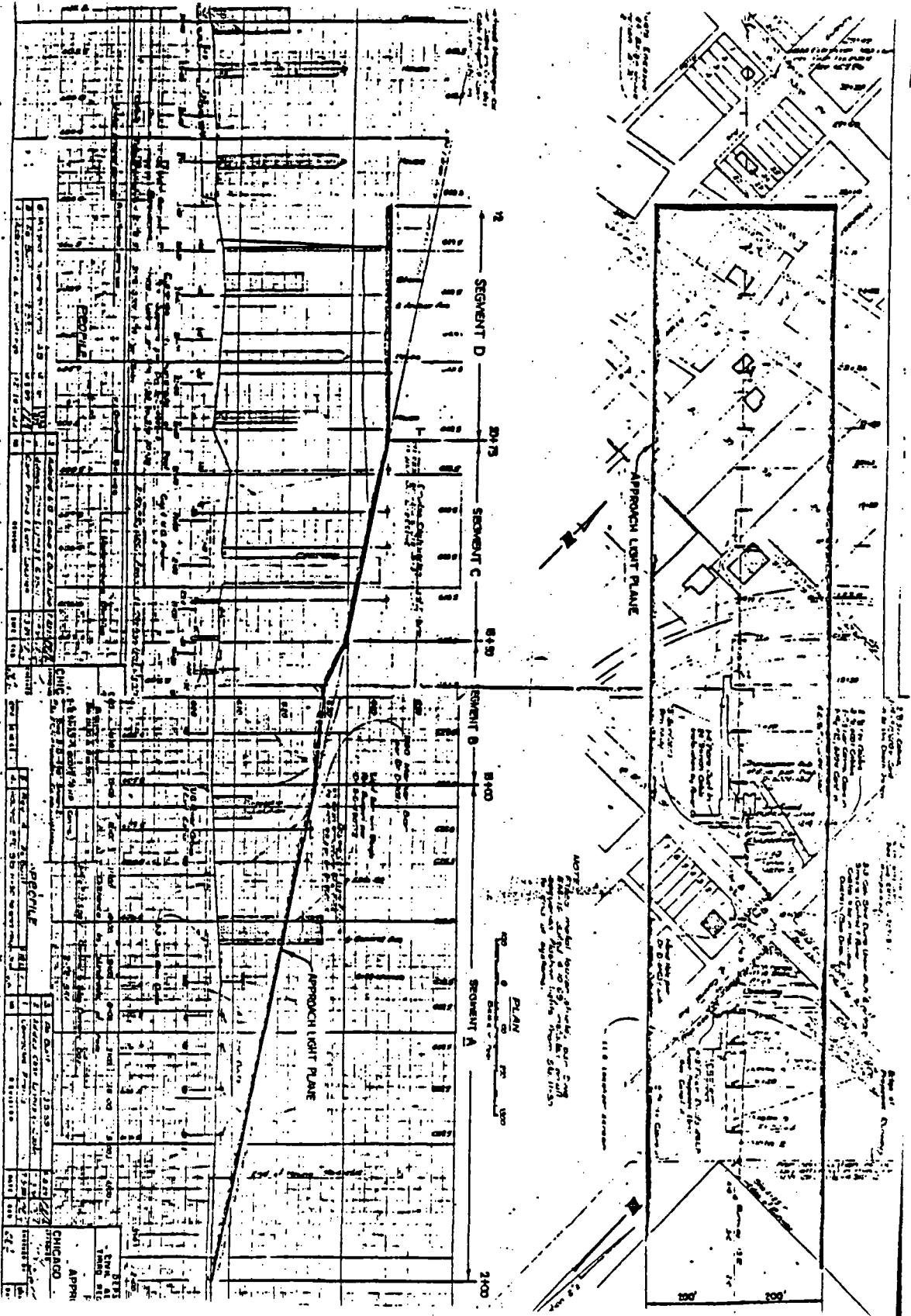


EXHIBIT "A"
PAGE 4

(Continued from page 29851)

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

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

Nays -- None.

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

ACCEPTANCE OF BID AUTHORIZED FOR BOARD OF
EDUCATION PROPERTY AT 1435-1445 WEST
BELDEN AVENUE (FORMER THOMAS
SCHOOL).

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago, to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Thomas School Development Company, LaSalle National Bank, Trust No. 110577, c/o Cole & Harris, Ltd., 154 West Hubbard Street, Suite 304, Chicago, Illinois 60610, in the amount of \$725,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Appraisal Associates, Inc.

September 16, 1985

Fair Market Value

\$500,000

Terrence O'Brien & Company

May 15, 1985

Fair Market Value

\$365,000

; now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of Thomas School Development Company to purchase vacant school building and land described as follows, to-wit:

Lots 28 to 38, both inclusive, in Sub Block 4 in George M. High's Subdivision of East half of Block 15 in Sheffield's Addition to Chicago in the South West quarter of Section 29 and the South East quarter and South half of the North East quarter of Section 31, all of Section 32 and West half of the South West quarter of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

which land has a frontage of 128.0 feet on West Belden Avenue, 328.5 feet on North Janssen Avenue, and contains approximately 33,824 square feet 0.78 acres, is improved with a school building that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder, Thomas School Development Company, to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. The City Clerk is authorized to return the deposit check of the unsuccessful bidder, Metanky Realty Acquisition Corporation.

SECTION 5. This ordinance shall be in effect from and after its passage.

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

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

Nays -- None.

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

AUTHORITY GRANTED FOR TRANSFER OF PROPERTY AT
31ST STREET AND CALIFORNIA BOULEVARD TO COOK
COUNTY IN SETTLEMENT OF PENDING
LAWSUIT.

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the transfer of certain City-owned property to Cook County in settlement of suit for contribution.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule municipality within Article VII, Section 6, of the Illinois Constitution; and

WHEREAS, The City is the owner of certain real property situated in the vicinity of 31st Street and California Boulevard and legally described as follows:

That part of the East 1/2 of the South West 1/4 of Section 25, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at the South East corner of the South West 1/4 of said Section 25; thence Westerly along the South Line of the aforesaid South West 1/4, a distance of 33.00 feet to a point; thence Northerly along a line parallel with the East Line of said South West 1/4, a distance of 732.98 feet to the South East Corner of said Parcel, for a point of beginning; thence continuing Northerly along the aforesaid line, a distance of 463.97 feet to the North East Corner of said Parcel; thence Southwesterly along a line, turning an angle of 126° 32 minutes 45 seconds to the left of the last described line, a distance of 253.92 feet to a point; thence Southwesterly along a line turning an angle of 8° 07 minutes 25 seconds to the right of the last described line extended, a distance of 349.02 feet to a point; thence Southwesterly along a line turning an angle of 122° 38 minutes 16 seconds to the right of the last described line, a distance of 148.85 feet to a point; thence Easterly along a line turning an angle of 85° 35 minutes 13.5 seconds to

the right of the last described line, a distance of 521.89 feet to the point of beginning, in Cook County, Illinois.

;and

WHEREAS, The County of Cook (the "County") desires to acquire from the City the aforesaid real property for the purpose of expanding its nearby jail facility; and

WHEREAS, The County has filed in the Circuit Court of Cook County as Case No. 83 L 7051 a lawsuit against the City for approximately \$2.5 million, claimed as due to the County in settlement of various alleged joint accounts; and

WHEREAS, The County and City desire to effect a transfer by the City to the County of the aforesaid real property in full settlement of the aforesaid lawsuit; now, therefore,

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

SECTION 1. The sale of the aforementioned real property to the County is hereby approved.

SECTION 2. The Corporation Counsel of the City is hereby authorized and directed to prepare a quitclaim deed conveying all of the City's right, title and interest in said real property to the County.

SECTION 3. The Mayor is authorized to execute and the City Clerk to attest such deed. Upon execution by the Mayor and attestation by the City Clerk, the deed shall be delivered to the County for recording.

SECTION 4. The Corporation Counsel is authorized and directed to effect the full and complete settlement of said lawsuit.

SECTION 5. The Corporation Counsel and the Mayor are hereby authorized and directed to execute and the City Clerk to attest such other documents and perform such other acts as may be necessary to effect the conveyance of said real property to the County and the settlement of said lawsuit.

SECTION 6. This ordinance shall be effective upon its passage and approval.

ACCEPTANCE OF BIDS AUTHORIZED FOR PURCHASE
OF CITY-OWNED VACANT PROPERTY
AT SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted twenty-three proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize acceptance of bids for purchase of certain City-owned parcels of property.

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

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

Nays -- None.

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

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

5147-5149 South Calumet Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of William J. Meyers, 77 West Jackson Boulevard, Chicago, Illinois 60602 to purchase for the sum of \$4,900.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed November 6, 1985, page 21726, described as follows:

The South half of Lot 2 in Muehleisen's Subdivision of Lot 16 in Blisha Bayley's Subdivision of the North 10 Acres of the Northeast quarter of the Southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5147- 5149 South Calumet Avenue, Permanent Tax No. 20-10-306-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$490.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2144 West Dickens Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Michael J. Byrne, 7830 Oakleaf Avenue, Elmwood Park, Illinois 60635 to purchase for the sum of \$2,500.00, the City-owned vacant property, previously advertised, pursuant to Council passed February 4, 1985, page 13376, described as follows:

Lot 47 in Block 6 in Sherman's Addition to Holstein in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2144 West Dickens Avenue, Permanent Tax No. 14-31-130-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$250.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

2126-2130 West Division Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jorge Gonzalez and Lydia Gonzalez his wife as joint tenants with rights to survivorship, 3502 West Medill Avenue, Chicago, Illinois 60647, to purchase for the sum of \$11,600.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 15, 1985, pages 16191-16192, described as follows:

Lots 17 and 18 in Pickett's subdivision of that part of Lot 13 in Assessor's Division of Unsubdivided Lands in the Northeast 1/4 and the East 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2126-2130 West Division Street, Permanent Tax Nos. 17-06-120-030 and 029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,160.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

864-870 North Elston Avenue.

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

SECTION 1. That the City of Chicago hereby accepts the bid of William E. Leahy, 406 Ramblewood Drive, Glen Ellyn, Illinois 60137 to purchase for the sum of \$13,317.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, page 13377, described as follows:

Lots 43, 46 and 47 in Block 11 in Elston Addition to Chicago, a Subdivision in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 864-868-870 North Elston Avenue, Permanent Tax Nos. 17-05-412-051, 17-05-412-050 and 17-05-412-049).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,331.70 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1750 West Grand Avenue.

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

SECTION 1. That the City of Chicago hereby accepts the bid of Richard Stramaglio, 1313 West Grand Avenue, Chicago, Illinois 60622 to purchase for the sum of \$5,100.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed November 6, 1985, page 21722, described as follows:

The West 30 feet of Lots 33, 36, 37 and 40 in Block 3 in Embree's Subdivision of the Northwest Portion of Block 18 in Canal Trustees Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1750 West Grand Avenue, Permanent Tax No. 17-07-220-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$510.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*1302-1316 North Halsted Street/
1309-1317 North Kingsbury Street.*

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

SECTION 1. That the City of Chicago hereby accepts the bid of LaSalle National Bank of Chicago, as Trustee, under Trust No. 109228, 135 South LaSalle Street, Chicago, Illinois to purchase for the sum of \$38,250.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 15, 1985, page 16193, described as follows:

Lots 12 thru 17 in Block 72 in John Yale's Resubdivision of Blocks 38, 39, 40, 42, 43, 44, 45, 57, 58, 59, 60, 61 and 72 in Elston's Addition to Chicago in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1302-1316 North Halsted Street/1309-1317 North Kingsbury Street, Permanent Tax Nos. 17-05-225-011 and 17-05-225-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,825.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1306 West Huron Street.

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

SECTION 1. That the City of Chicago hereby accepts the bid of Michael J. Byrne, 7830 Oakleaf Avenue, Elmwood Park, Illinois 60635 to purchase for the sum of \$3,501.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 15, 1985, page 16195, described as follows:

Lot 31 in Block 3 in Taylor's Subdivision of Block 1 in Assessor's Division of East half of Northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1306 West Huron Street, Permanent Tax No. 17-08-105-046).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$351.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1312-1318 South Karlov Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Laticia A. Scott, 1359 South Karlov Avenue, Chicago, Illinois 60623 to purchase for the sum of \$5,900.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 11, and March 6, 1981, pages 5392, 5393 and 5549, described as follows:

Lots 6, 7, and 8 in Block 6 in Merigold's Resubdivision of the North 50 Acres of the East 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1312-1314-1318 South Karlov Avenue, Premanent Tax Nos. 16-22-213-006, 16-22-213-007 and 16-22-213-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$600.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

6511 South Lafayette Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Levater Greer, 9923 South Peoria Street, Chicago, Illinois 60647 to purchase for the sum of \$3,980, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 15, 1985, pages 16182-16183, described as follows:

The South 45.5 feet of Lot 5 (except the East 2-1/2 feet thereof) in County Clerk's Division of Lot 8 in block 11 in Skinner and Judd's Subdivision in the Northwest 1/4 of Section 21, Township 38 North, Range 14, also the West 27-1/2 feet of the South 45.5 feet of the East 52-1/2 feet of Lot 8 in Block 11 in Skinner and Judd's Subdivision aforesaid lying East of the 3rd Principal Meridian, in Cook County, Illinois

(commonly known as 6511 South Lafayette Avenue, Permanent Tax No. 20-21-213-004).

Subject to covenants, zoning and building restrictions, easements and conditions, of any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$398.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

5146 West Madison Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Jerry Hersh, 5156 West Madison Street, Chicago, Illinois 60644 to purchase for the sum of \$3,060.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed November 23, 1985, page 3599, described as follows:

Lot 5 in Taylor A. Snow's Subdivision of the South half of Lot 80 (except the South 20 feet thereof, taken for widening Madison Street) in C. J. Hull's Subdivision of the West half of the Southeast quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5146 West Madison Street, Permanent Tax No. 16-09-425-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$306.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1401-1407 East Marquette Road/6607-6611 South Dorchester Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Chicago, Illinois Stony Island Congregation of Jehovah's Witnesses, 1409 East Marquette Road, Chicago, Illinois to purchase for the sum of \$10,550.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed November 28, 1984, pages 11226 and 11227, described as follows:

Lot 14 in Block 3 in White and Coleman's Subdivision of Block 4 and Lots 1 and 2 in Block 3 in Junius Mulvey's Subdivision of the South 703.4 feet of the Northeast 1/4 East of the Illinois Central Railroad, Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1401-1407 East Marquette Road/6607-6611 South Dorchester Avenue, Permanent Tax No. 20-23-225-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,050.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

815 South Oakley Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of William L. Lavicka and Alys R. Lavicka, as joint tenants, 1520 West Jackson, Chicago, Illinois, 60607, to purchase for the sum of \$5,550.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 15, 1985, page 16197, described as follows:

Lot 48 in Campbell's Subdivision of Block 4 in Morris and Other's Subdivision of the West half of the Southwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 815 South Oakley Boulevard, Permanent Tax No. 17-18- 316-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest a quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$555.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

825 South Oakley Boulevard.

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

SECTION 1. The City of Chicago hereby accepts the bid of William L. Lavicka and Alys R. Lavicka, as joint tenants, 1520 West Jackson, Chicago, Illinois, 60607, to purchase for the sum of \$5,550.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 15, 1985, pages 16197-16198, described as follows:

Lot 44 in Campbell's Subdivision of Block 4 in Morris and Others' Subdivision of the West 1/2 of the Southwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 825 South Oakley Boulevard, Permanent Tax No. 17-18-316-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest a quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$555.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

14-16 North Parkside Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Niketas Sahlas, 5650 West Madison Street, Chicago, Illinois, 60644, to purchase for the sum of \$4,001.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, page 13381, described as follows:

That part of Lots 39, 40 and the East feet of Lot 41 taken as a Tract, lying North of a line 74 feet North of and Parallel with the North Line of Madison Street, as widened, all in Block 5 in Henry Waller's Subdivision of the South 43.75 Acres of the East 1/2 of the Southeast 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 14-16 North Parkside Avenue, Permanent Tax No. 16-08-422-034).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest a quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$401.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

719-725 South Pulaski Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Cliff White, 617 South Pulaski Road, Chicago, Illinois, 60624, to purchase for the sum of \$7,050.00 the City-owned vacant property, previously advertised, pursuant to Council ordinance passed October 20, 1983, page 2707, described as follows:

Lot 2 (except East 2 feet 3 inches thereof) in Resubdivision of Lots 42 to 46 in Block "B" in Vance's Garfield Boulevard Addition in Southwest quarter of Section 14, Township 39 North, Range 13 lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 719-725 South Pulaski Road, Permanent Tax No. 16-14-305-024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest a quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$705.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3917 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of True Vine Church of God in Christ, 3915 West Roosevelt Road, Chicago, Illinois 60624 to purchase for the sum of \$4,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, page 13384, described as follows:

Lot 4 in Block 2 in Frank Wells & Company's Boulevard Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3917 West Roosevelt Road, Permanent Tax No. 16-23- 101-004).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$400.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

3911-3913 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of True Vine Church of God in Christ, 3915 West Roosevelt Road, Chicago, Illinois 60624 to purchase for the sum of \$5,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, page 13383, described as follows:

Lot 6 and 7 in Block 2 of Frank Wells & Company's Boulevard Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3911-3913 West Roosevelt Road, Permanent Tax No. 16-23-101-006).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

6607-6609 South Stewart Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Union Tabernacle Missionary Baptist Church, 6623 South Stewart Avenue, Chicago, Illinois, 60621 to purchase for the sum of \$7,905.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed September 6, 1984, pages 8581- 8582, described as follows:

The South 23 1/2 feet of Lot 20 and Lot 19 in H. H. Thomas Resubdivision of the South 60 feet of Lot 2 and all of Lots 3 to 12 in Block 4 in Barnum Grove Subdivision of the South 42.7 acres of the West 1/2 of the Northeast 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6607-6609 South Stewart Avenue, Permanent Tax Nos. 20-21-214-029 and 005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$790.50 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1601-1609 South Trumbull Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of William C. Jones and Erma J. Jones, his wife, as joint tenant with right to survivorship, 3411 West 16th Street, Chicago, Illinois 60623 to purchase for the sum of \$8,700.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, page 13385, described as follows:

Lots 45, 46, and 48 in Block 1 in Trumbull's Subdivision of that part of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 23 Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1601-1609 South Trumbull Avenue, Permanent Tax Nos. 16-23-403-001 and 002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record, and general real estate taxes for the year 1985 and subsequent years.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$870.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is

authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

*549-559 East 43rd Street/4306-4310 South
St. Lawrence Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Komed Health Center, 501 East 43rd Street, Chicago, Illinois 60653 to purchase for the sum of \$17,500.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed November 23, 1983, page 3607, described as follows:

Lots 1 to 5 in Block 1 in B.F. Cronkite and Company's Subdivision of that part of the North half of the North half of the Northwest quarter of the Southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 549- 559 East 43rd Street/4306-4310 South St. Lawrence Avenue, Permanent Tax No. 20-03-402-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,750.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

553 West 46th Place.

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

SECTION 1. The City of Chicago hereby accepts the bid of Louis J. and Mary A. DeSimone, not in tenancy in common but in joint tenancy, 3747 South Lowe Avenue, Chicago, Illinois 60609 to purchase for the sum of \$1,800.00, the City- owned vacant property, previously advertised, pursuant to Council ordinance passed May 15, 1985, pages 16201-16202, described as follows:

Lot 9 in Wood's Subdivision of Lot 8 in Peter Fortune's Subdivision of 2 acres in the South West quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian with the South 440 feet of the 132 feet East and adjoining the West 93 1/3 rods of the South West quarter of Section 4, aforesaid in Cook County, Illinois (commonly known as 533 West 46th Place, Permanent Tax No. 20-04-331-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$180.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

1138 West 95th Place.

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

SECTION 1. The City of Chicago hereby accepts the bid of Michael Clarke, 9801 South Pulaski Road, Evergreen Park, Illinois, 60642 to purchase for the sum of \$6,801.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, page 3391, described as follows:

Lots 23 and 24 in Block 1, in Hett Lynch & Weep's Vincennes Avenue Addition to Washington Heights, a Sub-division in Northeast 1/4 lying West of Chicago, Rock Island & Pacific Railroad, Section 8, Township 37 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1138 West 95th Place, Permanent Tax No. 25-08-200-022).

Also subject to special assessments.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$681.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

ACCEPTANCE OF BID AUTHORIZED FOR PURCHASE OF
CITY-OWNED VACANT PROPERTY LOCATED AT 1411
NORTH KILDARE AVENUE UNDER ADJACENT
NEIGHBORS LAND ACQUISITION
PROGRAM (PHASE III).

The Committee on Land Acquisition and Disposition submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City of Chicago hereby accepts the bid listed below to purchase City-owned vacant property under the "Adjacent Neighbors Land Acquisition Program", which was established by the City Council of the City of Chicago by an ordinance passed on March 6, 1981, found at pages 584-585 of the Journal of Council Proceedings, and as amended July 23, 1982, pages 11830- 11833 of the Journal of Council Proceedings, and as further amended January 7, 1983, pages 14803-14805 of the Journal of Council Proceedings. Said bid and legal description of the City-owned property is as follows:

Bidder:	Juan Martinez	Real Estate No. 3544
Address:	1413 North Kildare	Address: 1411 North Kildare
Bid Amount:	\$500.00	Avenue
		Index No. 16-03-215-015

Legal Description

Lot 237 in Davenport Subdivision of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the West 1/2 of the Northeast 1/4 of Northeast 1/4 of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County Illinois (commonly known as 1411 North Kildare Avenue, Chicago, Illinois).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. This conveyance is subject to all the terms, conditions, covenants, and restrictions contained in the aforementioned ordinance establishing the "Adjacent Neighbors Land Acquisition Program" and the above cited amendments thereto. Additionally, this conveyance is to be subject to the additional terms, conditions, and restrictions contained in the advertisement announcing said program, the "Instruction to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. The failure of the bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 4. The Mayor and City Clerk are authorized to sign and attest a quitclaim deed conveying all interest of the City of Chicago in and to said property to the above listed bidder.

SECTION 5. The City Clerk is authorized, upon receipt of written notification from the Department of Housing that the sale of this property has been completed, to deliver the cashier's check, certified check, bank check and/or money order of the above listed bidder in the full amount to the City Comptroller, who is authorized to deposit said check and/or money order in the appropriate City account.

SECTION 6. The City Clerk is further authorized and directed to refund the cashier's check, certified check, bank check, and/or money order to the unsuccessful bidder for the purchase of said property.

SECTION 7. This ordinance shall be in effect from and after its passage.

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

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

Nays -- None.

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

BIDS REJECTED AND CITY COMPTROLLER AUTHORIZED TO
RE-ADVERTISE FOR SALE PARCELS OF CITY-OWNED
PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted fourteen proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, authorizing the rejection of bids for certain City-owned parcels of property and to re-advertise same for sale.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

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

1821 West Ellen Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Bickerdike Redevelopment Corporation, 2550 West North Avenue, Chicago, Illinois, 60647 to purchase for the sum of \$12,800.00, the City-owned vacant property, previously advertised pursuant to Council authority passed August 7, 1985, pages 19036 and 19037.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-process for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1, 2 and 3 in Block 1 in J. P. Clarkson's Subdivision of the East 5 acres of the South 25 acres of the West half of the Northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1821 West Ellen Street, Permanent Tax No. 17-06-229-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1821 West Ellen Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Louis H. Burgess, P.O. Box 476786, Chicago, Illinois 60647 to purchase for the sum of \$12,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed August 7, 1985, pages 19036 and 19037.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-process for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows;

Lots 1, 2 and 3 in Block 1 in J. P. Clarkson's Subdivision of the East 5 acres of the South 25 acres of the West half of the Northeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1821 West Ellen Street, Permanent Tax No. 17-06-229-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1421 North Fairfield Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Elizabeth Elizando, 1419 North Fairfield Avenue, Chicago, Illinois 60622 to purchase for the sum of \$2,150.00, the City-owned vacant property, previously advertised pursuant to Council authority passed November 28, 1984, pages 11220-11221.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer

necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows;

Lot 33 in Block 6, in H. M. Thompson's Subdivision of the North West 1/4 of the North East 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1421 North Fairfield Avenue, Permanent Tax No. 16-01-209-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

6117 South Greenwood Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Lovell R. Cushman, 9176 South Burnside Avenue, Chicago, Illinois 60619 to purchase for the sum of \$2,800.00, the City-owned vacant property, previously advertised pursuant to Council authority passed February 4, 1985, page 13378.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows;

The North 1/2 of Lot 21 in the Subdivision of Block 2 in Charles Busby's Subdivision of the South 1/2 of the Southwest 1/4 (except 2-1/2 Acres) of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6117 South Greenwood Avenue, Permanent Tax No. 20-14-311-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

*1605 South Harding Avenue/3925-3927 West
16th Street.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Mack Johnson and Mary Johnson, 3921 West 16th Street, Chicago, Illinois 60623 to purchase for the sum of \$4,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 15, 1985, pages 16194-16195.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 2 in Moore's Subdivision of Lot 1 in the Superior Court Partition of the West 60 Acres of that part of the Southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, lying North of Ogden Avenue all in Cook County, Illinois (commonly known as 1605 South Harding Avenue/3925-3927 West 16th Street, Permanent Tax No. 16-23-301-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

7827-7829 South Racine Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of New Macedonia No. 1 Missionary B. C., 7831-7833 South Racine Avenue, Chicago, Illinois to purchase for the sum of \$4,050.00, the City-owned vacant property, previously advertised pursuant to Council authority passed February 4, 1985, pages 13382- 13383.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 33, 34 and 35 (except the North 1.28 feet thereof) in Fisher and Miller's 1st Addition to West Auburn, being a Subdivision of Block 25 in the Subdivision of the South East 1/4 of Section 29, Township 38 North, Range 14, East of the Third

Principal Meridian, (except the North 99 feet thereof) in Cook County, Illinois (commonly known as 7827-7829 South Racine Avenue, Permanent Tax No. 20-29-424-039).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

2112-2116 West Washington Boulevard.

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

SECTION 1. The City of Chicago hereby rejects the bid of Emerett W. Groomes, 5201 South Cornell Street, Chicago, Illinois 60615 to purchase for the sum of \$2,010.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 15, 1985, pages 16200-16201.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 76 and 75 in Stinson Subdivision of Block 54 in Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2112-2116 West Washington Boulevard, Permanent Tax Nos. 17-07-322-033 and 032).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

11401 South Watkins Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Apostolic Pentecostal Church of Morgan Park, Incorporated, 11401 South Vincennes Avenue, Chicago, Illinois to

purchase for the sum of \$2,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed February 4, 1985, page 13387.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 34 and 35 in Block 88 in Washington Heights, according to Plat recorded June 27, 1872 as Document 39778, Book Two of Plats Pages 45, 46 and 47 in Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11401 South Watkins Avenue, Permanent Tax No. 25-19-227-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1330 North Wolcott Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Bickerdike Re-development Corporation, 2550 West North Avenue, Chicago, Illinois 60647 to purchase for the sum of \$7,300.00, the City-owned vacant property, previously advertised pursuant to Council authority passed August 7, 1985, page 19037.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-process for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 34 in Block 2 in Pickett's Addition to Chicago, in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1330 North Wolcott Avenue, Permanent Tax No. 17-06-216-065).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1330 North Wolcott Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Anne L. Clement, 1326 North Wicker Park Avenue, Chicago, Illinois 60622 to purchase for the sum of \$6,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed August 7, 1985, page 19037.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-process for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 34 in Block 2 in Pickett's Addition to Chicago, in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1330 North Wolcott Avenue, Permanent Tax No. 17-06-216-065).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1338 North Wolcott Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Deidre K. Papp, 1400 North Hoyne Avenue, Chicago, Illinois 60622 to purchase for the sum of \$6,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed August 7, 1985, page 19038.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-process for sale the following parcel of vacant City-owned property which is no longer

necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 37 in Block 2 in Pickett's Addition to Chicago, in the West 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1338 North Wolcott Avenue, Permanent Tax No. 17-06-216-062).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1338 North Wolcott Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Bickerdike Redevelopment Corporation, 2550 West North Avenue, Chicago, Illinois 60647 to purchase for the sum of \$7,300.00, the City-owned vacant property, previously advertised pursuant to Council authority passed August 7, 1985, page 19038.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-process for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 37 in Block 2 in Pickett's Addition to Chicago in the West 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1338 North Wolcott Avenue, Permanent Tax No. 17-06-216-062).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

1231 West 71st Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of James H. Boyd, 1225 West 71st Street, Chicago, Illinois to purchase for the sum of \$3,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed February 4, 1985, page 13390.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 11 and 12 in Block 1 in Weddell and Cox's Hillside Subdivision in the Northwest quarter of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1231 West 71st Street, Permanent Tax Nos. 20-29-104-021 and 20-29-104-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

3513-3527 West 116th Place.

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

SECTION 1. The City of Chicago hereby rejects the bid of Edward W. Ryan, Jr. and Lorraine P. Ryan, Jr., as joint tenants, 3511 West 116th Place, Chicago, Illinois, 60655 to purchase for the sum of \$5,000.00, the City-owned vacant property, previously advertised pursuant to Council authority passed May 15, 1985, page 16202.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section, is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Block 23 (except the West three hundred twenty feet and except the East 128.10 feet thereof) in Atwood's Addition to Washington Heights, being a Subdivision of the North one hundred acres of the Southwest quarter and the North fifty acres of the West half of the Southeast quarter of Section 23, Township 37 North, Range 13, East

of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3513-3527 West 116th Place, Permanent Tax No. 24-23-406-021).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

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

CITY COMPTROLLER AUTHORIZED TO ADVERTISE FOR SALE
PARCELS OF CITY-OWNED PROPERTY AT
SUNDRY LOCATIONS.

The Committee on Land Acquisition and Disposition submitted twenty proposed ordinances (under separate committee reports) recommending that the City Council pass the said proposed ordinances transmitted therewith, to authorized the advertisement for sale of certain City-owned parcels of property.

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

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

Nays -- None.

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

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

1722 North Clybourn Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 49 in Winston's Subdivision of Block 7 in Sheffield's Addition to Chicago, Subdivision of Section 32, Township 40 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 1722 North Clybourn Avenue, Permanent Tax No. 14-32-423-043).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

2000-2002 West Monroe Street.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in the Subdivision of Lots 8, 9, 10, 11 and 12 in the Resubdivision of Block 1 in Owsley's Subdivision of the East 1/2 of the East 1/2 of the North 1/2 of the Northwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2000-2002 West Monroe Street, Permanent Tax Nos. 17-18-104-023 and 17-18-104-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

6507-6509 South University Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 23 and 24 in Block 2 in Woodlawn Ridge Subdivision of the South 1/2 of the Northwest 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6507- 6509 South University Avenue, Permanent Tax No. 20-23-118-001).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

1506 South Kildare Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 38 in Block 6 in Tabor Subdivision of Blocks 5, 6, 9, 10, 11 and 12 in Subdivision of L. C. Paine Freer, the West half of the Northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1506 South Kildare Avenue, Permanent Tax No. 16-22-224-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

1504-1506 South Kolin Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 38 and 39 in Block 5 in Tabor's Subdivision of Blocks 5, 6, 9, 10, 11 and 12 in L. C. Paine Freer (Receiver) Subdivision of the West 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1504-1506 South Kolin Avenue, Permanent Tax No. 16-22-223-020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

1136 West 18th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 68 in Shoenberger's Subdivision of Block 1 in Assessor's Division of North 1/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1136 West 18th Street, Permanent Tax No. 17-20-401-045).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

2040 South Halsted Street.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 36 in Block 16 in Walsh and McMullen's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2040 South Halsted Street, Permanent Tax No. 17-20-437-012).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

2075 South Canalport Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 23 feet of Lot 38 in Walsh's Subdivision of Block 16 of Walsh and McMullen's Subdivision of the South 3/4 of the South East 3/4 of the South East 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2075 South Canalport Avenue, Permanent Tax No. 17-20-437-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

2266-2268 South Blue Island Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 50 and 51 in Subdivision of Block 2 in Walker's Dock Addition to Chicago in the East 1/2 of Section 30, Township 39 North, Range 14, North of River lying East of the Third Principal Meridian in Cook County, Illinois (commonly known as 2266-2268 South Blue Island Avenue, Permanent Tax Nos. 17-30-212-035 and 17-30-212-036).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

1751 West Crystal Street.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in Block 4 in Spear's Addition to Chicago, being part of the East 1/2 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1751 West Crystal Street, Permanent Tax No. 17-06-234-044).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

1529 West Haddon Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 51 in Block 2 of Page Brothers Subdivision of Block 15 and the Northwest quarter of Block 18 of Canal Trustees Subdivision of the West half (except the Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter) of the West half of the Southwest quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1529 West Haddon Avenue, Permanent Tax No. 17-05-301-016).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

1049-1051 West 59th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 6 and 7 in Borden's Subdivision of Block 1 in Thompson & Helmes' Subdivision of East 45 acres of the North 60 acres of Southeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1049-1051 West 59th Street, Permanent Tax No. 20-17-402-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

7815 South Lowe Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The North 6 2/3 feet of Lot 24 and the South 26 2/3 feet of Lot 25 in Block 1 of Storke's Subdivision of Auburn, a Resubdivision of Blocks 1 to 16 in the West 1/2 of the Southwest 1/4 of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7815 South Lowe Avenue, Permanent Tax No. 16-12-330-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

7412-7414 South Parnell Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 4 in Block 18 in Mallette and Brownell's Subdivision of Blocks 16 to 21, inclusive, of Auburn Park Subdivision of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7412-7414 South Parnell Avenue, Permanent Tax No. 20-28-122-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

15-17 West 65th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The West 65 feet of the North 100 feet of Lot 1 in Block 11 of Skimmer and Judd's Subdivision in the Northeast 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 15-17 West 65th Street, Permanent Tax Nos. 20-21- 213-021 and 020).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

3316-3318 East 91st Street.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 22 and 23 in Block 59 in the Subdivision made by the Calumet and Chicago Canal and Dock Co. of parts of Section 5, and Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 3316-3318 East 91st Street, Permanent Tax Nos. 26-05-109-034 and 035).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

708 East 75th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 15 and the West 1/2 of Lot 14 in Block 2 in Ashford's Subdivision of the South 1/2 of Block 4 in Brookline, a Subdivision of the Southeast 1/4 of the Northeast 1/4 of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 708 East 75th Street, Permanent Tax No. 20-27-230-033).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

7125 South Euclid Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 7 in Block 1 in the Resubdivision of South Kenwood, a Subdivision of Blocks 2, 7 and 8 in George W. Clark's Subdivision of the East half of the North West quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, together with part of Block 3 in Stave and Klemm's Subdivision of the North East quarter of Section 25 aforesaid, in Cook County, Illinois (commonly known as 7125 South Euclid Avenue, Permanent Tax No. 20-25-109-005).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

4923-4925 South Michigan Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 39 and the South 10 feet of Lot 40 in Block 1 in Derby's Subdivision of the Southwest 1/4 of the Northwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4923-4925 South Michigan Avenue, Permanent Tax No. 20-10-114-007).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

602 East Oakwood Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section, is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The East 36 feet of the West 53 feet (except the South 10 feet and the North 8 feet thereof) of Lot 12 in Block 1 in Cleaverville Addition a Subdivision of that part of the North half of the North East quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 602 East Oakwood Boulevard, Permanent Tax No. 20-03-201-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section, who is authorized to prepare such bidding forms.

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

COMMITTEE ON MUNICIPAL CODE REVISION.

Re-Referred -- AMENDMENT TO CHICAGO ZONING ORDINANCE
TO CITE HALFWAY HOUSES AND COMMUNITY
TREATMENT CENTERS AS SPECIAL USES
IN SPECIFIED DISTRICTS.

The Committee on Municipal Code Revision submitted a report recommending that the City Council re-refer a proposed ordinance to amend the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago citing halfway houses and community treatment centers as special uses in specified districts to the Committee on Zoning.

On motion of Alderman Orbach, the committee's recommendation was *Concurred In* and said proposed ordinance was *Re-Referred to the Committee on Zoning*.

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
PARTICULAR AREA SHOWN ON MAP NO. 1-E.

The Committee on Zoning submitted the following report:

CHICAGO, April 28, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* a proposed ordinance transmitted herewith (referred to your committee on February 26, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

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

Respectfull submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

On motion of Alderman Gabinski, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following is said ordinance as passed:

Reclassification of Area Shown on Map No. 1-E.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the Residential-Business Planned Development No. 173 symbols and indications as shown on Map No. 1-E to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish and Transmission Tower located on the roof and in the same lot as the existing 56 story building located at 30 East Huron Street/711-719 North Wabash Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish and Transmission Tower above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Evans and Alderman Bloom, *Deferred* and ordered published.

CHICAGO, April 28, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body pass the proposed ordinances transmitted herewith (referred to your committee on (January 30, February 26, March 12, 25, and April 9, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Vice Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 1-E.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-6 General Central Business District symbols and indications as shown on Map No. 1-E in the area bounded by

West Chicago Avenue; North Rush Street; the alley next South of and parallel to West Chicago Avenue; and the alley next West of and parallel to North Rush Street,

to the designation of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Residential-Business Planned Development printed on pages
29902 through 29908 of this Journal.]

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by

(Continued on page 29909)

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
STATEMENTS

1. The area delineated hereon as "Residential-Business Planned Development" is owned or controlled by Lake Shore National Bank as Trustee under Trust Nos. 1193 and 2072, 605 North Michigan Avenue, Chicago, Illinois.
2. All applicable official reviews, approvals or permits are required to be obtained by the Owner or his successors, assignees or grantees.
3. Use of land will consist of dwelling units, business uses, related recreational uses, together with off-street parking.
4. Any dedication or vacation of streets or alleys, or re-subdivision of parcels shall require a separate submittal on behalf of the Owner and approval by the City Council.
5. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
7. Identification and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the review and approval of the Commissioner of the Department of Planning. There shall be no advertising signs permitted.
8. The height restriction of any building or any appurtenance attached thereto shall be subject to:
 - a. height limitations as certified on form FAA-117, successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, and approved by the City Council.

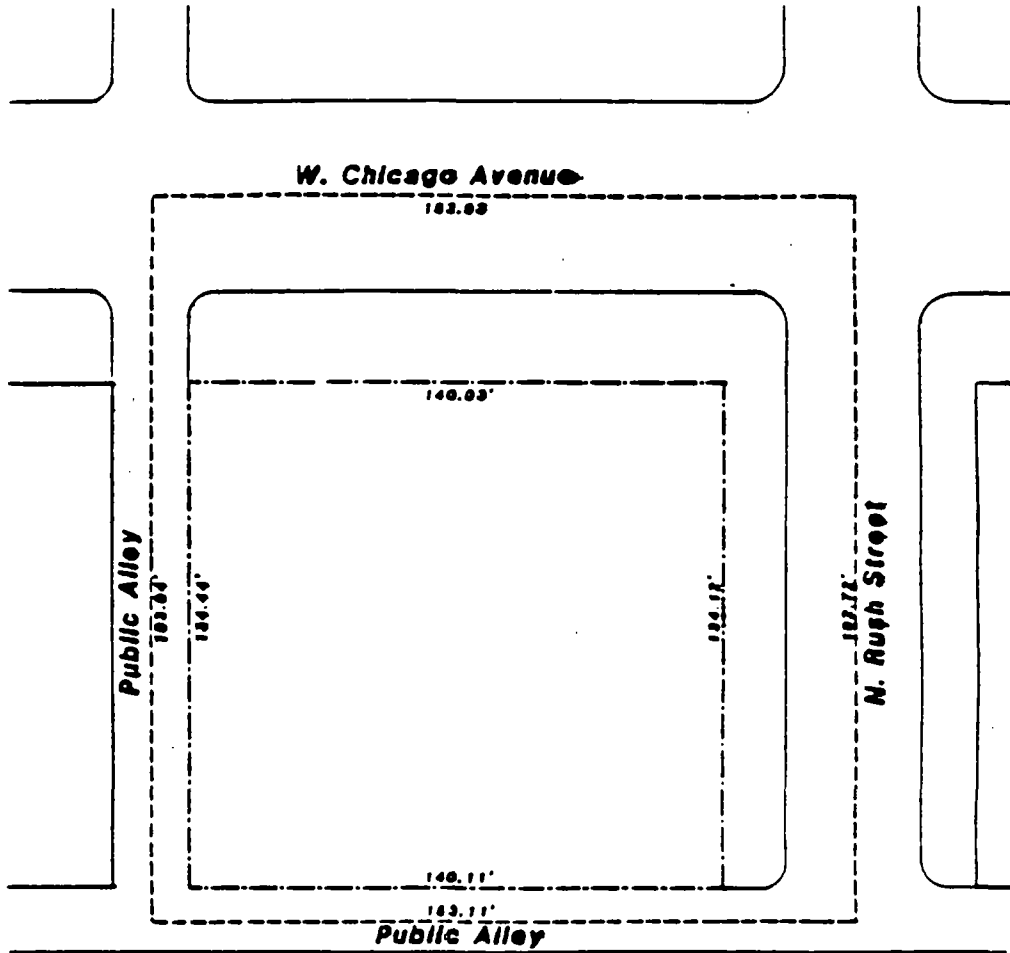
-2-

9. The following information sets forth data concerning the property included in said development and a generalized Land Use Plan (Site Plan) illustrating the development of said property.
10. The Plan of Development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Development", as adopted by the Commissioner of the Department of Planning.


APPLICANT: MURRAY WOLBACH, III

DATE: March 11, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



LEGEND

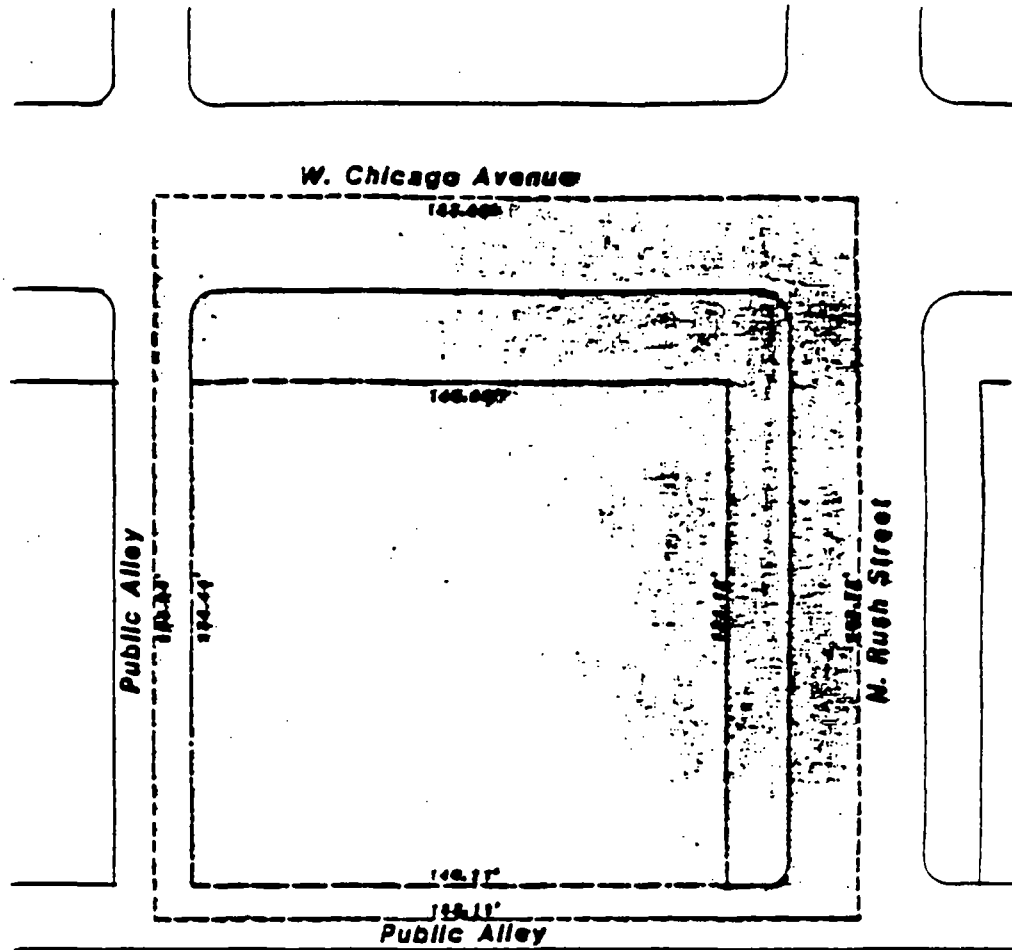
-  Property Line
-  Residential-Business Planned Development Boundary



APPLICANT: MURRAY WOLBACH, III

DATE: March 11, 1986

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT
GENERALIZED LAND USE PLAN



LEGEND

- Property Line
- - - Residential-Business Planned Development Boundary
- ▭ Dwelling Units, Related Recreational Uses, Business Uses, and Off Street Parking



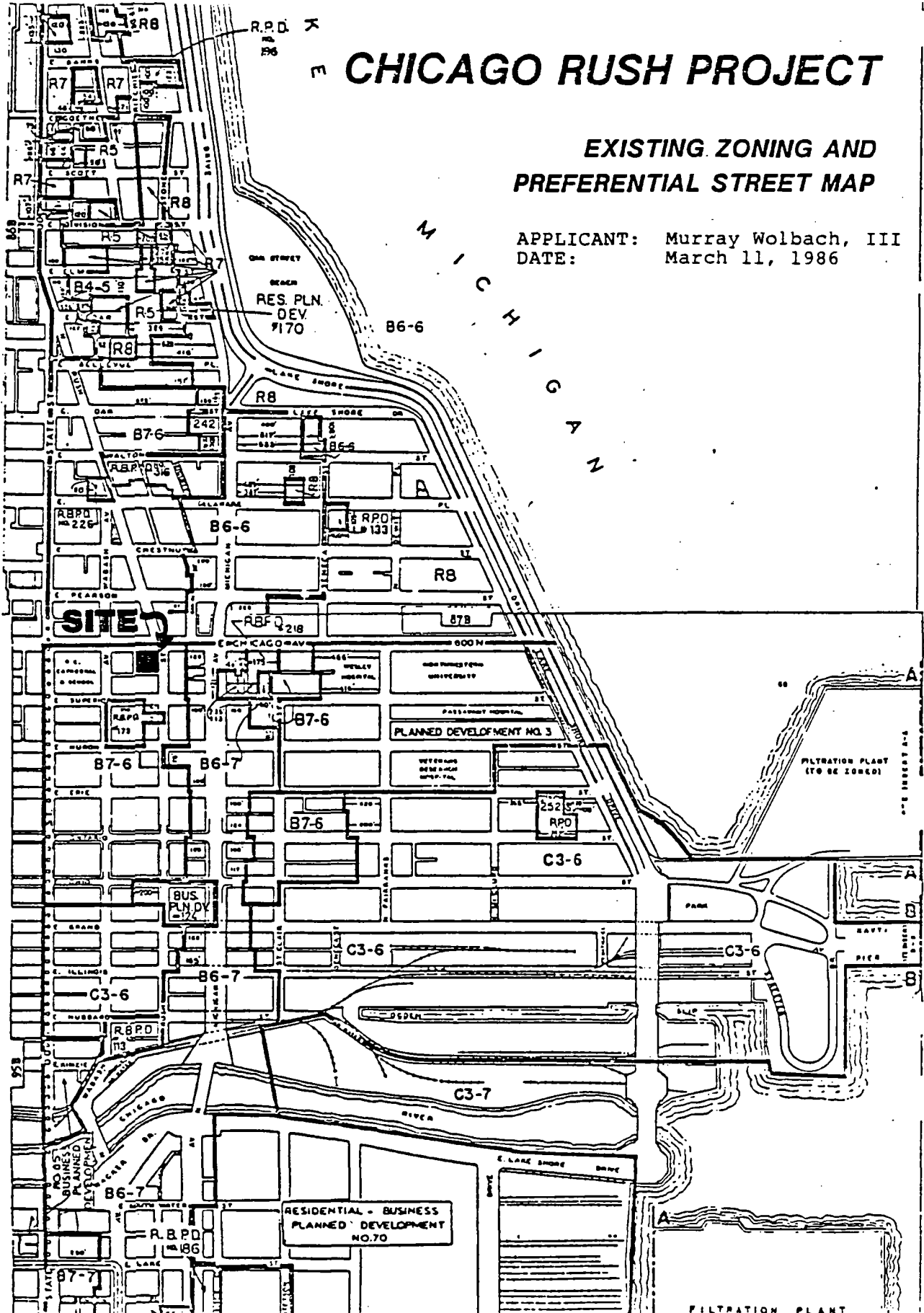
APPLICANT: MURRAY WOLBACH, III

DATE: March 11, 1986

CHICAGO RUSH PROJECT

EXISTING ZONING AND PREFERENTIAL STREET MAP

APPLICANT: Murray Wolbach, III
DATE: March 11, 1986



RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE & BULK REGULATIONS & DATA

NET SITE AREA	GENERAL DESCRIPTION OF LAND USE	MAX NO. OF DWELLING UNITS	MAX FLOOR AREA RATIO	MAX PERCENTAGE OF LAND COVERED
18,816 sq. ft. or .432 acres	Dwelling units, related recreational uses, including a swimming pool, business uses, (including an earth station receiving dish) and off-street parking	221	14.0	99% at grade; 42% at 90 feet above grade

NET SITE AREA

18,816 sq. ft.

GROSS SITE AREA = (net site area + area of public streets and alleys)

18,816 sq. ft. net site area + 16,531 sq. ft. public streets and alleys = 35,347 sq. ft. gross site area

MAXIMUM F.A.R. FOR NET SITE AREA

14.0

MAXIMUM NUMBER OF DWELLING UNITS

221 including a maximum of 22.6% efficiency units

MAXIMUM AREA DEVOTED TO BUSINESS USES

13,870 sq. ft.

PERCENTAGE OF LAND COVERED

99% at grade; 42% at 90 feet above grade

MINIMUM NUMBER OF OFF-STREET PARKING SPACES

164

-2-

MINIMUM NUMBER OF OFF-STREET LOADING BERTHS

2

MINIMUM SETBACKS

0

APPLICANT: MURRAY WOLBACH, III

DATE: March 11, 1986

(Continued from page 29901)

a line 109.11 feet north of and parallel to West Hubbard Street; the alley next East of and parallel to North Wells Street; a line 81 feet North of and parallel to West Hubbard Street; and North Wells Street,

to those of a C3-5 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Business Planned Development No. 308 District symbols and indications as shown on Map No. 2-F in the area bounded by

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

to the designation of Business Planned Development No. 308, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereof and to no others.

[Business Planned Development printed on pages 29910
through 29913 of this Journal.]

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

(Continued on page 29914)

BUSINESS PLANNED DEVELOPMENT NO. 308, AS AMENDEDPLAN OF DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Business Planned Development No. 308" is owned or controlled by CF CHICAGO FM, INC.
2. The applicant, or its successors, assignees, or grantees, shall obtain all official reviews, approvals, licenses and permits.
3. The use of the land will consist of office, business and related uses, and on-site public parking as an interim use, in accordance with this Plan of Development.
4. Off-street parking for a structure and off-street loading facilities shall be provided in accordance with this Plan of Development subject to the review of the Department of Streets and Sanitation and the approval of the Department of Planning.
5. Any dedication or vacation of streets, alleys, or easements, grants of privilege, or any adjustments of right of way require a separate submittal by the applicant and approval by the Chicago City Council.
6. Any service drive 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 the City of Chicago to provide ingress and egress for motor vehicles including emergency vehicles. There shall be no parking within such paved areas. Fire lanes shall be adequately designed and paved in compliance with the Municipal Code of the City of Chicago and shall have a minimum width of 18 feet to provide ingress and egress for emergency vehicles. There shall be no parking within such paved areas.
7. Business and business identification signs may be permitted within the area delineated as "Business Planned Development" subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
8. For the purposes of floor area ratio (F.A.R.) calculations, the definitions of the Chicago Zoning Ordinance shall apply, with the following exception: for F.A.R. purposes, intermediate floors devoted to mechanical use (except for floors devoted to the transfer of persons and goods) shall not be counted in total floor area.

Business Planned Development No. 308, as Amended
Plan of Development
Statements -- Page 2

9. The height restrictions of any building or appurtenance attached thereto shall be subject to:
 - (a) Height limitations as certified on Form FAA-117 or successor forms involving the same subject matter and approved by the Federal Aviation Administration; and
 - (b) Airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, as approved by the City Council.
10. The information in the tables 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.
11. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as promulgated by the Commissioner of the Department of Planning.

APPLICANT: CF CHICAGO FM, INC.

DATE: February 4, 1986

BUSINESS PLANNED DEVELOPMENT NO. 308, AS AMENDED

USE AND BULK REGULATIONS AND DATA

Net Site Area Sq.Ft.	General Description of Land Use	Maximum F.A.R.	Maximum Percent of Land Coverage
26,843	*Office, Business, Off-Street Parking & related uses	**27.9	100%

Gross site area = Net site area 26,843 sq.ft. +

Public rights of way 15,267 sq.ft. = 42,110

Minimum number of off-street parking spaces for structure = 24

Minimum number of off-street loading spaces = 5

Maximum F.A.R. = 27.9**

Maximum percentage of land coverage by structure = 100%

Minimum periphery grade level setbacks =

W. property line	0'0"
S. Franklin St.	0'0"
W. Monroe St.	0'0"
Arcade Place	0'0"

*Use of land will consist of office, business and related uses, as authorized by the C3-7 Commercial-Manufacturing District classification of the Chicago Zoning Ordinance, and of public off-street parking as an interim use.

**For the purposes of floor area ratio (F.A.R.) calculations, the definitions of the Chicago Zoning Ordinance shall apply, with the following exception: for F.A.R. purposes, intermediate floors devoted to mechanical use (except for floors devoted to the transfer of persons and goods) shall not be counted in total floor area.

The site will be developed in one phase consisting of the construction of a highrise office building of 34 floors with not less than the specified loading space and specified parking spaces. Interim use of the site for a public off-street parking facility containing 65 spaces may be permitted in conformance with the "Guidelines for Parking Lot Beautification in Chicago," as adopted by the Chicago Plan Commission.

APPLICANT: CF CHICAGO FM, INC.

DATE: February 4, 1986

(Continued from page 29909)

a line 331.80 feet north of and parallel to West Wrightwood Avenue; North Lakewood Avenue; a line 139.80 feet north of and parallel to West Wrightwood Avenue; and the alley next west of and parallel to North Lakewood Avenue,

to those of an MI-2 Restricted Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing and R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

West Wrightwood Avenue; a line 187.0 feet east of and parallel to North Greenview Avenue; public alley next south of and parallel to West Wrightwood Avenue; public alley next east of and parallel to North Greenview Avenue; a line 24.0 feet north of and parallel to West Lill Street; and North Greenview Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 7-J in area bounded by

West Barry Avenue; the alley next east of and parallel to North Pulaski Road; the alley next south of and parallel to West Barry Avenue; the alley northwest of and parallel to North Davlin Court; the alley next north of and parallel to West Wellington Avenue; and North Pulaski Road,

to those of a B5-1 General Service District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 9-H.
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 9- H in the area bounded by

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

to those of a B3-4 General Retail District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 10-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 10-J in area bounded by

a line 256.43 feet north of and parallel to West 44th Street; a line 569.23 east of and parallel to South Pulaski Road; West 44th Street; and South Pulaski Road,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 12-K in the area bounded by

a line 130.93 feet south of and parallel to West 51st Street; South Knox Avenue; the alley next north of South Archer Avenue; and the alley next west of South Knox Avenue,

to those of a B4-1 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 13-H.

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 13-H to reflect the establishment of a Communications Planned Development for the erection of an Earth Station Receiving Dish located on the roof and on the same lot as the existing office building located at 5547 North Ravenswood Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the Earth Station Receiving Dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

Reclassification of Area Shown on Map No. 17-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 17-H in the area bounded by:

an east-west line 373.48 feet south of the intersection of North Damen Avenue and North Ridge Boulevard; North Ridge Boulevard; an east-west line 1100 feet south of

the intersection of North Damen Avenue and North Ridge Boulevard; and North Damen Avenue,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages 29918 through 29923 of this Journal.]

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

Reclassification of Area Shown on Map No. 24-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 24-G in area bounded by

West 95th Street; North Halsted Street; a line 178.80 feet south of and parallel to West 95th Street; and the alley next west of and parallel to North Halsted Street,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Action Deferred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 194A, SECTION 7.10-1 CONCERNING REGULATION
OF COMMERCIAL ADVERTISING SIGNS IN
RESIDENTIAL DISTRICTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Evans and Alderman Bloom, *Deferred* and ordered published:

CHICAGO, April 28, 1986.

To the President and Members of the City Council:

(Continued on page 29924)

BUSINESS PLANNED DEVELOPMENT NO. _____

STATEMENTS

1. The total area delineated herein as a "Business Planned Development" is owned by the following: Dominick's Finer Foods, Inc., a Delaware corporation, 555 N. Northwest Avenue, Northlake, Illinois 60164; Midwest Bank and Trust Company, TUT# 83-034049, Harlem & North Avenues, Elmwood Park, Illinois 60635; the beneficiary of that trust is Duk Y. Kim, 6666 N. Ridge Boulevard, Chicago, Illinois 60626; Shah Rizvi, 6718 N. Ridge Boulevard, Chicago, Illinois 60626; and, William G. Freudenberg, Jr., and Nancy Freudenberg, as joint tenants, 6618 N. Ridge Boulevard, Chicago, Illinois 60626.

Control over all of said property has been designated to the applicant, DOMINICK'S FINER FOODS, INC., in accordance with the terms of certain real estate purchase agreements, copies of which have been submitted as part of this application.

2. All applicant official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees.
3. Any dedication or vacation of streets and alleys, or easements, or adjustments of rights-of-way or consolidation or resub-division of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees.
4. The following uses shall be permitted within the area delineated herein as Business Planned Development: a grocery store (super-market) including the sale of package liquor, retail drugs and other goods and services customarily located in such facilities.
5. Off-street parking and off-street leading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Public Works and the approval of the Department of Planning.
6. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for

APPLICANT: Dominick's Finer Foods, Inc.

ADDRESS : 6616-6730 N. Ridge Blvd., 16615-6731 N. Damen Ave.

DATE : January 23, 1986

AMENDED : March 13, 1986

- motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
7. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 0.40.
 8. Identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
 9. The height restriction of any building or any appurtenance attached hereto shall be subject to:
 - a. height limitations as certified on Form FAA-117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration; and
 - b. airport zoning regulations as established by the Department of Planning, City and Community Development, Department of Aviation, and Department of Law, as approved by the City Council.
 10. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

 - A. Property line map and right-of-way adjustments;
 - B. Existing zoning and preferential street system map;
 - C. Generalized land use plan; and
 - D. Planned Development Use and Bulk Regulations and Data Chart.
 11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as promulgated by the Commissioner of Planning.

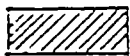
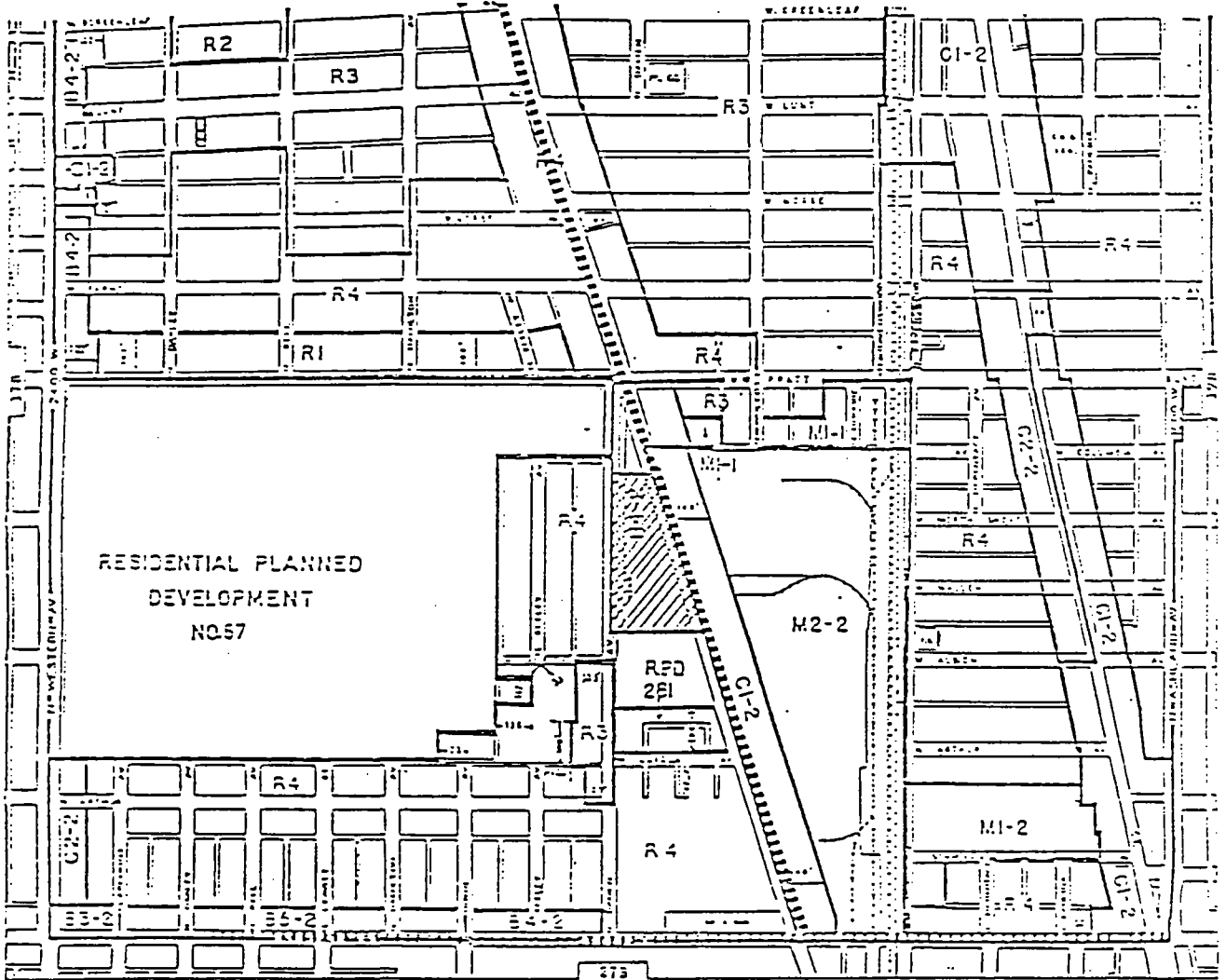
APPLICANT: Dominick's Finer Foods, Inc.

ADDRESS : 6616-6730 N. Ridge Blvd./6615-6731 N. Damen Ave.

DATE : January 23, 1986

AMENDED : March 13, 1986

BUSINESS PLANNED DEVELOPMENT EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



Business Planned Development

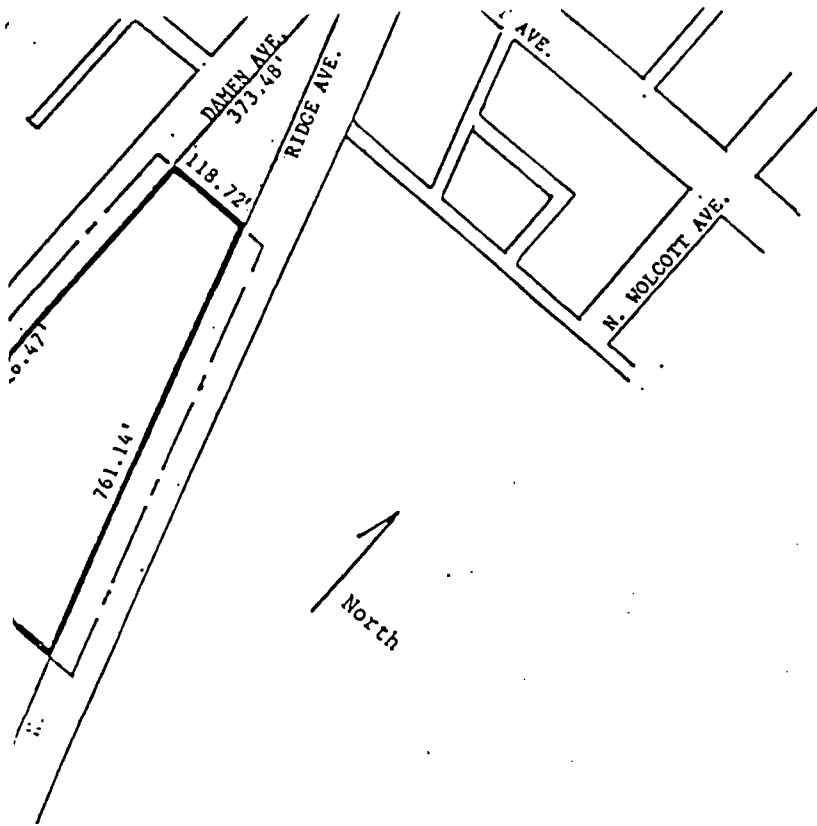
----- Preferential Street

APPLICANT: Dominick's Finer Foods, Inc.

ADDRESS : 6616-6730 N. Ridge Blvd., 16615-6731 N. Damen Ave.

DATE : January 23, 1986

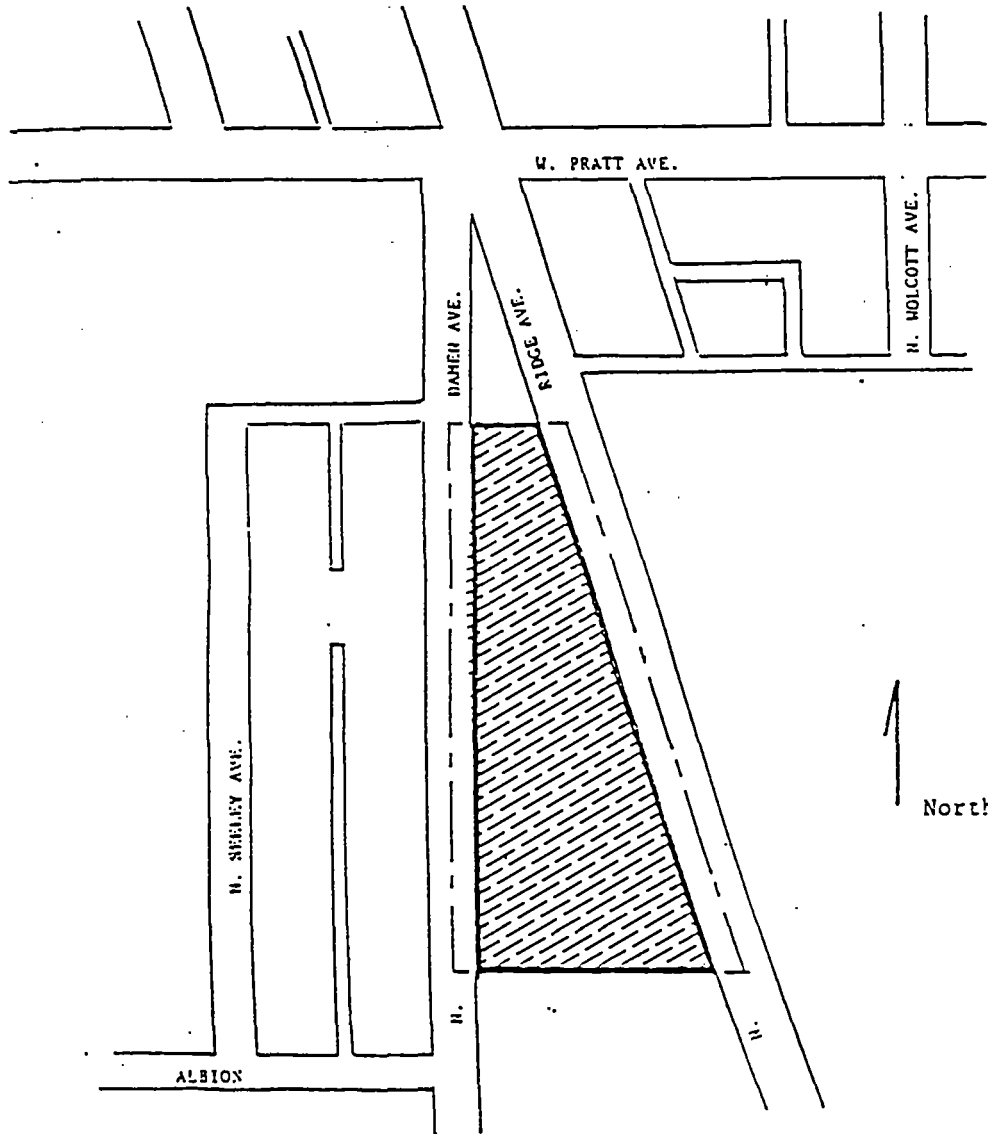





ADJUSTMENT

Ave.

BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



- Planned Development Boundary
-  a grocery store (supermarket) including the sale of package liquor, retail drugs and other goods and services customarily located in such facilities.

APPLICANT: Dominick's Finer Foods, Inc.
 ADDRESS: 6616-6730 N. Ridge Blvd., 16615-6731 N. Damen Ave.
 DATE: January 23, 1986
 AMENDED: March 13, 1986

BUSINESS PLANNED DEVELOPMENT NO. _____

USE AND BULK REGULATIONS AND DATA

<u>NET SITE AREA</u>		<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>FAR</u>	<u>% OF LAND COVERAGE</u>
Sq. Ft.	Acres			
169,731	3.90	A grocery store (supermarket) including the sale of package liquor, retail drugs, and other goods and services customarily located in such facilities	0.4	40%

GROSS SITE AREA

Net Site Area of 3.90 acres plus Public Right-of-Way area of 1.25 acres = 5.15 acres.

NUMBER OF OFF-STREET LOADING SPACES

Per requirements of B5 General Service Districts.

MINIMUM NUMBER OF PARKING SPACES

201

PERIPHERY SETBACKS AT PROPERTY LINES

West Property Line along North Damen.....	0 feet
North Property Line.....	0 feet
East Property Line along North Ridge Avenue.....	0 feet
South Property Line.....	0 feet

APPLICANT: Dominick's Finer Foods, Inc. .
 ADDRESS: 6616-6730 N. Ridge Blvd./6615-6731 N. Damen Ave.
 DATE: January 23, 1986
 AMENDED: March 13, 1986

(Continued from page 29917)

Your Committee on Zoning begs leave to recommend that your Honorable Body pass the proposed substitute ordinance transmitted herewith (referred to your committee on April 9, 1986) to amend Chapter 194A, of the Chicago Zoning Ordinance, Section 7.10-1, to regulate Commercial Advertising Signs in Residential Districts.

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

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) EDWARD R. VRDOLYAK,
Vice-Chairman.

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

WHEREAS, The nature and character of residential areas of the City of Chicago should be preserved; and

WHEREAS, Residential communities have been inundated with commercial advertising signs of various colors, shapes and sizes; and

WHEREAS, The placement of outdoor commercial advertising signs and displays in residential districts constitutes a traffic hazard because those signs create a distraction to drivers of vehicles, diverting their attention from the road, primarily because such signs are unexpected in residential communities; and

WHEREAS, Such commercial advertising signs and displays also constitute a definite detraction and are aesthetically unacceptable to the appearance of residential communities; now, therefore,

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

SECTION 1. That Chapter 194A, "The Chicago Zoning Ordinance", Section 7.10-1, is hereby amended by the addition thereto of the following language in italics below:

7.10-1. Permitted Signs -- R1 Single-Family Residence District

...

C. A "Non-illuminated Commercial Advertising Sign" is hereby defined to mean any display advertising for sale on site a product, service or property, either real or personal, having financial gain or profit as an object.

In R1 Single-Family Residence Districts, non-illuminated commercial advertising signs shall be permitted subject to the following:

(1) Commercial advertising signs shall not exceed the dimensions of eighteen (18) inches in height by eighteen (18) inches in width;

(2) Lettering on all such commercial advertising signs shall consist of not more than two (2) colors including background;

(3) Contents upon commercial advertising signs shall be limited to a description of the article for sale, an address, and a telephone number for inquiry as to information regarding such sale;

(4) Where an improvement exists on a parcel of realty, commercial advertising signs must be affixed to said improvement; however, where no improvement exists on realty, such signs may be displayed on the unimproved parcel.

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

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

***Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>ROTI</i> (1st Ward)	South Green Street (east side) from a point 208 feet south of West Jackson Boulevard to a point 16 feet south thereof -- at all times;
<i>HAGOPIAN</i> (30th Ward)	West Belmont Avenue at 5104 (alongside on North Leclair Avenue, 3 signs) -- 8:00 A.M. to 4:00 P.M. -- Mondays through Fridays;
<i>CULLERTON</i> (38th Ward)	West Addison Street (south side) at 6817 -- 9:00 A.M. to 6:00 P.M. -- Mondays through Saturdays;
<i>LAURINO</i> (39th Ward)	North Kentucky Avenue (west side) from a point 25 feet south of North Elston Avenue to a point 25 feet south thereof -- at all times;
	West Lawrence Avenue (south side) from the first alley west of North Pulaski Road to a point 50 feet west thereof -- 9:00 A.M. to 9:00 P.M. -- Mondays through Sundays;
<i>OBERMAN</i> (43rd Ward)	North Halsted Street (north side) from a point 110 feet north of West Webster Avenue to a point 60 feet north thereof -- 9:00 A.M. to 5:00 P.M. -- Mondays through Sundays.

Referred -- PROPOSED STUDY REGARDING EXTENSION OF
LOADING ZONE ON NORTH CLYBOURN AVENUE.

Alderman Oberman (43rd Ward) presented a proposed order to study the feasibility of extending the existing loading zone at 2032 North Clybourn Avenue an additional 45 feet to the southeast, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTION ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
GARCIA (22nd Ward)	South Hamlin Avenue from West 26th Street to West 31st Street -- southerly;
CULLERTON (38th Ward)	North Natchez Avenue from West Addison Street to West Belmont Avenue - - southerly;
HANSEN (44th Ward)	North-south alley west of North Clark Street between West Patterson Avenue and West Addison Street -- southerly.

Referred -- AMENDMENT OF ONE WAY TRAFFIC RESTRICTION
ON PORTION OF WEST GREGORY STREET.

Alderman Volini (48th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction on West Gregory Street from North Glenwood Avenue to North Clark Street (instead of an easterly direction); which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ONE WAY TRAFFIC RESTRICTION
ON PORTION OF WEST BERWYN AVENUE.

Alderman Volini (48th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction on West Berwyn Avenue from North Sheridan Road to North Winthrop Avenue (instead of an easterly direction); which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF PARKING METER AREAS
ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Alderman Roti (1st Ward) presented two proposed orders to establish parking meter areas at the designated public ways and for the distances specified, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Distance
East and West Adams Street (south side)	Between the south branch of the Chicago River and North and South Michigan Avenue, 30 minute meters (525-CBD);
East and West Jackson Boulevard (north side)	Between the south branch of the Chicago River and North Michigan Avenue, 30 minute meters (526- CBD).

Referred -- LIMITATION OF PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles for the periods specified, during the hours designated, at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
<i>SOLIZ</i> (25th Ward)	South Throop Street (east side) from a point 328 feet south of West Cermak Road to a point 132 feet south thereof (thirty minutes) -- at all times;
<i>CULLERTON</i> (38th Ward)	West Belmont Avenue (north side) at 6200 between North Melvina Avenue and North Mobile Avenue (one hour) -- 8:00 A.M. to 4:00 P.M. -- Mondays through Fridays.

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
<i>ROTI</i> (1st Ward)	West Adams Street (south side) between West Wacker Drive and South Franklin Street;
<i>EVANS</i> (4th Ward)	South Woodlawn Avenue at 5034 from a point 5 feet south of the driveway for one car length;

Alderman	Location and Distance
<i>SAWYER</i> (6th Ward)	South Indiana Avenue from the alley line south to East 87th Street; and East 87th Street from South Indiana Avenue to a point approximately 150 feet west thereof;
<i>BEAVERS</i> (7th Ward)	South Exchange Avenue at 8642 (except for handicapped);
<i>HUMES</i> (8th Ward)	East 88th Place (north side) at 1314 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Emerald Avenue at 3633 (except for handicapped); South Hermitage Avenue at 3725 (except for handicapped);
<i>MAJERCZYK</i> (12th Ward)	South Hamilton Avenue (west side) at 3616 (except for handicapped); South Wood Street (west side) at 3710 1st floor (except for handicapped); South Wood Street (west side) at 3710 2nd floor (except for handicapped); West 34th Place (south side) at 2423 (except for handicapped);
<i>KELLAM</i> (18th Ward)	South Damen Avenue at 8350 (except for handicapped); South Talman Avenue (west side) at 7928 (except for handicapped); South Wood Street at 8226 (except for handicapped);
<i>SHEAHAN</i> (19th Ward)	West 101st Place (north side) just west of South Longwood Drive, 3 spaces (except for handicapped);
<i>SHERMAN</i> (21st Ward)	South Lafayette Avenue (west side) at 9316 (except for handicapped);

Alderman	Location and Distance
	South LaSalle Street (west side) at 9710 (except for handicapped);
	South Perry Avenue (east side) at 10125 (except for handicapped);
	South Winchester Avenue (west side) at 8830 (except for handicapped);
<i>GARCIA</i> (22nd Ward)	South Avers Avenue at 2846 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South Linder Avenue at 5256 (except for handicapped);
<i>HENRY</i> (24th Ward)	West Lexington Street at 3036 (except for handicapped);
	South Springfield Avenue at 1807 (except for handicapped);
	South Trumbull Avenue at 2141 (except for handicapped);
<i>SOLIZ</i> (25th Ward)	West 18th Street (south side) from a point 149 feet east of South Racine Avenue to a point 50 feet east thereof;
<i>SMITH</i> (28th Ward)	West Adams Street at 4329 (except for handicapped);
	North Monticello Avenue at 450 (except for handicapped);
	West Polk Street at 4909 (except for handicapped);
<i>HAGOPIAN</i> (30th Ward)	North Kenneth Avenue (east side) at 1927 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Meade Avenue (west side) from West Fullerton Avenue to the first alley south thereof;
	North Moody Avenue (east side) from West Fullerton Avenue to the first alley south thereof;

Alderman	Location and Distance
	North Neva Avenue at 2369 Apartment 231 front (except for handicapped);
<i>NATARUS</i> (42nd Ward)	East Erie Street at 101-111 (at either side of driveway); North Kingsbury Street (east side) at either side of the I.B.T. "Superior" garage just east of West Erie Street;
<i>OBERMAN</i> (43rd Ward)	North Magnolia Avenue at 2245 (except for handicapped); North Vine Street (east side) between West Willow Street and West North Avenue;
<i>MC LAUGHLIN</i> (45th Ward)	West Leland Avenue (north side) from the first alley west of North Milwaukee Avenue to a point approximately 120 feet west thereof; North McVicker Avenue (east side) at 4929 (except for handicapped);
<i>SCHULTER</i> (47th Ward)	West Cullom Avenue (north side) at 2242 (except for handicapped); North Hoyne Avenue (east side) at 4847 (except for handicapped).

Referred -- AMENDMENT OF PARKING PROHIBITION ON
PORTION OF WEST 51ST STREET.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles at all times on the south side of West 51st Street from South Parkside Avenue to South Massasoit Avenue (instead of from South Central Avenue to South Massasoit Avenue), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF PARKING PROHIBITION ON
PORTIONS OF SPECIFIED STREETS.

Alderman Roti (1st Ward) presented a proposed ordinance to prohibit the parking of vehicles during specified hours on East and West Adams Street (south side), between the south branch of the Chicago River and South Michigan Avenue from 7:00 A.M. to 6:00 P.M. except Sundays and holidays (instead of north side of East and West Adams Street) and East and West Jackson Boulevard (south side), between the south branch of the Chicago River and South Michigan Avenue from 7:00 A.M. to 6:00 P.M. except Sundays and holidays (instead of north side of East and West Jackson Boulevard), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF PARKING PROHIBITION DURING
SPECIFIED HOURS ON PORTION OF SOUTH
MC VICKER AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to prohibit the parking of vehicles during specified hours on the west side of South McVicker Avenue from South Archer Avenue to the first alley south thereof from 8:00 A.M. to 10:00 A.M. on Mondays through Saturdays (instead of both sides of South McVicker Avenue), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF PARKING PROHIBITION
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the prohibition against the parking of vehicles at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>MADRZYK</i> (13th Ward)	South Keating Avenue (both sides) from West 66th Street to West 67th Street -- 8:00 A.M. to 10:00 A.M. and 2:00 P.M. to 4:00 P.M., except Saturdays, Sundays and holidays;
<i>KRYSTYNIAK</i> (23rd Ward)	West 64th Place (south side) from a point 297 feet west of South New England Avenue to a point 25 feet west thereof (6941 West 64th Place) - - Permit No. 1009;
<i>PUCINSKI</i> (41st Ward)	West Bryn Mawr Avenue between North Odell Avenue and North Oketo Avenue -- 7:00 A.M. to 4:00 P.M. -- Mondays through Fridays;

Alderman

Location and Distance

North Oshkosh Avenue (both sides) between North Otsego Avenue and North Avondale Avenue -- 8:00 A.M. to 10:00 A.M., except Saturdays, Sundays and holidays.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance and Time

KRYSTYNIAK (23rd Ward)

South Menard Avenue (both sides) from South Archer Avenue to the first alley north thereof -- 7:00 A.M. to 9:00 A.M. -- Mondays through Fridays;

LAURINO (39th Ward)

North Central Avenue (west side) from West Devon Avenue to North Hiawatha Avenue -- 7:00 A.M. to 9:00 A.M. -- Mondays through Fridays;

PUCINSKI (41st Ward)

West Talcott Avenue (north side) between North Nottingham Avenue and North New Hampshire Avenue -- 7:00 A.M. to 4:00 P.M. -- Mondays through Sundays.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones for vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Distance

SAWYER (6th Ward)

South Champlain Avenue (both sides) at 8600--at all times:

Alderman	Location and Distance
<i>KRYSTYNIAK</i> (23rd Ward)	South Kolin Avenue (west side) at 5000-- 7:00 A.M. to 9:00 P.M. -- Mondays thru Fridays;
	South McVicker Avenue (both sides) at 5400--at all times;
<i>KOTLARZ</i> (35th Ward)	North Avers Avenue (west side) from 4100 to 4158--at all times;
<i>PUCINSKI</i> (41st Ward)	West Catalpa Avenue (both sides) at 8400 and 8500 and North Chester Avenue (both sides) at 5500--at all times;
	West Haft Street (both sides) at 6300--at all times.

Referred-- ESTABLISHMENT OF DIAGONAL PARKING
ON SPECIFIED PUBLIC WAYS.

Alderman Kotlarz (35th Ward) presented two proposed orders to establish diagonal parking at the designated public ways and at the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Distance
North Monticello Avenue (east side)	From West Belmont Avenue to the first alley north thereof;
West School Street (north side)	From North Harding Avenue to North Milwaukee Avenue.

Referred-- IMPOSITION OF SPEED LIMIT FOR VEHICLES
ON PORTION OF SOUTH TRIPP AVENUE.

Alderman Smith (28th Ward) presented an ordinance to limit the speed of vehicles to 15 miles per hour on South Tripp Avenue from West Harrison Street to South Fifth Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

Referred-- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish traffic lane tow-away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>ROTI</i> (1st Ward)	West Madison Street (south side) between South Dearborn Street and South Clark Street -- at all times;
	East and West Adams Street (north side) from North Jefferson Street to North Michigan Avenue -- at all times;
	East and West Jackson Boulevard (south side) from North Jefferson Street to North Michigan Avenue --at all times;
	South Wacker Drive (west side upper level) from West Madison Street to West Monroe Street -- at all times;
	West Jackson Boulevard (north side) between West Wacker Drive and South Franklin Street -- at all times;
<i>KRYSTYNIAK</i> (23rd Ward)	South Lawndale Avenue (east side) from West 47th Street to South Archer Avenue -- at all times;
<i>BANKS</i> (36th Ward)	West Fullerton Avenue (north side) from North McVicker Avenue to 6054 -- at all times;
	West Fullerton Avenue (south side) from North Moody Avenue to North Meade Avenue -- at all times;
	North Hudson Avenue (both sides) between West Oak Street and West Hobbie Street -- at all times.

Referred -- INSTALLATION OF RESIDENTIAL PARKING ONLY
SIGNS AT SPECIFIED LOCATIONS.

Alderman Stone (50th Ward) presented a proposed order for the installation of residential parking only signs on both sides of North Kedzie Avenue from the first east-west alley north

of West Devon Avenue to West Albion Avenue; both sides of North Troy Street from the first east-west alley north of West Devon Avenue to West Albion Avenue; both sides of West Arthur Avenue from North Albany Avenue west to North Kedzie Avenue during ballgames at Thillens Stadium, which was *Referred to the Committee on Traffic Control and Safety.*

Referred-- REVERSAL OF ONE-WAY SIGNS
ON PORTION OF EAST 86TH PLACE.

Alderman Humes (8th Ward) presented a proposed order to reverse the one-way signs from eastbound to westbound on East 86th Place from 1600 east to 1700 east, which was *Referred to the Committee on Traffic Control and Safety.*

Referred-- PROPOSED STUDY REGARDING INSTALLATION
OF TRAFFIC SIGNS AT SPECIFIED
INTERSECTIONS.

The aldermen named below presented proposed orders to study the feasibility of erecting traffic signs of the nature indicated at specified intersections, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
ROTI (1st Ward)	South Martin Luther King Drive and East 23rd Street -- "4-Way Stop";
KRYSTYNIAK (23rd Ward)	West 56th Place and South Hamlin Avenue -- "4-Way Stop";
D. DAVIS (29th Ward)	West Hirsch Street and South Massasoit - - "4-Way Stop".

Referred-- REMOVAL OF TRAFFIC SIGNS ON PORTION
OF WEST WARREN BOULEVARD.

Alderman W. Davis (27th Ward) presented a proposed order for the removal of "No Parking -- 7:00 A.M. to 9:00 A.M." rush hours signs on the north side of West Warren Boulevard from North Ashland Avenue to North Homan Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred-- REMOVAL OF TRAFFIC SIGNS ON PORTION
OF WEST WASHINGTON BOULEVARD.

Alderman W. Davis (27th Ward) presented a proposed order for the removal of "No Parking -- 4:00 P.M. to 6:00 P.M." rush hours signs on the south side of West Washington Boulevard from North Homan Avenue to North Ashland Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- MOVING OF CORNER CLEARANCE SIGNS
ON WEST PRATT AVENUE.*

Alderman Stone (50th Ward) presented a proposed order to give consideration to moving the corner clearance signs on the southwest and southeast corners of West Pratt Avenue at North Wolcott Street back 50 feet each way from the intersection, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS
AT SPECIFIED INTERSECTION.*

Alderman Madrzyk (13th Ward) presented a proposed order for the installation of left turn signals at the intersection of West 59th Street and Pulaski Road for east and westbound traffic on West 59th Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
EVANS (4th Ward)	Corner of East 49th Street and South Drexel Boulevard, controlling traffic going south on South Drexel Boulevard -- "Stop";
	Corner of East 49th Street and South Drexel Boulevard, controlling traffic going north on South Drexel Boulevard -- "Stop";
	East 54th Place and South Blackstone Avenue, controlling traffic going East and West on South Blackstone Avenue -- "Stop";

Alderman	Location and Type of Sign
<i>BLOOM</i> (5th Ward)	Intersection of East 56th Street and South Ellis Avenue -- "4-Way Stop";
<i>SAWYER</i> (6th Ward)	Intersection of East 78th Street and South Vernon Avenue -- "Stop";
	East and westbound traffic on East 81st Street at intersection of South St. Lawrence Avenue -- "Stop";
	Intersection of East 83rd Street and South Cottage Grove Avenue -- "No Turn On Red 7 A.M. to 7 P.M.";
	Intersection of East 85th Street and South Calumet Avenue -- "Stop";
	Intersection of East 85th Street and South Vernon Avenue -- "Stop";
	Intersection of East 86th Street and South Vernon Avenue -- "Stop";
	Intersection of East 89th Street and South Calumet Avenue (stopping east and west traffic on 89th Street) -- "2-Way Stop";
<i>HUMES</i> (8th Ward)	North and southbound traffic on South East End Avenue at intersection of East 83rd Place -- "Stop";
<i>HUELS</i> (11th Ward)	Intersection of South Wallace Street and West 30th Street (stopping north and south traffic on Wallace Street) -- "Stop";
	Intersection of West 32nd Street and South Canal Street (stopping east and west traffic on West 32nd Street) -- "Stop";
	Intersection of West 45th Street and South Normal Avenue (stopping east and west traffic on West 45th Street) -- "Stop";

Alderman	Location and Type of Sign
<i>MADRZYK</i> (13th Ward)	West 64th Street from South Leclaire Avenue to South Latrobe Avenue (Lawler Park) -- "15 Miles Per Hour Speed Limit";
	South Leclaire Avenue from West 63rd Place to West 64th Street (Lawler Park) - - "15 Miles Per Hour Speed Limit";
	West 63rd Place from South Leclaire Avenue to South Latrobe Avenue (Lawler Park) -- "15 Miles Per Hour Speed Limit";
	South Latrobe Avenue from West 63rd Place to West 64th Street (Lawler Park) - - "15 Miles Per Hour Speed Limit";
<i>CARTER</i> (15th Ward)	Intersection of West 52nd Street and South Justine Street (stopping South Justine Street traffic) -- "1-Way Stop";
<i>KELLAM</i> (18th Ward)	Intersection of South Talman Avenue and West 81st Street (stopping north and south traffic on South Talman Avenue) -- "2-Way Stop";
<i>SHEAHAN</i> (19th Ward)	Intersection of South Artesian Avenue and West 107th Street (stopping north and south traffic on South Artesian Avenue) -- "2-Way Stop";
	Intersection of South California Avenue and West 107th Street (stopping north and south traffic on South California Avenue) -- "2-Way Stop";
	Intersection of South Fairfield Avenue and West 107th Street (stopping north and south traffic on South Fairfield Avenue) -- "2-Way Stop";
	Intersection of South Maplewood Avenue and West 107th Street (stopping north and south traffic on South Maplewood Avenue) -- "2-Way Stop";

Alderman

Location and Type of Sign

South Prospect Avenue between West 95th Street and West 96th Street -- "Deaf Children Playing";

Intersection of South Rockwell Street and West 107th Street (stopping north and south traffic on South Rockwell Street) -- "2-Way Stop";

Intersection of South Talman Avenue and West 107th Street (stopping north and south traffic on South Talman Avenue) -- "2-Way Stop";

Intersection of South Washtenaw Avenue and West 107th Street (stopping north and south traffic on South Washtenaw Avenue) -- "2-Way Stop";

Intersection of South Washtenaw Avenue and West 109th Street (stopping south and north traffic on South Washtenaw Avenue) -- "2-Way Stop";

Intersection of West 104th Street and South Albany Avenue -- "4-Way Stop";

Intersection of West 104th Street and South Springfield Avenue -- "4-Way Stop";

West 107th Street between South Claremont Avenue and South Western Avenue (westbound traffic on West 107th Street) -- "Street Ends 1/2 Mile";

West 107th Street (west of South Western Avenue -- "Not A Through Street";

GARCIA (22nd Ward)

East and westbound traffic on West 30th Street at intersection of South Trumbull Avenue -- "Stop";

Alderman

Location and Type of Sign

Intersection of West 28th Street and South Drake Avenue (stopping east and west traffic on 28th Street) -- "2- Way Stop";

KRYSTYNIAK (23rd Ward)

South Lawndale Avenue at the intersections of West 47th Street and South Archer Avenue -- "Truck Traffic Prohibited At All Times";

Intersection of West 56th Street and South Newcastle Avenue -- "4-Way Stop";

First east-west alley south of West 59th Street between South Rutherford and South Oak Park Avenues -- "Thru Traffic Prohibited";

SMITH (28th Ward)

Intersection of West Flournoy Street and South Tripp Avenue -- "Stop";

FROST (34th Ward)

Intersection of South Eggleston Avenue and West 117th Street (stopping Eggleston Avenue traffic) -- "Stop";

KOTLARZ (35th Ward)

Intersection of North Lowell Avenue and West Grace Street (stopping Lowell Avenue traffic) -- "Stop";

Intersection of North Monticello Avenue and West School Street, (stopping Monticello Avenue traffic) -- "Stop";

BANKS (36th Ward)

Intersection of West Wellington Avenue and North New England Avenue (one-way street -- southerly) -- "3-Way Stop";

Southeast corner of North Nordica Avenue and West Armitage Avenue (stopping northbound traffic on North Nordica Avenue) -- "Stop";

CULLERTON (38th Ward)

Intersection of North Menard Avenue and West Berteau Avenue -- "3-Way Stop";

Alderman	Location and Type of Sign
	<p>Intersection of West Patterson Avenue and North Leclaire Avenue, (stopping West Patterson Avenue traffic) -- "Stop";</p> <p>All four corners of intersection of West Addison Street and North Oak Park Avenue, (for benefit of children crossing from St. Priscilla School and Bridge School) -- "No Turn On Red";</p>
<i>LAURINO</i> (39th Ward)	<p>Parking lot of Burger King into North St. Louis Avenue at North Lincoln Avenue -- "Right Turn Only";</p>
<i>O'CONNOR</i> (40th Ward)	<p>Intersection of West Thorndale Avenue and North Virginia Avenue -- "All-Way Stop";</p> <p>Intersection of West Cullom Avenue and North California Avenue -- "All- Way Stop";</p>
<i>PUCINSKI</i> (41st Ward)	<p>South side of West Talcott Avenue approximately 45 feet east of North Nottingham Avenue -- "No Parking Here To Corner" (clearance sign);</p> <p>Intersection of North Neva Avenue and West Balmoral Avenue -- "4-Way Stop";</p>
<i>NATARUS</i> (42nd Ward)	<p>Intersection of North St. Clair Street and East Huron Street -- "4-Way Stop";</p>
<i>ORBACH</i> (46th Ward)	<p>Intersection of West Cornelia Avenue and North Pine Grove Avenue -- "3- Way Stop";</p>
<i>STONE</i> (50th Ward)	<p>Intersection of North Francisco Avenue and West Fargo Avenue (stopping North Francisco Avenue traffic) -- "Stop";</p> <p>First east-west alley north and south of West Devon Avenue from North California Avenue to North Western Avenue -- "No Through Traffic".</p>

Referred -- ESTABLISHMENT OF WEIGHT LIMITATION
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to fix a weight limitation of five tons for trucks and commercial vehicles at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
SMITH (28th Ward)	West Lexington Street at 4300;
KOTLARZ (35th Ward)	West Eddy Street at 3800;
	North Lawndale Avenue from West Addison Street to West Irving Park Road;
	North Oakley Avenue at 3800;
	North Monticello Avenue from West Addison Street to West Irving Park Road.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF
PARTICULAR AREAS.

The aldermen named below presented four proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN BLOOM (5th Ward):

To classify as an R5 General Residence District instead of a B1-1 Local Retail District the area shown on Map No. 16-C bounded by

a line 113 feet south of East 67th Street; the alley next east of and parallel to South Jeffery Avenue; a line 197 feet south of East 67th Street; and South Jeffery Avenue.

To classify as a B4-4 Restricted Service District instead of a B1-1 Local Retail District the area shown on Map No. 16-C bounded by

East 67th Street; the alley next east of and parallel to South Jeffery Boulevard; a line 113 feet south of 67th Street; and South Jeffery Boulevard.

BY ALDERMAN NATARUS (42nd Ward):

To classify as a B4-3 Restricted Service District instead of a C1-3 Restricted Commercial District the area shown on Map No. 3-F bounded by

the northerly right-of-way of the Chicago Transit Authority; North Orleans Street; a line 291 feet south of West North Avenue; a line 102 feet east of North Sedgwick Avenue; a line 241 feet south of West North Avenue; North Sedgwick Avenue; a line 316 feet south of West North Avenue; a line 102 feet east of North Sedgwick Avenue; a line 391 feet south of West North Avenue; North Sedgwick Avenue; a line 466 feet south of West North Avenue; a line 102 feet east of North Sedgwick Avenue; a line 541 feet south of West North Avenue; North Orleans Street; West Schiller Street; North Sedgwick Avenue; West Blackhawk Street; and the alley next of North Sedgwick Avenue.

To classify as a B4-3 Restricted Service District instead of a C1-3 Restricted Commercial District the area shown on Map No. 3-F bounded by

the easterly line of the right-of-way of the Chicago Transit Authority; West Schiller Street; and North Orleans Street.

To classify as an R5 General Residence District instead of an R7 General Residence District the area shown on Map No. 3-F bounded by

West Tooker Place; a line 108.7 feet west of North State Street; West Chestnut Street; a line 313.5 feet east of North Dearborn Street; West Pearson Street; the alley next west of and parallel to North State Street; the alley next north of and parallel to West Chicago Avenue or the line thereof if extended where no street exists; North Dearborn Street; a line 100 feet north of West Chicago Avenue; the alley next west of and parallel to North Dearborn Street; West Chestnut Street; and North Dearborn Street.

BY ALDERMAN OBERMAN (43rd Ward):

To classify as an R5 General Residence District instead of a B5-4 General Service District the area shown on Map No. 7-F bounded by

a line 205 feet north of West Deming Place; a line 75 feet west of North Clark Street; West Deming Place; and the alley next west of and parallel to North Clark Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 42 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
<i>ROTI</i> (1st Ward)	S. Frank Formica;
<i>RUSH</i> (2nd Ward)	Debora Hollins;
<i>MAJERCZYK</i> (12th Ward)	William Lyons;
<i>SHERMAN</i> (21st Ward)	Joan Doss Anderson;
	Melvin Holmes;
<i>KRYSTYNIAK</i> (23rd Ward)	Wimbledon Court II;
	Ed's Hardware;
<i>D. DAVIS</i> (29th Ward)	Thelma Byrd;
<i>GABINSKI</i> (32nd Ward)	Lawrence Meyer;
<i>KOTLARZ</i> (35th Ward)	Jerry Street;
	Raquel Nieves;
<i>BANKS</i> (36th Ward)	Court Arms Condominium Association;
	Palmer Courts;
<i>LAURINO</i> (39th Ward)	Rosalyn O'Cherony;
<i>O'CONNOR</i> (40th Ward)	Winnemac Wolcott Condominiums;
<i>PUCINSKI</i> (41st Ward)	5139-5143 North East River Road Condominium Association;
	6853-6855 North Olmstead Condominium Incorporated;
	Chester Joseph Dombek, Jr.;
<i>NATARUS</i> (42nd Ward)	232 East Walton Building Corporation;
	Delaware Building Corporation;
	1260 Astor Street Building Corporation;
	233 East Walton Building Corporation;
	Scott Cooperative Apartments;

Alderman

Claimant

1212 Lake Shore Drive Condominium
Association;

The 100 Bellevue Place Condominium
Association;

1150 North Lake Shore Drive
Condominium Association;

State Tower Condominium Association;

OBERMAN (43rd Ward)

Carl T. Newey;

1100 West Montana Condominium
Association;

Breton Place Condominium
Association;

The 2736 North Hampden Court
Condominium Association;

ORBACH (46th Ward)

Addison Building Corporation;

Brompton Condominium Association;

SCHULTER (47th Ward)

2049 Ainslie Condominium;

VOLINI (48th Ward)

Andersonville Condominium
Association;

ORR (49th Ward)

La Casa Condominium Association;

1050 West Columbia Condominium
Association;

STONE (50th Ward)

Bellmore Apartments South,
Incorporation;

High Ridge Condominium Association;

6361 North Paulina Condominium
Association;

Artesian Garden Condominium
Association.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAYS.**

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the remaining part of West Fillmore Street between South Wolcott Avenue and South Wood Street; together with all of the north-south public alley in the block bounded by West Fillmore Street, West Grenshaw Street, South Wolcott Avenue, and South Wood Street for the Medical Center Commission and the University of Illinois (No. 18-1-86-1060); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

Referred -- REPEAL OF PORTION OF ORDINANCE
ESTABLISHING REVERSE-FLOW BUS ONLY
LANES ON PORTIONS OF
SPECIFIED PUBLIC
WAYS.

Also, a proposed ordinance to repeal a portion of the ordinance passed by the City Council on July 7, 1977, C.J.P. pp. 5531-5533, establishing reverse-flow bus only lanes on eastbound Adams Street from South Canal Street to South Michigan Avenue (FAUS 1421), and on westbound Jackson Boulevard from South Michigan Avenue to South Clinton Street (FAUS 1422), which was *Referred to the Committee on Local Transportation*.

Referred -- AMENDMENT OF ORDINANCE ESTABLISHING
TAXICAB STAND 533.

Also, a proposed ordinance to amend the ordinance passed by the City Council on July 27, 1983, C.J.P. pp. 886-887, establishing taxicab stand 533 on South Canal Street, along the east

curb from a point 20 feet north of West Jackson Boulevard to a point 140 feet north thereof for 7 cabs, which was *Referred to the Committee on Local Transportation.*

*Referred -- GRANT OF PRIVILEGE IN PUBLIC WAYS
FOR SUNDRY SIDEWALK CAFES.*

Also, a proposed ordinance to grant permission and authority to the organizations listed below for the occupation of a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*, as follows:

Carson Pirie Scott and Company, 1 South State Street;
Great Street, Incorporated, d/b/a Popeyes, 222 South State Street;
Salvador's Mexican Restaurant, 30 East Randolph Street;
Alexander's Downtown, Limited, 1100 South Michigan Avenue;
Cafe Angelo, 225 North Wabash Avenue;
Cafe Bonaparte, 636 South Michigan Avenue.

*Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR VARIOUS ORGANIZATIONS/INDIVIDUALS.*

Also, two proposed ordinances for grants of privilege in public ways for the various organizations/individuals listed, which were *Referred to the Committee on Streets and Alleys*, as follows:

Michael Kranicke -- to occupy a portion of the sub-surface space under the southeast corner of East Randolph Street and North Michigan Avenue, connecting with the Illinois Central Station;
Swami, Limited -- to occupy a portion of the sub-surface space under the southeast corner of East Randolph Street and North Michigan Avenue, connecting with the Illinois Central Station.

*Referred -- AMENDMENT OF GRANT OF PRIVILEGE IN
PUBLIC WAY FOR WIEBOLDT'S STORES,
INCORPORATED.*

Also, a proposed ordinance to amend the grant of privilege ordinance and order made for Wieboldt's Stores, Incorporated, passed C.J.P. p. 13436 (November 12, 1982) and p. 5823

(March 30, 1984), by substituting therein a new grantee known as "Boulevard Bank National Association, under trust 8130" in lieu thereof, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PORTION OF LOWER WACKER DRIVE CLOSED
TO TRAFFIC FOR PUBLIC SHOWCASING OF
VARIOUS STATE FESTIVALS.

Also, a proposed order to grant permission to Tom Duszynski, Exhibit Hall Manager, Hyatt Regency Chicago in Illinois Center, to close to traffic Lower Wacker Drive between Lower Stetson Street on the west and Lower Columbus Drive on the east on Sunday, May 25, 1986, in conjunction with a showcasing event of various State of Illinois festivals called "The Best Of The Fests", which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED
LOCATIONS.

Also, three proposed orders for the issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chart House, Incorporated, d/b/a Burger King -- to maintain and use an existing canopy at 11 North Wabash Avenue;

On Leong Chinese Merchants Association -- to maintain and use an existing canopy at 2216 South Wentworth Avenue;

The Trader's Building Venture, Limited -- to construct, maintain and use a canopy at 401 South LaSalle Street.

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

Also, two proposed orders for the issuance of sign permits to erect specified signs/signboards, which were *Referred to the Committee on Zoning*, as follows:

Issue sign permit to Outdoor Media, Incorporated for a sign/signboard at 1132 South Jefferson Street (general advertisers, various copy);

Issue sign permit to White Way Sign Company for a sign/signboard at 30 North Michigan Avenue (Michigan Avenue National Bank).

Presented by

ALDERMAN RUSH (2nd Ward):

Referred-- GRANTING OF PERMISSION TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.

A proposed order to grant permission to the W. T. Automotive Electric Company, Incorporated to hold a sidewalk sale on the east side of South Giles Avenue from East 39th Street to the first alley south thereof on Saturday, May 17, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN RUSH (2nd Ward) and OTHERS:

CHICAGO HOUSING AUTHORITY ALUMNI ASSOCIATION
COMMENDED FOR EFFORTS TO ADVANCE
QUALITY OF LIFE FOR CHICAGO
PUBLIC HOUSING
RESIDENTS.

A proposed resolution, presented by Aldermen Rush, Humes and Tillman, reading as follows:

WHEREAS, The education of our youth is fundamental to the continued growth of our society; and

WHEREAS, The rising cost to provide a quality education threatens to deny the positive pursuit of any academic endeavors; and

WHEREAS, In order to ensure that educational opportunities remain accessible to our youth, society must play a greater role; and

WHEREAS, The Chicago Housing Authority Alumni Association seeks to provide vocational, recreational and educational assistance to C.H.A. youth; and

WHEREAS, The C.H.A. Alumni Association has established a scholarship fund to assist current high school graduates residing in C.H.A.; and

WHEREAS, These efforts will go a long way towards developing the minds of our youth; now, therefore,

Be It Resolved, By the Mayor and the City Council of the City of Chicago that the Chicago Housing Authority Alumni Association is commended for its efforts to advance the quality of life among residents of this City's public housing; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the Chicago Housing Authority Alumni Association.

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

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

Presented by

ALDERMAN EVANS (4th Ward):

Referred -- PAYMENT OF SPECIAL POLICE LICENSE FEE BY
PROVIDENT HOSPITAL AND MEDICAL CENTER IN
COMPLIANCE WITH CHICAGO MUNICIPAL
CODE.

A proposed ordinance requiring Provident Hospital and Medical Center to pay a ten dollar license fee for each of the special police employed therein pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SAWYER (6th Ward):

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

A proposed order for the issuance of a sign permit to Er Crosstown Electric for the erection of a sign/signboard at 7601 South State Street for Mobil Oil, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN BEAVERS (7th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES
AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

7727-7731 South Burnham Avenue;

9050-9052 South Exchange Avenue

2924-2926 East 91st Street;

2827 East 77th Place;

2857 East 79th Street;

3027 East 79th Street;

8742 South Commercial Avenue;

8214 South Manistee Avenue; and

8216 South Manistee Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

7727-7731 South Burnham Avenue;

9050-9052 South Exchange Avenue;

2924-2926 East 91st Street;

2827 East 77th Place;

2857 East 79th Street;

3027 East 79th Street;

8742 South Commercial Avenue;

8214 South Manistee Avenue; and

8216 South Manistee Avenue,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

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

Nays -- None.

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

Presented by

ALDERMAN HUMES (8th Ward):

Referred -- RELOCATION OF CERTAIN BUS STOP
ON PORTION OF EAST 87TH STREET.

A proposed order to relocate the bus stop from 1200 East 87th Street to 1150 East 87th Street, which was *Referred to the Committee on Local Transportation*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED
DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

10542 South Edbrooke Avenue (front and rear buildings);

10545 South Edbrooke Avenue;

10549 South Edbrooke Avenue;

10561 South Edbrooke Avenue;

10647 South Edbrooke Avenue;

10422 South Maryland Avenue;
10424 South Maryland Avenue;
10426 South Maryland Avenue;
10428 South Maryland Avenue; and
11951 South Indiana Avenue (garage),

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

10542 South Edbrooke Avenue (front and rear buildings);
10545 South Edbrooke Avenue;
10549 South Edbrooke Avenue;
10561 South Edbrooke Avenue;
10647 South Edbrooke Avenue;
10422 South Maryland Avenue;
10424 South Maryland Avenue;
10426 South Maryland Avenue;
10428 South Maryland Avenue; and
11951 South Indiana Avenue (garage),

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

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

Nays -- None.

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

Referred -- INSTALLATION OF ALLEY LIGHTS BEHIND
SPECIFIED LOCATIONS.

Also, three proposed orders for the installation of alley lights behind the premises listed, which were *Referred to the Committee on Finance*, as follows:

10400 South Maryland Avenue;

10406 South Maryland Avenue;

728-732 East 103rd Place.

Presented by

ALDERMAN HUELS (11th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of South Throop Street lying between the South Branch of the Chicago River and West 25th Street for Brandenburg Demolition Incorporated (No. 29-11-84-906); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Huels 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 Huels, the foregoing proposed order was *Passed*.

Referred-- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of the necessary permits to Spiegel Outlet Store, c/o Bill Welter, Manager, to hold a sidewalk sale on the property at 1040 West 35th Street during the period from May 10 to May 11, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred-- RELOCATION OF STEARN'S QUARRY ENTRANCE
WAY FROM 2800 BLOCK OF SOUTH POPLAR STREET.

Also, a proposed resolution to relocate the entrance way of Stearn's Quarry from its current entrance in the 2800 block of South Poplar Street to an entrance either on a portion of South Halsted Street (east boundary) or on a portion of West 27th Street (north boundary), which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUELS (11th Ward) and OTHERS:

Referred-- EXAMINATION OF SERVICE PROVIDED BY CHICAGO
FIRE DEPARTMENT BUREAU OF EMERGENCY MEDICAL
SERVICES, PARAMEDIC MOBILE INTENSIVE
CARE UNITS.

A proposed resolution, presented by Aldermen Huels, McLaughlin, Sheahan, Kellam, Majerczyk and Hansen, calling for an examination of the Chicago Fire Department Emergency Medical Service Mobile Intensive Care Units to determine if the service provided is adequate for City residents, which was *Referred to a Joint Committee composed of the members of the Committee on Police and Fire and the members of the Committee on Health*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

CONGRATULATIONS EXTENDED TO CALIFORNIA GARDENS
NURSING HOME ON OCCASION OF DESIGNATION
AS SIX STAR FACILITY BY ILLINOIS
PUBLIC AID DEPARTMENT.

A proposed resolution reading as follows:

WHEREAS, California Gardens Nursing Home is among those receiving highest designation of six stars from the Illinois Public Aid Department; and

WHEREAS, California Gardens Nursing Home brings pride and honor to the City of Chicago's great Southwest Side. It was graded by the Illinois Public Aid Department's nursing home staff for its residents' satisfaction, its activities, design and community integration; and

WHEREAS, According to Illinois Public Aid Director Gregory L. Coler, California Gardens Nursing Home is among those "which provides the kind of care and living environment that can serve as an example for other facilities to follow"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of May, 1986, A.D., do hereby offer our congratulations to the administration, staff and residents of California Gardens Nursing Home on this outstanding institution's designation as a six-star facility by the Illinois Public Aid Department; and

Be It Further Resolved, That a suitable copy of this resolution be presented to California Gardens Nursing Home.

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

Presented by

ALDERMAN MADRZYK (13th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 200.4, SECTION 200.4-1, CONCERNING
PROVISIONS GOVERNING CONTRACTOR-
CONSTRUCTED STREETS.

A proposed ordinance to amend Chapter 200.4, Section 200.4-1 of the Chicago Municipal Code to include contractor-constructed streets within "Street Improvement Ordinance" provisions, which was *Referred to the Committee on Municipal Code Revision*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE
OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the organization 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:

Citicorp Savings of Illinois -- 6222 South Kedzie Avenue:

Walter J. Nieckula -- 5921 South Pulaski Road.

Presented by

ALDERMAN BURKE (14th Ward):

**CONGRATULATIONS EXTENDED TO SIX CHICAGO POLICE
OFFICERS FOR OUTSTANDING POLICE PERFORMANCE.**

Alderman Burke moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon six proposed resolutions congratulating six Chicago Police Officers for their outstanding police performance. The motion *Prevailed*.

On separate motions made by Alderman Burke, each of the said proposed resolutions was *Adopted*, unanimously.

The following are said resolutions as adopted (the italic heading in each case not being a part of the resolution):

Police Officer Charles Allison.

WHEREAS, Police Officer Charles Allison is to be honored as officer of the month of January, 1986; and

WHEREAS, Police Officer Charles Allison became a member of the Chicago Police Department on December 14, 1970, and was then assigned Star Number 15058; and

WHEREAS, Police Officer Charles Allison is assigned to the 009th District as a Beat Officer; and

WHEREAS, Police Officer Charles Allison is being cited for his outstanding police work on January 11, 1986, that resulted in the arrest of an offender charged with aggravated assault; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 14th day of May, 1986, do hereby congratulate Police Officer Charles Allison on his outstanding police performance, and hope he continues to display this same dedication and perseverance, throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Charles Allison.

Police Officer Paul Bruzas.

WHEREAS, Police Officer Paul Bruzas is to be honored as officer of the month of January, 1986; and

WHEREAS, Police Officer Paul Bruzas became a member of the Chicago Police Department on March 19, 1973, and was then assigned Star Number 2945; and

WHEREAS, Police Officer Paul Bruzas is assigned to the 009th District as a Beat Officer; and

WHEREAS, Police Officer Paul Bruzas is being cited for his outstanding police work on January 11, 1986, that resulted in the arrest of an offender charged with aggravated assault; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, in meeting this 14th day of May, 1986, do hereby congratulate Police Officer Paul Bruzas on his outstanding police performance, and hope he continues to display this same dedication and perseverance, throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Paul Bruzas.

Patrolman Savatore DeLuca.

WHEREAS, Patrolman Savatore DeLuca is to be honored as officer of the month of November, 1985; and

WHEREAS, Patrolman DeLuca, Star Number 15511, is a member of the 009th District, Deering Station; and

WHEREAS, Patrolman Savatore DeLuca along with his partner Robert Gricus are being cited for their outstanding police work on November 30, 1985; and

WHEREAS, Patrolman DeLuca along with his partner Robert Gricus are to be commended for their work that resulted in the arrest of an offender charged with aggravated assault; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this 14th day of May, 1986, do hereby congratulate Patrolman Savatore DeLuca on his outstanding police performance, and may he continue to display this same dedication and perseverance throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Savatore DeLuca.

Patrolman Robert Gricus.

WHEREAS, Patrolman Robert Gricus is to be honored as officer of the month of November, 1985; and

WHEREAS, Patrolman Gricus, Star Number 10150, is a member of the 009th District, Deering Station; and

WHEREAS, Patrolman Robert Gricus along with his partner Savatore DeLuca are being cited for their outstanding police work on November 30, 1985; and

WHEREAS, Patrolman Gricus along with his partner Savatore DeLuca are to be commended for their work that resulted in the arrest of an offender charged with aggravated assault; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this 14th day of May, 1986, do hereby congratulate Patrolman Robert Gricus on his outstanding police performance, and may he continue to display this same dedication and perseverance, throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Robert Gricus.

Police Officer Karen Ivers.

WHEREAS, Police Officer Karen Ivers is to be honored as officer of the month of January, 1986; and

WHEREAS, Police Officer Karen Ivers became a member of the Chicago Police Department on June 23, 1980 and was then assigned Star Number 12932; and

WHEREAS, Officer Karen Ivers is assigned to the 009th District as a Beat Officer; and

WHEREAS, Police Officer Karen Ivers is being cited for her outstanding police work on January 11, 1986, that resulted in the arrest of an offender charged with aggravated assault; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, in meeting this 14th day of May, 1986, do hereby congratulate Police Officer Karen Ivers on her outstanding police performance, and hope she continues to display this same dedication and perseverance, throughout her career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Karen Ivers.

Police Officer John Tedesco.

WHEREAS, Police Officer John Tedesco is to be honored as officer of the month of January, 1986; and

WHEREAS, Police Officer John Tedesco became a member of the Chicago Police Department on March 2, 1970, and was then assigned Star Number 14703; and

WHEREAS, Officer John Tedesco is assigned to the 009th District as a Beat Officer; and

WHEREAS, Police Officer John Tedesco is being cited for his outstanding police work on January 11, 1986, that resulted in the arrest of an offender charged with aggravated assault; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, in meeting this 14th day of May, 1986, do hereby congratulate Police Officer John Tedesco on his outstanding police performance, and hope he continues to display this same dedication and perseverance throughout his career as a Chicago Police Officer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer John Tedesco.

Referred -- ISSUANCE OF PERMIT TO HOLD SIDEWALK
FAIR AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to the Back of the Yards Neighborhood Council, c/o Lisa Singer, to hold a sidewalk fair on both sides of South Ashland Avenue from West 52nd to West 45th Streets, and on both sides of West 47th Street from South Justine Street to South Damen Avenue for the period from July 17 to July 20, 1986, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Stanley Bafia Funeral Home for the maintenance and use of an existing canopy attached to the building or structure located at 1745 West 47th Street, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN KELLAM (18th Ward):

Referred-- INSTALLATION OF BARRICADE FOR
PUBLIC EASEMENT NEAR 8220 SOUTH
KOMENSKY AVENUE.

A proposed order for the installation of a permanent type barricade for a public easement between South Komensky and South Karlov Avenues, at approximately 8220 South Komensky Avenue for pedestrian only traffic purposes, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

TRIBUTE TO LATE CHICAGO POLICE DETECTIVE
RICHARD "DICK" LIS.

A proposed resolution reading as follows:

WHEREAS, Detective Richard "Dick" Lis lost his life in a motorcycle accident on April 27, 1986; and

WHEREAS, Detective Lis was an outstanding public servant who served on the Chicago Police Department with dedication and loyalty for 24 years; and

WHEREAS, Detective Lis worked in the Patrol Division for 6 1/2 years, in the Youth Division for 4 years, as an Investigator in the Intelligence Division, gang section, and also in the Criminal Investigation Detective Division demonstrating the courage that binds Police officers in a fraternity of brave men; and

WHEREAS, Detective Lis was an active member in the Illinois State Lodge Fraternal Order of Police, serving as its President from 1980 to 1986, and prior to that as National Guard, National Trustee from Illinois, and as National Vice- President; and

WHEREAS, Detective Lis was the Legislative Chairman of the Fraternal Order of Police for 12 years where he helped and witnessed the Bill of Rights for Police become law in 1983, and in 1985 this same Bill gave collective bargaining to both Policemen and Firemen; and

WHEREAS, Detective Lis is survived by his wife Marilyn, and his son Kenneth and mourned by his fellow comrades and the people of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 14th day of May, 1986 A.D. do hereby extend our deepest sympathy to his wife and son and wish to let them know that the people of Chicago will remember Detective Richard "Dick" Lis as one of our dedicated and unselfish heroes; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to Detective Lis family.

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

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

CONGRATULATIONS AND BEST WISHES EXTENDED TO
MS. PHYLLIS D. CARRY ON OCCASION OF HER
RETIREMENT FROM CHICAGO PUBLIC
LIBRARY SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, Phyllis D. Carry is retiring after 31 years of distinguished public service with the Chicago Public Library on June 2, 1986; and

WHEREAS, Phyllis represented the best in service throughout her career in the Chicago Public Library which commenced in May, 1955 and during which time she served at the Logan Square Branch, Lending Department, Personnel, Chicago Lawn Branch, Southeast Branch, Southeast District Office, Deputy Commissioner's Office, Auburn Branch, and she has been at the Southwest District Office since December, 1979; and

WHEREAS, Phyllis is a lifelong resident of our great City, having been born here on September 15, 1921, who now resides in the Hyde Park area, having one daughter Judy 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 14th day of May, 1986, do hereby congratulate Phyllis D. Carry on her retirement after an excellent career of public service, and offer to her and her fine family our best wishes for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Phyllis D. Carry.

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

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

GRATITUDE EXTENDED TO SISTER MICHELE ELFERING,
C.S.J. FOR HER DEDICATION TO SAINT
JOHN FISHER PARISH.

Also, a proposed resolution reading as follows:

WHEREAS, Sister Michele Elfering, C.S.J. of St. John Fisher Parish is leaving after 9 years of dedicated service as Principal of St. John Fisher Grammar School; and

WHEREAS, Sister Michele was born to Felix and Ruby Elfering in Libertyville, Illinois and entered the Congregation of the Sisters of St. Joseph on the 8th day of September, 1947 and received the habit on the 15th day of August, 1948 at our Lady of Bethlehem in LaGrange, Illinois; and

WHEREAS, Sister Michele began her teaching career at Divine Infant Grammar School in Westchester, continued on to St. Anthony's, located in the section of Chicago known as Roseland, St. Francis in LaGrange, St. John Fisher in Chicago, St. Joseph Military Academy in LaGrange, became Principal of Our Lady of Mt. Carmel in Melrose Park, Principal of St. Hugh's in Lyons and returned to St. John Fisher as Principal in 1977; and

WHEREAS, Sister Michele's record at St. John Fisher sets a model for superior educational achievement and Christian values in our community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 14th day of May, 1986, do hereby offer our most sincere expression of gratitude to Sister Michele Elfering, C.S.J. for her dedicated and untiring contribution to the education of the young people in St. John Fisher Parish of our great City, and wish her success in all her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sister Michele Elfering, C.S.J.

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

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

CONGRATULATIONS EXTENDED TO FATHER THOMAS PURTELL ON
OCCASION OF HIS 25TH ANNIVERSARY OF ORDINATION.

Also, a proposed resolution reading as follows:

WHEREAS, Father Thomas J. Purtell celebrated his 25th anniversary in the priesthood on May 1, 1986; and

WHEREAS, There was a special mass to commemorate this joyous event on Saturday May 3, 1986; and

WHEREAS, The Parishioners of St. John Fisher honored Father Purtell with a reception immediately following the mass; and

WHEREAS, Father Purtell was born on February 12, 1935 to John and Betty Purtell, raised on the northwest side of the City of Chicago in Our Lady of Victory Parish; and

WHEREAS, Father Purtell has dedicated his life to many parishes in the Archdiocese of Chicago, which included St. Joseph's in Homewood, Illinois, Our Lady of Lourdes on the west side of Chicago, and St. Benedict's in Blue Island, Illinois. He has served St. John Fisher for the past six years and has been Pastor for two of those years; and

WHEREAS, The congregation of St. John Fisher Parish has benefitted from Father Thomas Purtell's commitment of love and direction; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council gathered here this day May 14, 1986, do hereby express our sincerest congratulations and wish Father Thomas J. Purtell a healthy and happy future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Father Thomas J. Purtell.

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

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

Referred -- ISSUANCE OF PERMITS TO HOLD IRISH FEST
ON PORTIONS OF SPECIFIED
PUBLIC WAYS.

Also, a proposed order for the issuance of permits to Saint Cajetan Church, c/o Pat Fleming, to hold an Irish Fest on South Campbell Avenue from West 112th to West 113th Streets, and on West 112th Street from South Artesian to South Campbell Avenues for the period from June 21 to June 22, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN KELLY (20th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
6834 SOUTH HARPER AVENUE.

A proposed order for the installation of an alley light in the rear of the premises at 6834 South Harper Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN KRISTYNIAK (23rd Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY
FOR UNION CARBIDE CORPORATION

A proposed ordinance to grant permission and authority to Union Carbide Corporation to maintain and use as now constructed a tunnel under and across West 65th Street near South Oak Park Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION FOR PARKING OF
SPECIFIED PICK-UP TRUCKS/VANS IN
FRONT OF RESIDENCES.

Also, four proposed orders to grant permission to the individuals listed for parking at all times of a pick-up truck/van in front of the residence as noted in accordance with the provisions of Chicago Municipal Code Chapter 27, Section 27-317, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Joseph Bafia -- 5555 South Parkside Avenue;

Theodore S. Bragen -- 5640 South Merrimac Avenue;

Edward Madar -- 5227 South Merrimac Avenue;

Anthony Soverino -- 5120 South Oak Park Avenue.

Presented by

ALDERMAN SOLIZ (25th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 34, BY INSERTING NEW SECTIONS
34-13.1 THROUGH 34-13.10 RELATING TO
LICENSING AND REGULATION OF
NEWSPAPER VENDING
MACHINES.

A proposed ordinance to amend Chapter 34 of the Chicago Municipal Code by inserting new sections to be known as Sections 34-13.1 through 34-13.10, concerning the licensing and regulation of newspaper vending machines, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR
LOOP TRANSFER, INCORPORATED.

Also, a proposed ordinance to grant permission and authority to Loop Transfer, Incorporated, to maintain, operate and use as now constructed a scale in the street adjoining the premises located at 2251 South Laflin Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF SOUTH CARPENTER STREET AND WEST 19TH
STREET FOR SEVENTH ANNUAL
STREET FAIR.

Also, a proposed order for the granting of permission to the Eighteenth Street Development Corporation to close to traffic South Carpenter Street between West 18th Place, and West 19th Street between South May Street and South Miller Street, to hold their Seventh Annual Street Fair on Saturday, June 28, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN GUTIERREZ (26th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD "FIESTA" ON
PORTION OF LUIS MUNOS MARIN DRIVE.

A proposed order for the issuance of permits to the Puerto Rican Parade Committee of 1986, c/o Daniel Ramos, to hold a "Fiesta" on Luis Munos Marin Drive from North Humboldt Boulevard to North LeMoynes Avenue during the period extending June 7 through June 16, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

Referred -- GRANTING OF PERMISSION TO HOLD VARIOUS
EVENTS AT SPECIFIED LOCATIONS.

Two proposed orders to grant permission to the organizations listed for the events specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

West Side Business Improvement Association, c/o Mansur Abdullah -- to hold a festival and sidewalk sale on both sides of West Madison Street between Waller Avenue and Mayfield Avenue, et cetera, on Sunday, August 3, 1986;

Austin Peoples Action Center, c/o Cynthia Williams -- to hold a festival on the southwest side of West Corcoran Place between North Parkside Avenue and North Mayfield Avenue during the period extending August 22 through August 24, 1986.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Austin Bank of Chicago to maintain and use an existing canopy attached to the building or structure located at 5645 West Lake Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HAGOPIAN (30th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD
CARNIVAL AT SPECIFIED LOCATION.

A proposed order for the issuance of permits to St. Stanislaus B. and M. Church, c/o Reverend George D. Jendrach, to hold a carnival on North Long Avenue from the alley south of West Fullerton Avenue to West Belden Avenue, on West Belden Avenue from North Long to North Lockwood Avenues, and on North Lorel Avenue from West Belden Avenue to the alley south of West Fullerton Avenue during the period extending July 10 through July 20, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred -- INSTALLATION OF ALLEY LIGHT BEHIND
2716 NORTH SAWYER AVENUE.

A proposed order for the installation of an alley light in the rear of the premises at 2716 North Sawyer Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST CHESTNUT STREET FOR FEAST
OF SAINT BONIFACE CELEBRATION.

A proposed order to grant permission to Reverend Ted Perzanowski of Saint Boniface Church to close to traffic West Chestnut Street between North Noble and North Elizabeth Streets for the celebration of the Feast of Saint Boniface during the period extending June 7 through June 8, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

**ALDERMAN GABINSKI (32nd Ward),
ALDERMAN MC LAUGHLIN
(45th Ward) and OTHERS:**

Referred -- REVIEW OF CHICAGO TRAUMA CENTER ORDINANCE
DELINEATING RULES AND REGULATIONS REGARDING
RENDERING OF EMERGENCY MEDICAL
SERVICES BY HOSPITALS, ETC.

A proposed resolution, presented by Aldermen Gabinski, McLaughlin, Hagopian, Santiago, Mell, Kotlarz, Banks, Cullerton, Pucinski and Laurino, urging the review of the Level I Trauma Center Designation process within the City of Chicago Trauma Center Ordinance for discovery of additional Level I Trauma Center hospitals qualifying under said ordinance, which was *Referred to the Committee on Health*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 99 BY INSERTING NEW SECTION 99-42.2
GOVERNING CANCELLATION OF CITY
CONTRACTS WITH SPECIFIED
PERSONS OR BUSINESSES.

A proposed ordinance to amend the Chicago Municipal Code, Chapter 99, by inserting a new section to be known as Section 99-42.2 governing the cancellation of City contracts with persons or businesses found guilty of illegal dumping, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF WEST LOGAN BOULEVARD FOR
STREET CARNIVAL.

Also, a proposed order to grant permission to Saint John Berchman Church to close to traffic the side drive of the 2500 block of West Logan Boulevard from North Campbell Avenue to North Rockwell Street to hold a street carnival during the period extending June 2 through June 9, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN FROST (34th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

305 West 116th Street;

13 West 115th Street; and

1740 West Steuben Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

305 West 116th Street;

13 West 115th Street; and

1740 West Steuben Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

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

Nays -- None.

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

Presented by

ALDERMAN KOTLARZ (35th Ward):

CONGRATULATIONS EXTENDED TO ALDERMAN BANKS ON
RECEIPT OF SPECIAL SERVICE COMMENDATION
FROM "SAVE OUR NEIGHBORHOODS, SAVE
OUR CITY COALITION".

A proposed resolution reading as follows:

WHEREAS, William J. P. Banks, the Alderman of the 36th Ward, is to receive a Special Service Commendation from the Save Our Neighborhoods, Save Our City Coalition; and

WHEREAS, The residents of the 36th Ward should be proud of Alderman William J. P. Banks and his many legislative endeavors; and

WHEREAS, Alderman William J. P. Banks should be applauded for his distinguished efforts in the pursuit of an ordinance banning the use of "For Sale" signs in the City of Chicago; now, therefore,

Be It Resolved, That Alderman William J. P. Banks be congratulated for his receipt of the Special Service Commendation from the Save Our Neighborhoods, Save Our City Coalition.

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

CONGRATULATIONS EXTENDED TO MR. MICHAEL H. HUDSON
ON RECEIPT OF "ONE PERSON DOES MAKE A
DIFFERENCE" AWARD FROM "SAVE OUR
NEIGHBORHOODS, SAVE OUR CITY
COALITION".

Also, a proposed resolution reading as follows:

WHEREAS, Michael H. Hudson, Vice-President of Public Affairs of Illinois Tool Works is to receive the "One Person Does Make A Difference" award from the Save Our Neighborhoods, Save Our City Coalition; and

WHEREAS, Michael H. Hudson, has assisted the Save Our Neighborhoods, Save Our City Coalition, by establishing working relationships with key leaders in the corporate and business community of Chicago; and

WHEREAS, Michael H. Hudson's advice and counsel have proven invaluable in the development and expansion of the Save our Neighborhoods, Save Our City Coalition's efforts for a better City of Chicago; now, therefore,

Be It Resolved, That Michael H. Hudson be commended for all of his efforts past and future on behalf of all of Chicago.

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

CONGRATULATIONS EXTENDED TO ALDERMAN KELLEY ON
RECEIPT OF SPECIAL SERVICE COMMENDATION
FROM "SAVE OUR NEIGHBORHOODS, SAVE
OUR CITY COALITION".

Also, a proposed resolution reading as follows:

WHEREAS, Clifford Kelley, the Alderman of the 20th Ward, is to receive a Special Service Commendation from the Save our Neighborhoods, Save Our City Coalition; and

WHEREAS, The residents of the 20th Ward should be proud of Alderman Clifford Kelley and his many legislative endeavors; and

WHEREAS, Alderman Clifford Kelley should be applauded for his successful efforts to promote communication and understanding between Mayor Harold Washington's administration and the people of Chicago's northwest and southwest sides; now, therefore,

Be It Resolved, That Alderman Clifford Kelley be congratulated for his receipt of the Special Service Commendation from the Save Our Neighborhoods, Save Our City Coalition.

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

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

Also, two proposed orders for the issuance of sign permits to the organizations listed for the erection of signs/signboards at the locations specified, which were *Referred to Committee on Zoning*, as follows:

Doyle Signs, Incorporated -- 3650 North Elston Avenue for Firestone Tire, The Oil Stop, and Dunkin Donuts;

Er Crosstown Electric -- 3330 North Kimball Avenue for Mobil Oil.

Presented by

ALDERMAN CULLERTON (38th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD CARNIVAL
AT SPECIFIED LOCATION.

A proposed order to issue permits to Saint Bartholomew Church, c/o Reverend Arthur Krueger, to hold a carnival on church property and on North Lavergne Avenue between West Addison Street and West Patterson Avenue et cetera, during the period extending June 11 through June 16, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN LAURINO (39th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALES ON PORTIONS OF SUNDRY STREETS.

Two proposed orders for the issuance of permits to the organizations listed to hold sidewalk sales at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Albany Park Chamber of Commerce, c/o Karen A. Schoenau -- to hold a sidewalk sale on West Lawrence Avenue from North Kedzie to North St. Louis Avenues during the period extending May 15 through 18, 1986;

Edgebrook Chamber of Commerce, c/o Betty Cwik -- to hold a sidewalk sale on portions of North Kinzua, North Central and West Devon Avenues during the period of August 1 through August 2, 1986.

Presented by

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS AND BEST WISHES EXTENDED TO MRS.
GLADYS M. DEVER ON OCCASION OF HER BIRTHDAY
CELEBRATION MAY 11, 1986.

A proposed resolution reading as follows:

WHEREAS, Gladys M. Dever, nee Waters, was born in Maidstone Kent, England on May 11, sometime in this century, to George Waters and Phoebe Jane Watson; and

WHEREAS, Gladys was one of five girls and three brothers; and

WHEREAS, Gladys came to Chicago in 1923; and

WHEREAS, While living in Chicago, she met and married Peter J. Dever from Ballycastle, Mayo, Ireland; and

WHEREAS, From their union there were born four children; namely Barbara, Peter, John and Michael; and

WHEREAS, Gladys is the grandmother of eighteen grandchildren and the great grandmother of two children; and

WHEREAS, She is renowned for her culinary skills, especially in the area of chocolate chip cookies; and

WHEREAS, She has provided care, support and love for all her family and friends these many years; and

WHEREAS, Gladys Dever, known affectionately as Happy Bottom, Glad-Ass, Momma, Maw, and Grammy, is celebrating her birthday on May 11, 1986; and

WHEREAS, All who know and love her wish her many years more of good health; 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 14th day of May, A.D., 1986, do hereby offer our heartiest congratulations and best wishes to this outstanding and highly energetic woman on her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Gladys Dever.

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*, unanimously.

Referred-- GRANT OF PRIVILEGE IN PUBLIC WAY FOR
COMMERCIAL NATIONAL BANK OF CHICAGO.

Also, a proposed ordinance to grant permission and authority to Commercial National Bank of Chicago to maintain and use a pipe trench under and across the public alley near the rear of 2420 West Lawrence Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred-- ISSUANCE OF PERMITS TO HOLD CARNIVALS
AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to the churches listed, to hold carnivals at the locations specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Saint Demetrios Greek Orthodox Church, c/o Lou Atsaves or Alex Kopsian --to hold a carnival in the 2700 block of West Winona Avenue between North Washtenaw and North California Avenues during the period extending August 20 through August 25, 1986;

Saint Gregory the Great Church, c/o Beverly Regalado -- to hold a carnival in the 5500 block of North Paulina Street from West Gregory Street to West Bryn Mawr Avenue during the period extending June 8 through June 16, 1986.

Presented by

ALDERMAN PUCINSKI (41st Ward);

EXPRESSION OF APPRECIATION EXTENDED TO
NORWOOD PARK RESIDENTS AND NORWOOD
PARK MEMORIAL ASSOCIATION FOR
TRADITIONAL OBSERVANCE
OF MEMORIAL DAY.

A proposed resolution reading as follows:

WHEREAS, Norwood Park is a community on the far northwest side of the City of Chicago; and

WHEREAS, The Norwood Park community has maintained a tradition of holding a parade and solemn observance on Memorial Day for more than 60 years; and

WHEREAS, This year's parade, under the sponsorship and guidance of the Norwood Park Memorial Association, will be held on May 26, 1986, and include bands, community organizations and marching units from the adjacent communities of Edison Park, Oriole Park and the surrounding suburbs; and

WHEREAS, This parade and special ceremonies will honor American servicemen who gave their lives in military conflicts here and in distant lands throughout the world; and

WHEREAS, This parade will focus special attention on one of its local heroes, Lieutenant Colonel Edward S. Michael (retired), who has been named Grand Marshall; and

WHEREAS, Lieutenant Colonel Michael is a former resident of Norwood Park who distinguished himself in World War II as a B-17 pilot assigned to the 305th Bomb Group; and

WHEREAS, Lieutenant Colonel Michael, while on his 26th mission over Germany, encountered extensive enemy ground and fighter aircraft fire that rendered his plane's undercarriage useless, jammed the bomb bay doors open, set the bomb bay on fire, shot out the hydraulic system and altimeter, made the airspeed indicator inoperable, jammed the ball turret with the guns pointing downward, and relinquished all control of the flaps; and

WHEREAS, Lieutenant Colonel Michael, although severely wounded, ordered the crew to bail out in that only nine good parachutes remained; and

WHEREAS, Two of the wounded crewmen declined and remained with Lieutenant Colonel Michael who, with the help of the co-pilot, guided the plane back to England after flying more than four hours while evading continuous enemy pursuit and against seemingly hopeless odds; and

WHEREAS, Lieutenant Colonel Michael, for his heroic action in saving the lives of two crewmen and returning his plane to base, was awarded the Congressional Medal of Honor by President Franklin Roosevelt, in addition to receiving at a later date the Distinguished Service Cross, the Navy Cross and other decorations; now, therefore,

Be It Resolved, By the Mayor and the members of the City Council, gathered here this fourteenth day of May, 1986, that we express our appreciation to the residents of Norwood Park and Norwood Park Memorial Association for continuing this longstanding tradition; and

Be It Further Resolved, That we extend our eternal gratitude to Lieutenant Colonel Edward S. Michael for distinguishing himself above and beyond the call of duty; and

Be It Further Resolved, That we urge all Chicagoans to participate and view the Norwood Park Memorial Day Parade on May 26, 1986, and its solemn observance in honor of our Nation's servicemen who gave their lives for their country.

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

Presented by

ALDERMAN NATARUS (42nd 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 the southeasterly 89.24 feet of the northwesterly-southeasterly 10-foot public alley together with the northeasterly 98.12 feet of the northeasterly-southwesterly 16-foot public alley in the block bounded by North Clybourn Avenue, North Larrabee Street, West Scott Street, North Cleveland Avenue and West Division Street for Near North Health Service Corporation (No. 4-42-86-1065); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

TRIBUTE TO LATE JOHN FRANCIS MOONEY.

Also, a proposed resolution reading as follows:

WHEREAS, Almighty God, in His infinite mercy and wisdom called John Francis Mooney to his eternal reward on May 3, 1986; and

WHEREAS, John Francis Mooney was an employee of the City of Chicago who worked in the finance and administration section of the Department of Planning; and

WHEREAS, John Francis Mooney was a man of great ambition and fortitude who had owned and operated the pub at 1350 N. Sandburg Terrace for many years before selling it several years ago; and

WHEREAS, John Francis Mooney was a warm human being who brought joy to all who knew him; and

WHEREAS, John Francis Mooney will not only be missed by his friends and community but also deeply missed by his wife, Madeline, and his three daughters, Elizabeth, Maureen and Jacquelyn; now, therefore,

Be It Resolved, That the Mayor of the City of Chicago and the members of the City Council duly assembled this 14th day of May, Nineteen Hundred and Eighty- six, A.D. do hereby express their grief at the death of John Francis Mooney and do hereby extend to his family deepest condolences on their personal loss, a profound loss to this City; and

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

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

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

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 27, SECTION 27-3, CONCERNING
HORSE-DRAWN CARRIAGES.

Also, a proposed ordinance to amend Chapter 27, Section 27-3 of the Chicago Municipal Code to prohibit the driving of horse-drawn carriages in specified areas of East Lake Shore Drive, East Walton Street, East Chestnut Street, East Pearson Street and North Lake Shore Drive, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS FOR
SUNDRY ORGANIZATIONS.

Also, six proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Streets and Alleys*, as follows:

Faces, Incorporated -- to occupy portion of the public way adjacent to its property at 940 North Rush Street for use as a sidewalk cafe;

LaSalle National Bank and Trust, under trust 110339 -- to construct, maintain and use a loading dock, exit stairway and vault in the public way just north of the Chicago River at lower level Dearborn Street;

Onterie Center -- to install and maintain two informational pylons located on the bordering property of 444 East Ontario Street;

Randall's -- to occupy portion of the public way adjacent to its property at 41 East Superior Street for use as a sidewalk cafe;

Covito Italiano -- to occupy portion of the public way adjacent to its property at 11 East Chestnut Street for use as a sidewalk cafe;

River North Cafe, Incorporated -- to occupy portion of the public way adjacent to its property at 750 North Franklin Street for use as a sidewalk cafe;

David and Theresa Snyder -- to maintain and use as now constructed a steel stairway over and above the east-west alley adjacent to 1214 North Astor Street;

Star of Siam, Incorporated -- to occupy portion of the public way adjacent to its property at 11 East Illinois Street for use as a sidewalk cafe;

Mucho Gusto, d/b/a Sal's Taco, Incorporated -- to occupy portion of the public way adjacent to its property at 700 North Dearborn Street for use as a sidewalk cafe;

The Green Door Tavern -- to occupy portion of the public way adjacent to its property at 678 North Orleans Street for use as a sidewalk cafe.

Referred -- AMENDMENT OF GRANT OF PRIVILEGE IN
PUBLIC WAY FOR TEMPO RESTAURANT.

Also a proposed ordinance to amend the ordinance previously referred to the Committee on Streets and Alleys on April 9, 1986, granting permission to Tempo Restaurant for the use of 1 East Chestnut Street as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO TRAFFIC
PORTION OF NORTH WELLS STREET FOR GROUND
BREAKING CEREMONY.

Also, a proposed order to grant permission to Moody Bible Institute, c/o Gary Canady, to close to traffic North Wells Street between West Institute Place and West Chestnut Street on Wednesday, May 22, 1986 for a ground breaking ceremony, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT SPECIFIED LOCATIONS.

Also, six proposed orders for the issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

H. Dolins and Company -- to maintain and use an existing canopy at 1232 North LaSalle Street;

H. Dolins and Company -- to maintain and use an existing canopy at 1512 North LaSalle Street;

J.M.B./Urban 900 Development Partners, Ltd. -- to construct, maintain and use sixteen canopies at 900-923 North Rush Street;

Lake Shore National Bank, trustee, under trust 4967 -- to construct, maintain and use a canopy at 150 East Huron Street;

Levy Management (Huron) Corporation, d/b/a Randall's - to maintain and use four canopies at 41 East Superior Street;

223 East Delaware Place Corporation -- to maintain and use an existing canopy at 223 East Delaware Place.

Referred -- ISSUANCE OF PERMIT FOR INSTALLATION OF
ORNAMENTAL IRON FENCE AT 717 NORTH
MICHIGAN AVENUE.

Also, a proposed order for the issuance of a permit to the 717 North Michigan Avenue Building to install and erect an ornamental iron fence around the four grassy areas in front of said building, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMIT FOR INSTALLATION OF
SPECIFIED TREES AND TREE GRATES AT
212 WEST KINZIE STREET.

Also, a proposed order for the issuance of a permit to the 212 West Kinzie Street Building to install and plant three trees and tree grates at the aforesaid location, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTION OF WEST INSTITUTE PLACE
FOR NEOCON SHOW AT MERCHANDISE
MART.

Also, a proposed order to grant permission to Barry A. Bursak to close to traffic West Institute Place between North Franklin Street and approximately the entrance to the 213 West Institute Place Building, in conjunction with the Neocon Show at the Merchandise Mart, which was *Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN OBERMAN (43rd 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 the east 124 feet of the first east-west 16-foot public alley south of West Fullerton Avenue in the block bounded by West Fullerton Avenue, West Belden Avenue, North Racine Avenue and North Clifton Avenue for DePaul University (No. 32-43-86-1059); said ordinance to be transferred to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Oberman, the foregoing proposed order was *Passed*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR
RANALLI'S PIZZA.

Also, a proposed ordinance granting permission and authority to Ranalli's Pizza, to occupy a portion of the public way adjacent to 1925 North Lincoln Avenue for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION TO CLOSE TO
TRAFFIC PORTION OF NORTH LINCOLN AVENUE
FOR "BODY POLITIC FAIR".

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Body Politic, c/o Gretchen Althen, for the closing to traffic of North Lincoln Avenue between West Webster Avenue and West Belden Avenue for the purpose of holding a "Body Politic Fair", which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT
SPECIFIED LOCATIONS.

Also, six 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:

Astor Banks Condominium Association -- to maintain and use an existing canopy at 1325 North Astor Street;

Astor Tower Condominium Association -- to maintain and use an existing canopy at 1300 North Astor Street;

Commercial National Bank of Chicago and the trustee under trust 881, etc. -- to construct, maintain and use ten canopies at 537-565 West Diversey Avenue;

Nick Novich's, Incorporated -- to maintain and use three existing canopies at 1973 North Halsted Street;

Wynn Corey Flowers and Gifts -- to maintain and use an existing canopy at 2623 North Halsted Street;

2551 North Clark Associates -- to construct, maintain and use a canopy at 2551 North Clark Street.

Presented by

ALDERMAN HANSEN (44th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 14-foot public alley in the block bounded by North Halsted Street, North Clark Street, and West Wellington Avenue for Chicago Title and Trust Company, as Trustee, Trust No. 1083978, (No. 28-44-86-1066); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Hansen 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 Hansen, the foregoing proposed order was *Passed*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
67 CONCERNING EXITING PROVISIONS FOR BUILDING
WITH SECURITY DEVICES.

Also, a proposed ordinance to amend Chapter 67 of the Chicago Municipal Code by inserting in its proper numerical sequence a new section to be known as Section 67-9.2 (f) establishing operating provisions and safety features, for exit doors equipped with security devices, which was *Referred to the Committee on Buildings*.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
90, SECTION 90-85 CONCERNING NECESSARY SECURITY
MEASURES FOR BUILDINGS EQUIPPED WITH
AUTOMATIC FIRE ALARM SYSTEMS.

Also, a proposed ordinance to amend Chicago Municipal Code Chapter 90, Section 90-85 concerning necessary security measures for exit doors located in buildings containing automatic fire alarm systems, which was *Referred to the Committee on Buildings*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY
FOR CRAZY MARY'S AT BULLDOG ROAD.

Also, a proposed ordinance to grant permission and authority to Crazy Mary's at Bulldog Road to occupy a portion of the public way adjacent to its property at 2914-2916 North Broadway for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, three 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 was *Referred to the Committee on Streets and Alleys*, as follows:

The Abbott Hotel -- 721 West Belmont Avenue;

Phil Liss, d/b/a Peerless Imported Rugs -- 3029-3033 North Lincoln Avenue;

Pisner Weinstein Memorial Chapel -- 3019 West Peterson Avenue.

Referred -- GRANTING OF PERMISSION TO HOLD TRUCK
LOAD SALE AT SPECIFIED LOCATION.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the Great Ace Hardware Store, to hold a truck load sale at 2818-2822 North Broadway for the period beginning May 16, 1986 and ending May 18, 1986, which were *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD VARIOUS
EVENTS AT SPECIFIED LOCATIONS.

Three proposed orders for the issuance of permits to the organizations listed, for the purpose of holding various events at the locations and for the periods indicated, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Jefferson Park Chamber of Commerce -- to hold a sidewalk sale on North Milwaukee Avenue from 4630 to 4955, West Lawrence Avenue from 5216 to 5401, West Higgins Avenue from 5403 to 5401, and West Ainslie Street from 5310 to 5334, for the period beginning July 31, 1986 and ending August 1, 1986;

Portage Park Chamber of Commerce -- to hold an arts and crafts fair on North Cicero Avenue from 3900 to 4100, North Milwaukee Avenue from 3900 to 4200, and West Irving Park Road from 4600 to 5000, for the period beginning August 16, 1986 and ending August 17, 1986;

Portage Park Chamber of Commerce -- to hold a summer sidewalk sale on North Cicero Avenue from 3900 to 4300, North Milwaukee Avenue from 3900 to 4200, and West Irving Park Road from 4600 to 5400, for the period beginning July 26, 1986 and ending July 27, 1986.

Referred -- INSTALLATION OF SPECIFIED PARKWAY
PEDESTRIAN BENCHES AT SUNDRY LOCATIONS.

Also, a proposed order to install four parkway pedestrian benches at 5345 West Lawrence Avenue, 4815 North Milwaukee Avenue, 4808 North Milwaukee Avenue, and at the intersection of West Higgins Avenue and North Milwaukee Avenue, which was *Referred to the Committee on Streets and Alleys*.

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

Also, a proposed order for the issuance of a sign permit to White Way Sign Company for the erection of a sign/signboard at 4301 North Cicero Avenue for Ravenswood Health Care Center, which was *Referred to the Committee on Zoning*.

SUNDAY, MAY 18, 1986 PROCLAIMED AS "KODAK
LIBERTY RIDE FESTIVAL DAY."

Also, a proposed resolution reading as follows:

WHEREAS, The Kodak Liberty Ride Festival is the largest recreational bicycling event and musical festival of its kind ever attempted in the United States and will bring the citizens of the City of Chicago together with the citizens of more than 100 other cities nationwide in an event that will support the restoration of The Statute of Liberty/Ellis Island National Monument, one of our great national symbols; and

WHEREAS, The Kodak Liberty Ride Festival will bring nationwide recognition to the City of Chicago as its citizens join as many as 850,000 Americans in this significant, patriotic cause; and

WHEREAS, The Kodak Liberty Ride Festival is a wholesome, fun-filled event for all ages, and families are the foundation of our City and our nation; and

WHEREAS, Bicycle riding, an integral part of the Kodak Liberty Ride Festival, is a tremendously popular sport among more than 75 million citizens in our City and our Nation, and one which promotes healthy bodies and family togetherness, which are crucial to our future growth and prosperity as a nation; and

WHEREAS, The month of May has been celebrated as American Bicycle Month for the past 30 years; now, therefore,

Be It Resolved, That by adoption of this resolution the Mayor joins with the City Council of Chicago in proclaiming May 18, 1986, "Kodak Liberty Ride Festival Day"; and

Be It Further Resolved, That this resolution be spread upon the permanent record of proceedings of the City of Chicago as a lasting tribute and a suitable copy be presented to the sponsors of this great event.

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

Presented by

ALDERMAN ORBACH (46th Ward):

CONGRATULATIONS EXTENDED TO GEORGE FURTH ON
HIS THEATRICAL SUCCESS AND WELCOME HIS
RETURN TO CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Tony Award-winning director George Furth has returned to his native Chicago to direct his play "The Supporting Cast" in its Midwest premiere at Pegasus Players in the O'Rourke Center for the Performing Arts; and

WHEREAS, The play is scheduled to open June 4th at the performing arts center, located in Truman College, 1145 West Wilson in Chicago; and

WHEREAS, Mr. Furth is best known for writing the book to "Company," for which he won the Tony Award, the Drama Desk Award, the Outer Critics Circle Award and other awards; and

WHEREAS, Mr. Furth also wrote the books to "Merrily We Roll Along," "The Act," which won a Tony Award for Liza Minnelli, and "Twigs," which won a Tony Award for Sada Thompson; and

WHEREAS, In addition to writing, Mr. Furth has acted in over 30 feature films including "Butch Cassidy and the Sundance Kid," "Shampoo," "Myra Breckinridge," "Airport 77," and "Dr. Detroit"; and

WHEREAS, Mr. Furth was born in Chicago and earned his bachelor's degree at Northwestern University, where he appeared in the 1954 production of the school's famed Waa-Mu show; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago extend an official welcome to George Furth and extend to him our best wishes for the success of his production at Truman College.

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

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

"PEACE GARDEN DAY" IN CHICAGO PROCLAIMED FOR
MAY 24, 1986.

Also, a proposed resolution reading as follows:

WHEREAS, The group of people dedicated to world peace and the proposition that the environment must remain pure for future generations is dedicating a new "peace garden" in Lincoln Park; and

WHEREAS, The group Greenpeace has been able to have set aside an area near Buena and Lake Shore Drive for a garden to contain plants from around the world that will provide a visual text for peace; and

WHEREAS, The ceremony dedicating the garden on May 24, 1986, will be a multi-cultural event highlighting the diversity of the area where the garden is located; and

WHEREAS, The City of Chicago has just been declared a Nuclear Weapons Free Zone and is a fertile ground for the planting of peace; and

WHEREAS, The cause of world peace and international harmony is in the best interest of peoples throughout the world; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago hail the establishment of the Greenpeace Garden and declare May 24, 1986 "Peace Garden Day" in Chicago.

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

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

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 37 PROHIBITING GLASS CONTAINERS
ON PARK DISTRICT PROPERTY.

Also, a proposed ordinance to amend Chapter 37 of the Chicago Municipal Code by inserting in its proper numerical sequence a new section to be known as Section 37-9.4

prohibiting the possession of any glass container or receptacle in any public park, playground or bathing beach, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK
SALE AT SPECIFIED LOCATION.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to Uptown Chamber of Commerce, to hold a sidewalk sale on both sides of North Broadway between West Sunnyside Avenue and West Ainslie Street for the period beginning July 10 and ending July 12, 1986, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Astor, Incorporated, for the maintenance and use of an existing canopy attached to the building or structure at 1301 North Astor Street, which was *Referred to the Committee on Streets and Alleys.*

Presented by

**ALDERMAN ORBACH (46th Ward) and
ALDERMAN SMITH (28th Ward):**

DENOUNCEMENT OF U. S. S. R. TREATMENT OF RECENT
CHERNOBYL NUCLEAR ACCIDENT AND EXTENSION
OF ASSISTANCE TO AFFECTED NATIONS.

A proposed resolution reading as follows:

WHEREAS, One of history's worst nuclear disasters has occurred at a Soviet nuclear power plant in the Ukraine; and

WHEREAS, That although the Chernobyl nuclear reactor experienced an apparent meltdown situation on Thursday, April 24, 1986, the government of the Soviet Union did not admit a problem existed until several days later; and

WHEREAS, The nearby Pripyat River may have become contaminated with radioactive fallout from the nuclear disaster and may endanger the water source for the City of Kiev, the capital of the Ukraine and the Soviet Union's third largest city with 2.3 million residents; and

WHEREAS; The Soviet government did not admit to having a problem until the radioactive fallout was detected in Scandinavia and the scope of the disaster became public knowledge; and

WHEREAS, The delay in reporting the scope of the disaster has directly endangered the lives and health of all the residents of the Ukraine; and

WHEREAS, The actions of the Soviet Union may have also endangered the lives and health of people in Poland and Czechoslovakia and throughout the rest of Eastern Europe and Scandinavia; and

WHEREAS, The full extent of the disaster may not be known for many years; and

WHEREAS, The government of the Soviet Union has consistently attempted to downplay the seriousness of the disaster and has refused all offers of technological and humanitarian aid from the United States; and

WHEREAS, Only with the complete cooperation of all the governments affected will the long-lasting global effects of this disaster become known; now, therefore,

Be It Resolved, That the Mayor and the City Council of the City of Chicago publicly deplore the intransigence of the Soviet Union in admitting the occurrence of a disaster that could have everlasting ecological repercussions and could directly endanger the lives and health of millions; and

Be It Further Resolved, That for humanitarian reasons the government and the citizens of the City of Chicago stand ready and willing to do whatever is necessary to aid the citizens of the Ukraine, Poland, Greater Russia, Byelorussia, Estonia, Latvia, Lithuania and Scandinavia in recovering from and minimizing the effects of this massive catastrophe; and

Be It Further Resolved, That the City Council request that the United States State Department immediately establish consular offices in Kiev in order to facilitate communications between American citizens and their relatives in the Ukraine.

Bozhe Blahoslove Vashu Ukrayinv

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

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

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- GRANT OF PRIVILEGE TO PEPE'S
MEXICAN RESTAURANT.

A proposed ordinance granting permission and authority to Pepe's Mexican Restaurant to occupy a portion of the public way adjacent to 3854-3856 North Ashland Avenue for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANT OF PRIVILEGE IN PUBLIC
WAY FOR CHICAGO BRAUHAUS.

Also, a proposed ordinance to grant permission and authority to Chicago Brauhaus to occupy a portion of the public way adjacent to its property at 4932 North Lincoln Avenue for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Bethany Methodist Hospital for the maintenance and use of an existing canopy at 5025 North Paulina Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- GRANTING OF PERMISSION FOR INSTALLATION OF
PLANTERS AT SPECIFIED LOCATIONS.

Also, a proposed order for the granting of permission to the Lincoln Park Chamber of Commerce to install planters, under the City of Chicago Street Amenities Act, at specified locations, which was *Referred to the Committee on Streets and Alleys*, as follows:

4801 North Western Avenue;

4819 North Western Avenue;

4839 North Western Avenue;

4700 North Western Avenue;

4900 North Western Avenue;

2229 West Lawrence Avenue;

2300 West Lawrence Avenue;

4524 North Lincoln Avenue;
4535 North Lincoln Avenue;
4537 North Lincoln Avenue;
4541 North Lincoln Avenue;
4567 North Lincoln Avenue;
4632 North Lincoln Avenue;
4634 North Lincoln Avenue;
4635 North Lincoln Avenue;
4647 North Lincoln Avenue;
4747 North Lincoln Avenue; and
4751 North Lincoln Avenue.

Referred -- ISSUANCE OF PERMITS TO HOLD VARIOUS
EVENTS AT SPECIFIED LOCATIONS.

Also, four proposed orders for the issuance of the necessary permits to the organizations listed, to hold various events at the locations and for the times indicated, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Queen of Angels Church -- to hold a carnival on West Sunnyside Avenue from North Western Avenue to the first alley west thereof for the period beginning July 11, 1986 and ending July 20, 1986;

Ravenswood Conservation Commission -- to hold a street fair and flea market on North Ravenswood Avenue from West Montrose Avenue to West Leland Avenue on Saturday, June 14, 1986;

Riverview Neighbors -- to hold the "Roscoe Street Fair" on both sides of North Hoyne Avenue from West School Street to West Cornelia Avenue, on both sides of North Seeley Avenue from West School Street to West Cornelia Avenue, and on West Roscoe Street from North Damen Avenue to North Hamilton Avenue on Saturday August 16, 1986;

St. Matthias Church -- to hold a carnival on church property and on North Claremont Avenue from West Ainslie Avenue and to erect "No Parking" signs on the east side of North Claremont Avenue from 4927 to 4959 for the period beginning June 5, 1986 and ending June 8, 1986.

Presented by

ALDERMAN VOLINI (48th Ward):

Referred -- ISSUANCE OF PERMITS FOR VARIOUS
EVENTS AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of the necessary permits to the organization listed, to hold various events at the locations and times indicated, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Broadway Ridge Merchants Association -- to hold a summer fair on both sides of West Bryn Mawr Avenue between North Broadway and North Kenmore Avenue on Sunday, June 15, 1986;

Broadway Ridge Merchants Association -- to hold a sidewalk sale on both sides of West Bryn Mawr Avenue between North Broadway and North Kenmore Avenue for the period beginning June 15 and ending June 17, 1986.

Referred -- INSTALLATION OF ALLEY LIGHT
BEHIND 5658 NORTH RIDGE AVENUE.

Also, a proposed order for the installation of an alley light behind the premises at 5658 North Ridge Avenue, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, four 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:

D. Michael's Enterprises -- 1946 West Lawrence Avenue;

Hobby Horse Nurseries, Incorporated -- 5611 North Clark Street;

Manscontry Chicago, Incorporated -- 5015 North Clark Street;

5510 North Sheridan Road Condominium, a/k/a Renaissance Condominium Association
-- 5510 North Sheridan Road.

Presented by

**ALDERMAN VOLINI (48th Ward) and
ALDERMAN O'CONNOR (40th Ward):**

Referred -- ISSUANCE OF PERMITS TO HOLD VARIOUS
EVENTS AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of the necessary permits to the organization listed, to hold various events at the locations and times indicated, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Andersonville Chamber of Commerce -- to hold a summer fair on both sides of North Clark Street between West Foster Avenue and West Catalpa Avenue on Saturday, June 21, 1986;

Andersonville Chamber of Commerce -- to hold a sidewalk sale on both sides of North Clark Street between West Winnemac Avenue and West Edgewater Avenue for the periods June 19 through June 21, and August 14 through August 16, 1986.

Presented by

**ALDERMAN VOLINI (48th Ward) and
ALDERMAN ORR (49th Ward):**

HONOR EXTENDED TO RABBI HERMAN E. SCHAALMAN
FOR HIS SPIRITUAL LEADERSHIP
AND INSPIRATION.

A proposed resolution reading as follows:

WHEREAS, Rabbi Herman E. Schaalman of Emmanuel Congregation, who is one of the most noted theologians in the City of Chicago, has been awarded the honorary degree of Doctor of Divinity from Hebrew Union College, Jewish Institute of Religion, Cincinnati, where he was originally ordained; and

WHEREAS, Rabbi Schaalman has been affiliated with Emmanuel Congregation, 5959 North Sheridan Road, since 1955, and had thus been a strong spiritual influence there for over three decades. He served Temple Judah of Cedar Rapids, Iowa, from 1941 to 1949, and then was Director of the Chicago and Midwest Regions of the Union of American Hebrew Congregations from 1949 to 1955; and

WHEREAS, A deeply concerned and committed religious leader, Rabbi Herman E. Schaalman was Chairman of the Mixed Marriage Committee of the Central Conference of American Rabbis, Director of the Chicago Federation of the Union of American Hebrew Congregations, and served on the Board of Directors of the Jewish Federation of Metropolitan Chicago. He was founder of the first camp for the Reform Movement at Oconomowoc, Wisconsin, and has published articles primarily in the field of theology in many journals. Currently Rabbi Schaalman serves on the Board of Directors of the American Jewish Committee and the Board of Alumni Overseers of Hebrew Union College -- Jewish Institute of Religion; and

WHEREAS, Rabbi Schaalman holds the Jewish Chautauqua Society resident lectureship at Garrett Evangelical Theological Seminary in Evanston and at DePaul University as well. He lectures on college campuses under the auspices of J.C.S., the educational project of the National Federation of Temple Brotherhoods dedicated to the improvement of interfaith religions; and

WHEREAS, Chicago is indeed fortunate to number among its outstanding spiritual leaders Rabbi Herman E. Schaalman; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of May, 1986, A. D., do hereby express our gratitude to Rabbi Herman E. Schaalman for his outstanding spiritual leadership and inspiration, and that we congratulate this excellent citizen for his many awards, most recently the honorary degree of Doctor of Divinity from Hebrew Union College, Jewish Institute of Religion, in Cincinnati, Ohio; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rabbi Herman E. Schaalman.

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

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

Presented by

ALDERMAN VOLINI (48th Ward) and OTHERS:

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 99, SECTION 99-4 CONCERNING
INCREASE OF FINE RELATING TO
MAINTENANCE OF BUILDINGS
WITHIN CITY LIMITS.

A proposed ordinance, presented by Aldermen Volini, Banks, Orbach and Schuller, to amend Chapter 99, Section 99-4 of the Chicago Municipal Code by inserting additional language thereto concerning an increase in fines for lack of building maintenance within the City of Chicago, which was *Referred to the Committee on Municipal Code Revision*.

Presented by

ALDERMAN ORR (49th Ward):

GRATITUDE EXTENDED TO GALE ACADEMY FOR
OUTSTANDING CONTRIBUTIONS TO
CITY OF CHICAGO.

A proposed resolution reading as follows:

WHEREAS, Gale Academy has been named by the *Chicago Sun-Times* as one of our City's most improved schools; and

WHEREAS, Under the dynamic leadership of Principal Edis Snyder, Gale Academy has made dramatic strides in academic achievement; and

WHEREAS, These improvements are made possible only through the hard work and dedication of the students, faculty, staff and parents of Gale Academy; and

WHEREAS, A quality education is essential to the development of our young people to their fullest potential; and

WHEREAS, The quality of our educational system is crucial to the future economic development, cultural achievements, and quality of life of the residents of the City of Chicago; and

WHEREAS, Improvements in the quality of education at Gale Academy are a source of pride to the entire Rogers Park community; now, therefore,

Be It Resolved, That the City Council of the City of Chicago congratulates and commends Principal Edis Snyder and the students, faculty, staff and parents of Gale Academy for their outstanding contribution to the betterment of the Rogers Park community and the City of Chicago.

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

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

GRATITUDE EXTENDED TO EAST ROGERS PARK COMMITTEE
FOR ARBOR DAY CONTRIBUTIONS TO
CITY OF CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, The East Rogers Park Committee for Arbor Day was founded in 1981 to mark the 100th Anniversary of Arbor Day; and

WHEREAS, The East Rogers Park Committee for Arbor Day has dedicated itself to the beautification and revitalization of public lands, helping to plant more than 50 trees and redeveloping more than 2,000 square feet of public lands into flower gardens; and

WHEREAS, The East Rogers Park Committee for Arbor Day sponsors a successful "adopt-a-plot" program, involving community residents in street corner beautification projects; and

WHEREAS, Judy Eyring serves as Chairperson of the East Rogers Park Committee for Arbor Day, dedicating her time and energy to the improvement of her community; and

WHEREAS, The East Rogers Park Committee for Arbor Day has selected the Devon-Sheridan Triangle as the site where the City of Chicago will fly its "Tree City U.S.A." Flag, marking a suitable entrance to the City and to the Rogers Park community; and

WHEREAS, The Devon-Sheridan Triangle has been beautified through the efforts of the East Rogers Park Committee for Arbor Day, with the addition of new trees, grass, flower gardens and a wooden sign reading "Welcome to Rogers Park"; and

WHEREAS, The Devon-Sheridan Triangle will be dedicated on June 6, 1986, with the raising of the "Tree City, U.S.A." Flag; now, therefore,

Be It Resolved, That the City Council of the City of Chicago congratulates and commends the East Rogers Park Committee for Arbor Day and its Chairperson Judy Eyring for their outstanding contributions to the betterment of the Rogers Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the East Rogers Park Committee for Arbor Day at ceremonies marking the dedication of the Devon-Sheridan Triangle on June 6, 1986.

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

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

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 193 BY INSERTING NEW SECTION
193-11.4 ENTITLED "PROHIBITION
ON RETALIATORY CONDUCT
BY LANDLORD".

Also, a proposed ordinance to amend Chapter 193 of the Chicago Municipal Code by inserting a new section to be known as Section 193-11.4 and entitled "Prohibition On Retaliatory Conduct By Landlord", which was *Referred to the Committee on Buildings*.

Presented by

ALDERMAN STONE (50th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF CANOPY
AT 6320 NORTH WESTERN AVENUE.

A proposed order for the issuance of a permit to Plitt Theatres, Incorporated d/b/a Nortown Theatre for the maintenance and use of an existing canopy attached to the building or structure at 6320 North Western Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN STONE (50th Ward) and
ALDERMAN MC LAUGHLIN (45th Ward):**

GRATITUDE EXTENDED TO ARTHUR ANDERSEN COMPANY FOR
GIFT TO CITY OF CHICAGO.

A proposed resolution reading as follows:

WHEREAS, During the course of the Chicago Sculpture International Mile/4 Exhibition, which took place on the State Street Mall last year, a neon sculpture by the internationally known artist, Bruce Nauman, was shown; and

WHEREAS, The Arthur Andersen Company presented a gift in the form of a \$50,000 prize used to purchase this sculpture; and

WHEREAS, The Chicago Sculpture International, an Illinois not for profit organization, working with the City Architects office, is in the process of completing the installation of this sculpture on the State Street Mall; and

WHEREAS, This gift by the Arthur Andersen Company will result and inure to the benefit of all the citizens of the City of Chicago as part of the public art available to all citizens and visitors to Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council assembled here this 14th day of May, 1986, do hereby publicly offer our thanks and appreciation to the Arthur Andersen Company for this generous gift, which will help to attract visitors to beautiful Chicago and will enrich the lives of those visitors and the citizens of the City of Chicago through the beauty of this magnificent, internationally acclaimed neon sculpture; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Arthur Andersen Company in appreciation of their civic gesture.

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

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

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN ROTI (1st Ward):

Chinese American Service League, Inc. -- for rehabilitation of existing structure, construction of driveway, installation of a gas burner in hot water heater, installation of a roof top furnace unit and installation of two gas burner furnaces on the premises known as 310 W. 24th Place.

BY ALDERMAN EVANS (4th Ward):

Harris Temple A.O.H. Church of God, 741 E. Bowen Avenue -- for construction of a new Church on the premises known as 751 E. Bowen Avenue.

BY ALDERMAN BLOOM (5th Ward):

La Rabida Children's Hospital and Research Center -- for I. Repair Trap; install vacuum breaker for steamer, etc. per code; II. Remodel existing space on 2nd floor for office per approval plans; III. Other existing space in basement per approval plan; IV. Renovated existing space on 1st floor per approval plan on the premises known as 6501 S. Promontory Drive.

BY ALDERMAN W. DAVIS (27th Ward):

Love and Faith M.B. Church -- for renovating and remodeling of interior of church on the premises known as 512 S. Washtenaw Avenue.

BY ALDERMAN KOTLARZ (35th Ward):

Belmont Community Hospital -- for construction of a driveway for emergency entrance into a public way on the premises known as 4058 W. Melrose Street.

BY ALDERMAN NATARUS (42nd Ward):

Feurich Construction Company (general contractors), 914 N. Milwaukee Avenue, Wheeling, Illinois 60090 -- for renovating existing basement areas in the Kraft Building

to provide Police lockers and sanitation facilities on the premises known as 500 N. Peshtigo Court.

Northwestern Memorial Hospital -- for remodeling work -- Radiology Department/Wesley Pavilion on the premises known as 250 E. Superior Street.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital and Health Care Center -- for remodeling the 3-East patient care unit on the premises known as 2035 N. Lincoln Avenue.

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital, 2900 N. Lake Shore Drive -- for an addition and renovation to existing building by Divane Brothers Electric Company, 2424 N. 25th Avenue, Franklin Park, Illinois on the premises known as 2900 N. Lake Shore Drive.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ROTI (1st Ward):

A.B.L.A. Day Care/Head Start Center, 1342 S. Racine Avenue.

B. E. Gentry Day Care Center, 2326 S. Dearborn Street.

BY ALDERMAN RUSH (2nd Ward):

Coretta Scott King Day Care Center, 436 E. 39th Street.

Edison L. Hoard Day Care Center, 3948 S. State Street.

Ida B. Wells Day Care Center, 3641 S. Rhodes Avenue.

Stateway Gardens Day Care Center, 3500 S. State Street.

BY ALDERMAN EVANS (4th Ward):

Washington Park Day Care Center, 1130 E. 42nd Street, Apt. 109-110 West.

BY ALDERMAN BURKE (14th Ward):

Montessori Varnas Day Care Center, 3038 W. 50th Street.

BY ALDERMAN SHERMAN (21st Ward):

Trinity U.C.C. Child Care Center, 532 W. 95th Street.

BY ALDERMAN W. DAVIS (27th Ward):

Henry Horner Day Care Center, 123 N. Hoyne Avenue.

Rockwell Gardens Day Care Center, 150 S. Western Avenue

BY ALDERMAN SANTIAGO (31st Ward):

The Salvation Army Incarnation Head Start, 1345 N. Harbor Avenue.

BY ALDERMAN FROST (34th Ward):

Messiah Temple M. B. Church Day Care Center, 10400 S. Halsted Street.

BY ALDERMAN GILES (37th Ward):

Action Community Coalition Child Care Center, 5251 W. North Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Henrotin Hospital Corporation, 111 W. Oak Street.

BY ALDERMAN STONE (50th Ward):

High Ridge Y.M.C.A. Day Care Center, 2424 W. Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTIONS:

BY ALDERMAN ROTI (1st Ward):

Jewish Federation of Metropolitan Chicago, 1 S. Franklin Street -- refrigeration inspection.

BY ALDERMAN SOLIZ (25th Ward):

St. Anthony Hospital, 2875 W. 19th Street -- sign inspections.

BY ALDERMAN GABINSKI (32nd Ward):

American Ukrainian Association, Inc., 2455 W. Chicago Avenue -- fuel burning equipment inspection.

BY ALDERMAN O'CONNOR (40th Ward):

Lawrence Hall School for boys, 4833 N. Francisco Avenue -- boiler and fuel burning equipment inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Far Northwest Counseling Center, 6229 N. Northwest Highway -- mechanical ventilation inspection.

5/14/86

NEW BUSINESS PRESENTED BY ALDERMEN

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BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 230 E. Huron Street -- elevator and escalator inspections.

BY ALDERMAN HANSEN (44th Ward):

St. Alphonsus Church, 4129 W. Wellington Avenue -- public place of assembly inspection.

WATER RATE EXEMPTIONS:

BY ALDERMAN SHEAHAN (19th Ward):

Washington and Jane Smith Home, 11317 S. Western Avenue.

BY ALDERMAN KOTLARZ (35th Ward):

St. Joseph's Home for the Aged, 2630-2658 N. Ridgeway Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Norwegian Old Peoples Home, 6016 N. Nina Avenue.

St. James Evangelical Lutheran Church, 7400-7410 W. Foster Avenue.

BY ALDERMAN STONE (50th Ward):

Congregation Ezras Israel, 2746-2756 W. Lunt Avenue.

Northwest Home for the Aged, 6300 N. California Avenue.

REFUND OF FEES:

BY ALDERMAN ROTI (1st Ward):

Chinese American Service League, Inc., 310 W. 24th Place -- refund of fees in the amount of \$3,295.00.

BY ALDERMAN BLOOM (5th Ward):

La Rabida Children's Hospital and Research Center, 6501 S. Promontory Drive -- refund of permit fees in the amount of \$1,182.00.

BY ALDERMAN SMITH (28th Ward):

Bethel New Life, Inc., 130 N. Keeler Avenue -- refund of Permit No. B-660783 in the amount of \$424.00.

BY ALDERMAN STONE (50th Ward):

Wright Management, Inc., 6900 N. Western Avenue -- refund of driveway Permit No. R1-304051 in the amount of \$75.00 paid by McDonald's.

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (April 9, 1986).

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, April 9, 1986 as follows:

Page 29100 -- by striking the sum \$158,400.00 appearing on the eighth line from the bottom of the page and inserting \$518,400.00 in lieu thereof.

The motion *Prevailed*.

JOURNAL (May 9, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting, held on Friday, May 9, 1986, at 11:30 A.M., signed by him as such City Clerk.

Alderman Burke made the following motion:

JOURNAL CORRECTION.

I hereby move to correct the City Council Journal of Proceedings of May 9, 1986 at Page 29583 by inserting the following language immediately above the heading "Adjournment":

Alderman Stone requested whether "these matters are going to various Committees? Alderman Madrzyk and I move these matters be submitted to Committees".

Alderman Stone then stated, "The matter is pending. Any two Aldermen can move to forward it to Committee. That's the Rule".

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

The Chair announced the vote and stated that the motion was lost.

Alderman Burke moved to appeal the ruling of the Chair, stating that Chapter 24, Paragraph 3-11-14 of the Illinois Revised Statutes requires that the Chair vote in case of a tie.

The Chair then cast its vote against the motion to correct the Journal and declared the motion lost.

Alderman Evans moved to *Approve* the printed Official Journal of May 9, 1986 and to dispense with the reading thereof.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, it cast the deciding vote, approving the Official Journal of May 9, 1986.

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, April 23, 1986, at 10:00 A.M., signed by him as such City Clerk.

Alderman Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

APPROVAL OF HONORABLE HAROLD WASHINGTON AS
COMMISSIONER OF PUBLIC BUILDING
COMMISSION.

Alderman Bloom moved that the City Council approve the appointment of the Honorable Harold Washington to the Public Building Commission, deferred and published on April 25, 1984, Council Journal page 6192.

Alderman Burke raised a point of order, stating that a deferred committee report remained in the possession of the committee until such time as the committee was discharged under Council rules.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

Thereupon, the decision of the Chair was *Sustained* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Schulter, Stone -- 24.

On motion of Alderman Bloom, the appointment of the Honorable Harold Washington as Commissioner of the Public Building Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Carter, Langford, Streeter, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Kotlarz, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 39.

Nays -- Aldermen Vrdolyak, Huels, Madrzyk, Burke, Kellam, Hagopian, McLaughlin, Schulter -- 8.

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

MUNICIPAL CODE OF CHICAGO AMENDED BY
ADDING NEW CHAPTER 200.11
ENTITLED "THE CHICAGO
LIQUOR TAX".

Alderman Bloom called up for consideration a proposed ordinance creating a new Municipal Code Chapter 200.10 entitled The Aircraft Fuel Tax, deferred and published on January 30, 1986, Council Journal pages 26484-26486, as follows:

WHEREAS, The City of Chicago is a home rule municipality under the 1970 Illinois Constitution, Article VII, Section 6(a); and

WHEREAS, Pursuant to its home rule authority, the City of Chicago has the power to exercise such functions relating to its government and affairs; and

WHEREAS, Generating revenues necessary to fund the operations of the City's government is a proper exercise of the City's home rule powers; and

WHEREAS, Imposing a tax per gallon on aircraft fuel shall raise much needed revenue for the operations of the City of Chicago; now, therefore,

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by adding a new Chapter 200.10 entitled "The Aircraft Fuel Tax", which reads in italics as follows:

200.10-1. This Chapter shall be known and may be cited as the Chicago Aircraft Fuel Tax. The tax herein imposed is in addition to all other taxes imposed by the City of Chicago, the State of Illinois, or any other municipal corporation or political subdivision thereof.

200.10-2. For the purpose of this Chapter, when any of the following words or terms are used herein, they shall have the meaning or construction ascribed to them in this Section.

Aircraft -- any machine or device, including airplanes and helicopters capable of atmospheric flight.

Aircraft fuel -- all combustible gases and liquids used or sold for use in propelling turbine-propeller jet, turbo jet and jet-driven aircraft and jet aircraft engines.

Purchaser -- shall include, but not be limited to, in addition to its usual meaning, a person who transfers aircraft fuel into an aircraft located at O'Hare International Airport or into a receptacle from which aircraft fuel is supplied by him to his own or other aircraft located at O'Hare International Airport.

Use -- shall include, but not be limited to, in addition to its usual meaning, the receipt of aircraft fuel by any person into a fuel supply tank of an aircraft located at O'Hare International Airport or into a receptacle from which aircraft fuel is supplied by any person to his own or other aircraft located at O'Hare International Airport.

User -- shall mean a person who transfers aircraft fuel into an aircraft located at O'Hare International Airport or to a receptacle from which aircraft fuel is supplied by him to his own or other aircraft located at O'Hare International Airport.

Distributor -- shall mean any person who either sells, produces, refines, blends, compounds or manufactures aircraft fuel in this City; or receives aircraft fuel in this City on which this tax has not been paid, or in any way sells aircraft fuel for purpose of use in the City. However, any person who transports aircraft fuel into the City for his own use and consumption, and not for sale or resale, shall not be deemed a distributor.

200.10-3. Every purchaser, as defined herein in Section 200.10-2, of aircraft fuel in the City of Chicago shall be liable for a tax on the purchase at a rate of five cents (\$.05) per gallon. Every user, as defined herein in Section 200.10- 2, of aircraft fuel purchased outside the City shall be liable for a tax on the privilege of using aircraft fuel in the City of Chicago at a rate of five cents (\$.05) per gallon.

The tax herein levied shall be in addition to any and all other taxes.

The tax imposed hereunder and the obligation to pay the same is upon the purchaser or user of aircraft fuel. Nothing in this Chapter shall be construed to impose a tax upon the occupation of distributing or selling aircraft fuel.

The tax imposed hereunder shall be collected by distributors of aircraft fuel and paid to the City of Chicago Department of Revenue on a monthly basis.

The City of Chicago Department of Revenue shall have the authority to promulgate the necessary rules and regulations to implement the tax imposed hereunder.

SECTION 2. All revenues received by the City pursuant to the tax imposed hereunder shall be revenues of the Corporate Fund.

SECTION 3. Notwithstanding anything to the contrary, the provisions of the ordinance shall be governed by the Uniform Revenue and Procedure Section of the Municipal Code.

SECTION 4. This ordinance shall be effective ten (10) days after its passage and publication.

Alderman Bloom then moved to substitute the foregoing ordinance as follows:

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

SECTION 1. Section 200.3-2 of the Municipal Code, as amended December 23, 1985, and published on page 25918 of the Journal of Proceedings of the City Council of said date, is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

200.3-2 Employers' Expense Tax. A. A tax is hereby imposed upon every employer who, in connection with his business, engages, hires, employs or contracts with, fifteen (15) or more individuals as commission merchants and full-time employees, or any combination thereof, to perform work or render services in whole or in part within the City of Chicago on and after January 1, 1974. The amount of such tax shall be [Four Dollars (\$4)] *Five Dollars (\$5)* per month for each commission merchant and full-time employee, to whom commission or employment is paid or to whom such commission or compensation has accrued, or is shown as a business expense taken under the United States, or State of Illinois income taxes as a cost of doing business or under accounting practices acceptable to the United States or Illinois State Governments. The incidence of this tax shall be upon the employer alone as the employer's expense tax and shall not be transferred directly or indirectly to the commission merchant or full-time employee under any circumstances.

SECTION 2. The Municipal Code of Chicago is hereby amended by adding thereto a new Chapter 200.11, as follows:

200.11-1 This Chapter shall be known and cited as the "Chicago Liquor Tax Ordinance," and the tax herein imposed shall be known and cited as the "Chicago Liquor Tax."

200.11-2 Whenever any of the following words, terms or phrases are used in this Chapter, they shall have the following meanings:

- (a) "City" shall mean the City of Chicago, Illinois.*
- (b) "Department" or "Department of Revenue" shall mean the Department of Revenue of the City.*
- (c) "Director" or "Director of Revenue" shall mean the Director of Revenue of the City.*
- (d) "Alcohol" shall mean the product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, and includes synthetic ethyl alcohol. It does not include denatured alcohol or wood alcohol.*
- (e) "Alcoholic Beverage" includes alcoholic spirits, wine, beer and any liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being. The provisions of this Chapter shall not apply to alcohol used in the manufacture of denatured alcohol produced in accordance with Acts of the United States Congress and regulations promulgated thereunder, nor to any liquid or solid containing one-half of one percent or less of alcohol by volume.*
- (f) "Retail Alcoholic Beverage Dealer" or "Retailer" shall mean any person who engages in the business of retail sale of alcoholic beverages in the City of Chicago.*
- (g) "Spirits" shall mean any beverage which contains alcohol obtained by distillation, mixed with water or other substances in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.*
- (h) "Wine" shall mean any alcoholic beverage obtained by the fermentation of fruits, or vegetables, containing sugar, including such beverages when fortified by the addition of alcohol or spirits.*
- (i) "Beer" shall mean a beverage obtained by the alcoholic fermentation of an infusion or concoction of barley or other grain, malt and hops in water, and includes, among other things, beer, ale, stout, lager beer, porter and the like.*
- (j) "Original Package" shall mean any bottle, flask, jug, can, cask, barrel, keg, hogshead or other receptacle or container whatsoever, used, corked or capped, sealed and labeled by a manufacturer of alcoholic beverage, to contain or convey any alcoholic beverage.*

(k) "Manufacturer" shall mean any brewer, fermenter, distiller, rectifier, blender, processor, bottler or person who fills or refills an original package, whether for himself or for another, and others engaged in brewing, fermenting, distilling, rectifying or bottling alcoholic beverages.

(l) "Sale" or "Purchase" shall mean any transfer of ownership or title or both, any exchange or barter, in any manner or by any means whatsoever for a valuable consideration.

(m) "Retail Sale" shall mean any sale to a person for use or consumption, and not for resale.

(n) "Wholesale Alcoholic Beverage Dealer" or "Wholesaler" shall mean any person who engages in the business of selling or supplying alcoholic beverages to any person for resale in the City of Chicago.

In this Chapter, unless the context otherwise requires, words in the singular number include the plural, and words in the plural include the singular; words in the masculine gender include the feminine and the neuter; and when the sense so indicates, words of the neuter gender may refer to any gender.

200.11-3 In addition to any and all other taxes authorized by law, a tax is hereby imposed on the retail sale of alcoholic beverages in the City. Such tax is to be paid by the purchaser and nothing in this Chapter shall be construed to impose a tax on upon the occupation of retail or wholesale alcoholic beverage dealer. This tax shall be levied according to the following schedule:

- (1) Wine, a tax at the rate of 15¢ per gallon.
- (2) Alcohol and spirits, a tax at the rate of 50¢ per gallon.
- (3) Beer, a tax at the rate of 12¢ per gallon.

The tax rate stated above shall be apportioned in sales involving a fraction of a gallon, and shall be rounded down to the nearest cent when less than one-half a cent is due and rounded up to the nearest cent when one-half cent or more is due.

200.11-4 The ultimate incidence and liability for payment of the tax herein levied is to be borne by the retail purchaser of alcoholic beverages. It shall be a violation of this Chapter for a retail alcoholic beverage dealer to fail to include the tax imposed herein in the sale price of the alcoholic beverage, or to otherwise absorb such tax.

200.11-5 Except as otherwise provided herein, the tax levied herein shall be collected by each wholesale dealer of alcoholic beverages who sells such beverages to a retail dealer of alcoholic beverages located in the City of Chicago.

Any wholesale alcoholic beverage dealer who shall pay the tax levied by this Chapter shall collect the tax from each retail alcoholic beverage dealer in the City to whom the sale of said

alcoholic beverages is made, and any such retail alcoholic beverage dealer shall in turn then collect the tax from the retail purchaser of said alcoholic beverages. The tax shall be paid to the person required to collect it as trustee for and on the behalf of the City of Chicago.

If any retailer located in the City shall receive or otherwise obtain alcoholic beverages upon which the tax imposed herein has not been collected by any wholesale alcoholic beverage dealer, then the retailer shall collect such tax and remit it directly to the Department of Revenue with 30 days of the receipt of such alcoholic beverage.

If a wholesale alcoholic beverage dealer sells alcoholic beverages to a purchaser for use or consumption and not for resale, such wholesale alcoholic beverage dealer shall collect the tax imposed herein from such purchaser and remit it to the Department in the same manner as sales to retail alcoholic beverage dealers.

200.11-6 Each wholesale alcoholic beverage dealer shall file each month with the Department, a sworn report of sales of alcoholic beverages in such form as prescribed and furnished by the Department. Such report of sales must be mailed in sufficient time to be post marked on or before the forty-fifth (45th) day from the last day of the month for which the return is due. Each report of sales of alcoholic beverages shall be accompanied by a remittance of the appropriate amount of tax applicable to the sale reported, and such tax shall be considered due and owing on the date the report is due. Payment of the tax imposed herein shall be made to the City of Chicago -- Department of Revenue.

200.11-7 By July 1, 1986, every retail dealer of alcoholic beverages doing business in the City of Chicago shall file with the Department on forms prescribed by it, a sworn inventory of all alcoholic beverages in his possession or control on the effective date of this Chapter. With said inventory the retail dealer of alcoholic beverages shall remit the taxes due from the retail sale of all alcoholic beverages which were in such retailer's possession on such effective date, and for which the tax herein levied has not been collected on behalf of the City of Chicago by a wholesale alcoholic beverage dealer.

200.11-8 The failure of the wholesale or retail alcoholic beverage dealer to collect the tax herein imposed shall not relieve the purchaser of his duty to pay it. If the wholesale and retail alcoholic beverage dealer fails to collect the tax, the purchaser shall be required to pay it directly to the Department in the same manner and form as a retail alcoholic beverage dealer.

200.11-9 Except as otherwise provided in this Chapter, any wholesale or retail alcoholic beverage dealer filing a return under this Chapter shall, at the time of filing such return, remit to the Department, the amount of tax imposed by this Chapter less a commission of 1% of the tax remitted which is allowed to reimburse the alcoholic beverage dealer for the expenses incurred in collecting the tax, keeping records, preparing and filing returns, remitting the tax, and supplying data to the Department upon request. The commission shall not be allowed, however, on any taxes not remitted when due. The Director may also appoint one or more persons within or without the City of Chicago as collection agents for the tax herein levied. The commission for said collection agents shall be the same as that provided for wholesale or retail alcoholic beverage dealers.

200.11-10 This tax shall not apply to purchases of alcoholic beverages wherein the purchaser is a passenger on an interstate carrier; nor shall this tax apply to the extent it would violate the United States Constitution or the Constitution of the State of Illinois. The tax herein levied shall not apply to wine intended for use and used by any church or religious organization for sacramental purposes, provided that such wine shall be purchased legally under the laws of Illinois and the United States; but no exception from this tax is permitted with respect to wine sold to private persons for such purposes.

It shall be presumed that all sales of alcoholic beverages from wholesale or retail alcoholic beverage dealer are subject to tax under this Chapter until the contrary is established. The burden of proving that such is not taxable hereunder shall be upon the person so claiming.

200.11-11 Every wholesale alcoholic beverage dealer shall register with the Department within 30 days after the later of the effective date of this Chapter or the date of commencing such business.

200.11-12 Whenever not inconsistent with the provisions of this Chapter, the provisions of the Uniform Revenue Procedures Ordinance, Chapter 10.1 of the Municipal Code of Chicago, as amended, shall apply and supplement this Chapter.

200.11-13 All proceeds resulting from the imposition of this tax, including interest and penalties, shall be deposited in the City's Corporate Fund.

200.11-14 Any person found guilty of violating, disobeying, neglecting, or refusing to comply with any of the provisions of this Chapter except when otherwise specifically provided, upon conviction thereof shall be punished by a fine of not less than \$50.00 nor more than \$200.00 for the first offense and not less than \$300.00 nor more than \$500.00 for the second and each subsequent offense in any 180-day period, provided, however, that all actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure (Illinois Revenue Statute, Ch. 110, par. 1--101, et seq.). A person who commits repeated offenses in excess of three within any 180-day period may also be punished as committing a misdemeanor by incarceration in the County Jail for a term not to exceed six months under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code (Illinois Revenue Statute, Chapter 24, paragraph 1-2-1.1) and under the provisions of the Illinois Code of Criminal Procedure (Illinois Revenue Statute, Chapter 38, paragraphs. 100-1, et seq.) in separate proceedings. A separate and distinct offense shall be regarded as committed each day upon which said person shall continue any such violation, or permit any such violation to exist, after notification thereof.

200.11-15 If any provision of this Chapter or application thereof to any person or circumstance is held unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid application or provision, and to this end each such invalid provision or invalid application of this Chapter is severable, unless otherwise provided by this Chapter. In particular, but without limitation, each provision creating an exception to or an exemption or exclusion from the imposition of the tax is severable. It is hereby declared to be the legislative intent of the City Council that this Chapter would have been adopted had any such unconstitutional or otherwise invalid provision or application not been included.

SECTION 3. The Municipal Code of Chicago is hereby amended by repealing in its entirety the Chicago Commercial Occupancy Tax Ordinance, Chapter 200.10 of the Municipal Code, as passed by the City Council on December 23, 1985, and published on pages 25383 to 25392 of the Journal of Proceedings of the City Council of said date, and as amended by the City Council on December 30, 1985, and published on pages 25943 to 25950 of the Journal of Proceedings of the City Council of said date. It is the specific intent of the City Council that this Section shall be given retroactive effect, to the respective dates of passage of the ordinances herein repealed.

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

Alderman Burke raised a point of order, stating that the Council's rules required the Committee be discharged of the proposed ordinance by an affirmative vote of twenty-six members of the body entitled by law to be elected and also required that a motion to substitute be subject to an affirmative vote of the aldermen entitled by law to be elected.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Schulter, Stone -- 24.

The Chair announced the vote and stated that the decision of the Chair had been *Sustained*.

Alderman Burke moved to appeal the ruling of the Chair, stating that Council rules required an affirmative vote of all the aldermen entitled to be elected and twenty-six members of the City Council had not voted to sustain the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

Thereupon, the decision of the Chair was *Sustained* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Schuller, Stone -- 24.

Alderman Vrdolyak then moved to amend the foregoing substitute ordinance as follows:

Amendment.

WHEREAS, The City Council of the City of Chicago has determined that, throughout the years, the property owners of the City have borne an excessive burden of paying for the operations for the City of Chicago; and

WHEREAS, In an effort to reduce this burden on Chicago property owners, the City Council of the City of Chicago has determined that new sources of revenues must be found to pay for the operations of the City; and

WHEREAS, Other cities around the nation, such as Boston, Dallas and Los Angeles, and the State of Florida have imposed a tax on the sale of aircraft fuel; and

WHEREAS, Approximately 910 million gallons of aircraft fuel are used in the City of Chicago per year; and

WHEREAS, Imposing a tax per gallon on aircraft fuel shall raise much needed revenue for the operations of the City of Chicago; now, therefore,

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by adding a new Chapter 200.10 entitled "The Aircraft Fuel Tax", as follows:

200.10-1 This Chapter shall be known and may be cited as the Chicago Aircraft Fuel Tax. The tax herein imposed is in addition to all other taxes imposed by the City of Chicago, the State of Illinois, or any other municipal corporation or political subdivision thereof.

200.10-2 For the purpose of this Chapter, when any of the following words or terms are used herein, they shall have the meaning or construction ascribed to them in this Section.

Aircraft - any machine or device, including airplanes and helicopters capable of atmospheric flight.

Aircraft fuel - all combustible gases and liquids used or sold for use in propelling turbine-propeller jet, turbor jet and jet-driven aircraft and jet aircraft engines.

Purchaser - shall include, but not limited to, in addition to its usual meaning, a person who transfers aircraft fuel into an aircraft or into a receptacle from which aircraft fuel is supplied by him to his own or other aircraft.

Use - shall mean and include in addition to its usual meaning, the receipt of aircraft fuel by any person into a fuel supply tank of an aircraft or into a receptacle from which aircraft fuel is supplied by any person to his own or other aircraft, and all uses shall be deemed to occur at the place in the City where the fuel is transferred into the aircraft by which it is to be used.

Distributor - shall mean any person who either sells, produces, refines, blends, compounds or manufactures aircraft fuel in this City; or receives aircraft fuel in this City on which this tax has not been paid, or in any way sells aircraft fuel for purpose of use in the City. However, any person who transports aircraft fuel into the City for his own use and consumption, and not for sale or resale, shall not be deemed a distributor.

200.10-3 Every purchaser of aircraft fuel in the City of Chicago shall be liable for a tax on the purchase at a rate of five cents (\$.05) per gallon. Every user of aircraft fuel purchased outside the City shall be liable for a tax on the privilege of using aircraft fuel in the City of Chicago at a rate of five cents (\$.05) per gallon.

The tax imposed hereunder and the obligation to pay the same is upon the purchaser or user of aircraft fuel. Nothing in this Chapter shall be construed to impose a tax upon the occupation of distributing or selling aircraft fuel.

The tax imposed hereunder shall be collected by distributors of aircraft fuel and paid to the City of Chicago Department of Revenue on a monthly basis.

The City of Chicago Department of Revenue shall have the authority to promulgate the necessary rules and regulations to implement the tax imposed hereunder.

SECTION 2. All revenues received by the City pursuant to the tax imposed hereunder shall be revenues of the Corporate Fund.

SECTION 3. Notwithstanding anything to the contrary, the provisions of the ordinance shall be governed by the Uniform Revenue and Procedure Section of the Municipal Code.

SECTION 4. This ordinance shall be effective ten (10) days after its passage and publication.

The clerk called the roll and the proposed amendment to the proposed substitute ordinance *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuller, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Alderman Burke next moved to lay on the table Alderman Bloom's motion to substitute.

The clerk called the roll and the motion to lay on the table *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Alderman Burke then moved to refer the proposed substitute ordinance to the Committee on Finance.

The clerk called the roll and the motion to refer *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

The clerk then called the roll on Alderman Bloom's substitute ordinance and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

The Chair announced the vote and, citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14 as well as precedent in case law, cast the deciding vote in favor of the substitute ordinance, declaring it *Passed*, 26-25.

Alderman Sawyer moved to reconsider the foregoing vote.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, the Chair cast the deciding vote and the motion to reconsider *Failed, 25-26.*

AUTHORITY GRANTED FOR AMENDMENT TO 1986
APPROPRIATION ORDINANCE IN THE
CORPORATE FUND.

Alderman Bloom called up for consideration a proposed ordinance imposing a general hiring freeze in positions paid out of the Corporate Fund, deferred and published on April 9, 1986, Council Journal page 29133 as follows:

WHEREAS, There exists a significant revenue shortfall because of the decision of the Circuit Court holding the Commercial Lease Tax unconstitutional; and

WHEREAS, The City Council which has the statutory duty to control the finances of the City of Chicago; now, therefore,

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

SECTION 1. That the 1986 Annual Appropriation Ordinance is hereby amended by inserting the language or numbers in italics as follows:

SECTION 11. There shall be a hiring freeze in the Corporate Fund from the period from the effective date of this ordinance through December 31, 1986. all vacant positions, except those sworn positions in the Police Department and Fire Department, shall remain vacant for the above stated period.

SECTION 2. This ordinance shall be effective ten (10) days from and after its passage and publication.

Alderman Bloom then moved to substitute the following ordinance as follows:

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

WHEREAS, On February 4, 1986, and on April 9, 1986, the City Council of the City of Chicago passed ordinances levying taxes for the year 1986; and

WHEREAS, The Corporate Authorities deem it in the best interests of the City to provide funds for anticipated expenses and for other purposes; and

WHEREAS, It is necessary that certain supplemental amounts be levied in order to fund various appropriations made by the Corporate Authorities; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1986, as previously amended, is hereby further amended as follows:

SECTION 2. The sum of Seventy-nine Million, Nine Hundred Twenty-eight Thousand, Eight Hundred and Eleven Dollars (\$79,928,811), ascertained by the City Council as the total amount of supplemental appropriations legally made for all corporate purposes to be provided for by a supplemental tax levy to the 1986 tax levy ordinance, is hereby levied for the year 1986 upon all property within the City of Chicago subject to taxation. Said supplemental tax levy shall be in addition to the Three Hundred Sixty-eight Million, Five Hundred Eight-Six Thousand, Eight Hundred and Thirty-seven Dollars (\$368,586,837) levied for all corporate purposes for the year 1986 by ordinance passed February 4, 1986, and in addition to the Forty-four Million, Eight Hundred Eighty-three Thousand, Nine Hundred and Twenty-three Dollars (\$44,883,923) levied for corporate purposes on April 9, 1986. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the supplemental appropriation ordinance for the year 1986 annexed to and made a part of this ordinance. The amounts of the original appropriations, the supplemental appropriations and the supplemental amounts levied for each of said purposes respectively, are set forth below in separate columns.

SECTION 3. The City Clerk is directed to file certified copies of this supplemental tax levy ordinance and amended appropriation ordinance for the year 1986 with the County Clerk of Du Page County.

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

(Line items for 1986 Annual Appropriation are printed on
pages 30017 through 30019 of this Journal.)

Alderman Burke raised a point of order, stating that the Council's rules required the Committee be discharged of the proposed ordinance by an affirmative vote of twenty-six members of the body entitled by law to be elected and also required that a motion to substitute be subject to an affirmative vote of the aldermen entitled by law to be elected.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

(Continued on page 30020)

100 - Corporate Fund

Page 1

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
7		Surplus (net current assets) at January 1, 1986		17,500,000		-0-
7		Revenue of Year 1986 Appropriable		1,288,472,551		1,265,124,586
7		Tax Levy of Year 1986		82,525,842		162,454,653
7		Other Revenue		1,205,946,709		1,102,669,933
7		Total Appropriable for Charges and Expenditures (exclusive of liabilities at January 1, 1986)		1,305,972,551		1,265,124,586
ESTIMATES OF CORPORATE REVENUE FOR 1986 OTHER THAN FROM PROPERTY TAX						
7		Municipal Public Utilities Tax		198,925,000		191,400,000
7		Municipal Retailers Occupation Tax		127,512,000		127,000,000
7		Chicago Sales Tax		117,849,776		111,050,000
7		Compensation Public Utilities		97,080,000		94,292,000
7		State Income Tax		70,245,000		71,445,000
7		Municipal Cigarette Tax		38,000,000		36,600,000
7		Employers Expense Tax		28,000,000		31,565,000
7		Amusement Tax		5,750,000		5,200,000
7		Foreign Fire Insurance Tax		1,425,000		1,390,000
7		Leaded Gas Tax		500,000		51,000
7		Motor Vehicle Lessor Tax		2,130,000		1,900,000
7		Commercial Lease Tax		78,000,000		-0-
7		Chicago Liquor Tax				3,400,000
LICENSES AND PERMITS						
7		Licenses Miscellaneous		7,924,000		7,815,000
7		Department of Inspectional Services Building and Electrical Permits		4,497,000		4,606,000
8		Clerk of the Circuit Court: Fines and Forfeits		38,500,000		30,500,000
8		Charges for Current Services Department of Fire Ambulance Fee		7,500,000		4,500,000

100 - Corporate Fund

Page 2

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
9		OTHER REVENUE				
		State and Local Fiscal Assistance				
		Act of 1972 as Amended		45,720,000		45,300,000
		State Personal Property Tax Replace-				
		ment Revenue		19,000,000		19,300,000
9		Total Other Revenue Corporate Fund		1,205,946,709		1,102,669,933

100 - Corporate Fund

Page 3

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		FINANCE GENERAL				
234	9112-841	Implementation of the Lease Tax		650,000		
	9112-841	Implementation of the Parking Enforcement Program				2,500,000
	9112-842	Implementation of the Board of Ethics				150,000
236		Organizational Total		187,097,890		
		*Organizational Total				187,097,390
		Less Corporate Fund Savings				46,844,406
		*Organizational Total				140,253,484
236	9112-960	For Loss in Collection of Taxes		4,270,521		8,266,962

Continued from page 30016)

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Schuller, Stone -- 24.

The Chair announced the vote and stated that the decision of the Chair had been *Sustained*.

Alderman Burke moved to appeal the ruling of the Chair, stating that Council rules required an affirmative vote of all the aldermen entitled to be elected and twenty-six members of the City Council had not voted to sustain the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

Thereupon, the decision of the Chair was *Sustained* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Schuller, Stone -- 24.

Alderman Burke next moved to lay on the table Alderman Bloom's motion to substitute.

The clerk called the roll and the motion to lay on the table *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuller, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

On motion of Alderman Bloom, the clerk called the roll on the motion to substitute and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Upon announcing the vote, the Chair cited Illinois Revised Statutes Chapter 24, Paragraph 3-11-14, cast its vote in favor of the substitute and declared the original ordinance substituted by a vote of 26-25.

The clerk then called the roll on the motion to adopt the proposed substitute ordinance and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

The Chair announced the vote and stated that pursuant to the Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, the Chair casts its vote in favor of the proposed substitute ordinance, making the vote 26-25 in favor of passage. The Chair then declared the proposed substitute ordinance *Adopted*.

Alderman Natarus moved to reconsider the foregoing vote.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, the Chair cast the deciding vote and the motion to reconsider *Failed*, 25-26.

The following is said substitute ordinance as passed:

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

WHEREAS, On February 4, 1986, and on April 9, 1986, the City Council of the City of Chicago passed ordinances levying taxes for the year 1986; and

WHEREAS, The Corporate Authorities deem it in the best interests of the City to provide funds for anticipated expenses and for other purposes: and

WHEREAS, It is necessary that certain supplemental amounts be levied in order to fund various appropriations made by the Corporate Authorities; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1986, as previously amended, is hereby further amended as follows:

SECTION 2. The sum of Seventy-nine Million, Nine Hundred Twenty-eight Thousand, Eight Hundred and Eleven Dollars (\$79,928,811), ascertained by the City Council as the total amount of supplemental appropriations legally made for all corporate purposes to be provided for by a supplemental tax levy to the 1986 tax levy ordinance, is hereby levied for the year 1986 upon all property within the City of Chicago subject to taxation. Said supplemental tax levy shall be in addition to the Three Hundred Sixty-eight Million, Five Hundred Eight-Six Thousand, Eight Hundred and Thirty-seven Dollars (\$368,586,837) levied for all corporate purposes for the year 1986 by ordinance passed February 4, 1986, and in addition to the Forty-four Million, Eight Hundred Eighty-three Thousand, Nine Hundred and Twenty-three Dollars (\$44,883,923) levied for corporate purposes on April 9, 1986. The purposes for which appropriations have been made and the amount appropriated for each purpose, respectively, are hereinafter specified in detail in the manner authorized for the supplemental appropriation ordinance for the year 1986 annexed to and made a part of this ordinance. The amounts of the original appropriations, the supplemental appropriations and the supplemental amounts levied for each of said purposes respectively, are set forth below in separate columns.

SECTION 3. The City Clerk is directed to file certified copies of this supplemental tax levy ordinance and amended appropriation ordinance for the year 1986 with the County Clerk of Du Page County.

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

(Line items for 1986 Annual Appropriation are printed on
pages 30017 through 30019 of this Journal.)

APPROVAL GIVEN TO APPOINTMENT OF REVEREND MONSERRATE
ROMERO AS MEMBER TO BOARD OF MUNICIPAL
INVESTIGATION.

Alderman Evans moved to approve the appointment of Reverend Monserrate Romero to the Board of Municipal Investigation.

Alderman Stone raised a point of order, stating that at the request of Alderman Madrzyk and himself, the appointment was to have been sent to committee.

The Chair ruled the point of order not well taken.

Thereupon, on motion of Alderman Evans, the clerk called the roll and the appointment of Reverend Monserrate Romero to the Board of Municipal Investigation was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Frost, Giles, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr -- 34.

Nays -- Aldermen Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Kotlarz, Banks, Cullerton, Laurino, McLaughlin, Stone -- 13.

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

APPROVAL GIVEN TO APPOINTMENT OF MR. REGINALD
ADAMS AS MEMBER TO BOARD OF MUNICIPAL
INVESTIGATION.

Alderman Evans moved to approve the appointment of Mr. Reginald Adams to the Board of Municipal Investigation.

The clerk called the roll and the appointment of Mr. Reginald Adams was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 30.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Banks, Laurino, O'Connor, Pucinski, McLaughlin, Schuler, Stone -- 17.

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

Alderman Burke raised a point of order, stating that Aldermen Stone and Madrzyk had requested the appointment be referred to the appropriate committee and that the Chair had ignored the request in violation of the Council's rules.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained.

Alderman Burke moved to appeal the ruling of the Chair regarding its ability to vote on an appeal of its own ruling, stating that Council Rules provided that in order to be affirmed, the Chair has to obtain a majority of all the aldermen entitled by law to be elected.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, it cast the deciding vote, sustaining the Chair 26-25.

APPROVAL GIVEN TO APPOINTMENT OF MR. DEMPSEY
TRAVIS AS MEMBER OF CULTURAL
AFFAIRS ADVISORY BOARD.

Alderman Evans moved to approve the appointment of Mr. Dempsey Travis to the Cultural Affairs Advisory Board.

The clerk called the roll and the appointment of Mr. Dempsey Travis was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Mell, Frost, Kotlarz, Giles, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr -- 33.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Banks, Laurino, O'Connor, McLaughlin, Stone -- 14.

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

Alderman Burke raised a point of order, stating that Aldermen Stone and Madrzyk had requested the appointment be referred to the appropriate committee and that the Chair had ignored the request in violation of the Council's rules.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained.

Alderman Burke moved to appeal the ruling of the Chair regarding its ability to vote on an appeal of its own ruling, stating that Council Rules provided that in order to be affirmed, the Chair has to obtain a majority of all the aldermen entitled by law to be elected.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, it cast the deciding vote, sustaining the Chair 26-25.

APPROVAL GIVEN TO APPOINTMENT OF MR. JOHN C.
AGRELA AS MEMBER TO BUILDING
BOARD OF APPEALS.

Alderman Evans moved to approve the appointment of Mr. John C. Agrela to the Building Board of Appeals.

The clerk called the roll and the appointment of Mr. John C. Agrela was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Majerczyk, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 30.

Nays -- Aldermen Roti, Vrdolyak, Huels, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Banks, Laurino, O'Connor, Pucinski, McLaughlin, Schulter, Stone -- 17.

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

Alderman Burke raised a point of order, stating that Aldermen Stone and Madrzyk had requested the appointment be referred to the appropriate committee and that the Chair had ignored the request in violation of the Council's rules,

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained.

Alderman Burke moved to appeal the ruling of the Chair regarding its ability to vote on an appeal of its own ruling stating that Council Rules provided that in order to be affirmed, the Chair has to obtain a majority of all the aldermen entitled by law to be elected.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, it cast the deciding vote, sustaining the Chair 26-25.

APPROVAL GIVEN TO APPOINTMENT OF MR. ERNEST
BUSH, JR. AS MEMBER TO BUILDING BOARD
OF APPEALS.

Alderman Evans moved to approve the appointment of Mr. Ernest Bush, Jr. to the Building Board of Appeals.

The clerk called the roll and the appointment of Mr. Ernest Bush, Jr. was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 30.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Banks, Laurino, O'Connor, Pucinski, McLaughlin, Schulter, Stone -- 17.

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

Alderman Burke raised a point of order, stating that Aldermen Stone and Madrzyk had requested the appointment be referred to the appropriate committee and that the Chair had ignored the request in violation of the Council's rules.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained.

Alderman Burke moved to appeal the ruling of the Chair regarding its ability to vote on an appeal of its own ruling, stating that Council Rules provided that in order to be affirmed, the Chair has to obtain a majority of all the aldermen entitled by law to be elected.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, it cast the deciding vote, sustaining the Chair 26-25.

APPROVAL GIVEN TO APPOINTMENT OF MR. JOSEPH BANKS
AS MEMBER TO BUILDING BOARD OF APPEALS.

Alderman Evans moved to approve the appointment of Mr. Joseph Banks to the Building Board of Appeals.

The clerk called the roll and the appointment of Mr. Joseph Banks was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 30.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Banks, Laurino, O'Connor, Pucinski, McLaughlin, Schulter, Stone -- 17.

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

Alderman Burke raised a point of order, stating that Aldermen Stone and Madrzyk had requested the appointment he referred to the appropriate committee and that the Chair had ignored the request in violation of the Council's rules.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained.

Alderman Burke moved to appeal the ruling of the Chair regarding its ability to vote on an appeal of its own ruling stating that Council Rules provided that in order to be affirmed, the Chair has to obtain a majority of all the aldermen entitled by law to be elected.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, it cast the deciding vote, sustaining the Chair 26-25.

APPROVAL GIVEN TO APPOINTMENT OF MR. RAYMOND
TASCH AS MEMBER TO PUBLIC BUILDING
COMMISSION OF CHICAGO.

Alderman Evans moved to approve the appointment of Mr. Raymond Tasch to the Public Building Commission of Chicago.

The clerk called the roll and the appointment of Mr. Raymond Tasch was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Kotlarz, Giles, Natarus, Oberman, Hansen, Orbach, Volini, Orr -- 30.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Mell, Banks, Laurino, O'Connor, Pucinski, McLaughlin, Schuller, Stone -- 17.

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

Alderman Burke raised a point of order, stating that Aldermen Stone and Madrzyk had requested the appointment be referred to the appropriate committee and that the Chair had ignored the request in violation of the Council's rules.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuller, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained.

Alderman Burke moved to appeal the ruling of the Chair regarding its ability to vote on an appeal of its own ruling, stating that Council Rules provided that in order to be affirmed, the Chair has to obtain a majority of all the aldermen entitled by law to be elected.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, it cast the deciding vote, sustaining the Chair 26-25.

Referred -- APPOINTMENTS OF MS. FRANCIS DAVIS,
MS. LINDA CORONADO AND MS. WINIFRED
SLUSSER AS MEMBERS OF BOARD
OF EDUCATION.

Alderman Evans moved to refer to the Committee on Education the appointments of Ms. Francis Davis, Ms. Linda Coronado and Ms. Winifred Slusser to the Board of Education.

The motion *Prevailed*.

Referred -- APPOINTMENT OF MR. HAI TRONG TRAN
AS A MEMBER OF CHICAGO
PUBLIC LIBRARY.

Alderman Evans next moved to refer to the Committee on Municipal Institutions the appointment of Mr. Hai Trong Tran to the Board of Directors of the Chicago Public Library.

The motion *Prevailed*.

Alderman Evans then moved to concur in the recommendation of the Committee on Committees and Rules to re-refer to the Committee on Buildings certain proposed ordinances (C.J.P. April 16, 1986, p. 29324) relating to material allowed to be used for water pipes.

Alderman Burke raised a point of order, stating that the matter was not eligible for discharge as the matter had not been considered by the committee for ninety days.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained.

Alderman Burke moved to appeal the ruling of the Chair regarding its ability to vote on an appeal of its own ruling, stating that Council Rules provided that in order to be affirmed, the Chair had to obtain a majority of all the aldermen entitled by law to be elected.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

The Chair announced the vote and stated that pursuant to Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, it cast the deciding vote, sustaining the Chair 26-25.

Thereupon, Alderman Evans motion to concur was *Approved* and said matters were re-referred to the Committee on Buildings.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Ronald D. Picur, City Comptroller, under date of May 12, 1986, which read as follows:

Transmitted herewith 2 sealed bids. These bids were submitted in response to advertisement for sale of City-owned property at 1233 North Cleaver Street, which was authorized by ordinance passed February 4, 1985, page 13374, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 2837 West Flournoy Street, which was authorized by ordinance passed February 15, 1984, page 5067, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 4323 South Forrestville Street, which was authorized by ordinance passed October 23, 1983, pages 2704-2705, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 3229-3231 West Harrison Street, which was authorized by ordinance passed March 12, 1986, page 28568, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 4253-4259 West Maypole Street, which was authorized by ordinance passed January 16, 1986, pages 26276- 26277, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 1657 West Ohio Street, which was authorized by ordinance passed February 4, 1986, pages 13380-13381 Council Journal.

Transmitted herewith 3 sealed bids. These bids were submitted in response to advertisement for sale of City-owned property located at 948 North Racine Avenue, which was authorized by ordinance passed February 4, 1986, page 13382, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property located at 547 North Sawyer Avenue, which was authorized by ordinance passed October 20, 1983, page 2708, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 4919 South Vincennes Avenue, which was authorized by ordinance passed February 4, 1985, pages 13315-13316, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of City-owned property at 1317 West 109th Street, which was authorized by ordinance passed February 4, 1986, page 13392, Council Journal.

On motion of Alderman Banks the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition and Disposition.*

The following is a summary of said bids:

1233 North Cleaver Street.

Jonathan A. Jochem, 540 West Briar Place, No. 7A, Chicago, Illinois 60657: Amount bid \$2,657.00, deposit check \$265.70 (personal money order);

Adalbert J. Schmittenmaer, 1237 North Cleaver Street, Chicago, Illinois 60622: Amount bid \$2,670.00, deposit check \$267.00 (cashier' check);

2837 West Flourney Street.

Samuel Ingram, Jr., 1030 North LeClaire Avenue, Chicago, Illinois 60651: Amount bid \$1,200.00, deposit check \$120.00 (personal money order);

4323 South Forrestville Street.

Quinnie and Marjorie A. Edwards, 4329 South Forrestville Avenue, Chicago, Illinois 60653: Amount bid \$177.00, deposit check \$177.00 (personal money order);

3229-3231 West Harrison Street.

Theresa O'Connor, 4846 West 97th Place, Oak Lawn, Illinois 60453: Amount bid \$8,160.00, deposit check \$816.00 (cashier's check);

4253-4259 West Maypole Street.

Westside Habitat for Humanity, 367 North Karlov Avenue, Chicago, Illinois 60624: Amount bid \$6,200.00, deposit check \$620.00 (certified check);

1657 West Ohio Street.

James L. Dumas, 836 North St. Louis Avenue, Chicago, Illinois 60651: Amount bid \$3,000.00, deposit check \$300.00 (cashier's check);

948 North Racine Avenue.

Joseph A. and Dorothy P. Colsant, 5522 West Wilson Avenue, Chicago, Illinois 60630: Amount bid \$4,525.00, deposit check \$452.00 (cashier's check);

Michael Dragovich, 2821 West Leland Avenue, Chicago, Illinois 60625: Amount bid \$2,525.00, deposit check \$2,525.00 (certified check);

James E. Wells, 442 West Wellington Avenue, Chicago, Illinois 60657: Amount bid \$4,011.00, deposit check \$401.00 (cashier's check);

547 North Sawyer Avenue.

Dorothy Williams, 549 North Sawyer Avenue, Chicago, Illinois 60624: Amount bid \$1,000.00, deposit check \$100.00 (cashier's check);

4919 South Vincennes Avenue.

Emelda C. and Otis L. Granger, 4923 South Vincennes Avenue, Chicago, Illinois 60615: Amount bid \$3,330.00, deposit check \$330.00 (cashier's check);

1317 West 109th Street.

Jeanne S. Marshall, 1319 West 109th Street, Chicago, Illinois 60643: Amount bid \$700.00, deposit check \$70.00 (money order).

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Fifteen students from North Park College, Chicago Politics Class, accompanied by Warren Wade;

First Class Boy Scout Michael Boyer of Troop 832, Concordia Lutheran Church, accompanied by his father Doug Boyer, as special guests of Alderman Oberman (43rd Ward);

Students from Whittier Elementary School, 6th Grade.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Wednesday, the fourteenth (14th) day of May, 1986 at 10:00 A.M. be and the same is hereby fixed to be held on Friday the thirtieth (30th) day of May, 1986 at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

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

Nays -- None.

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

Referred -- MAYOR'S APPOINTMENT OF MR. RUFUS TAYLOR
AS MEMBER OF CITY OF CHICAGO
ELECTRICAL COMMISSION.

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

OFFICE OF MAYOR
CITY OF CHICAGO

May 14, 1986.

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

LADIES AND GENTLEMEN -- I hereby appoint Mr. Rufus Taylor as a member of the City of Chicago Electrical Commission to succeed William Cullen.

Your favorable consideration of this appointment will be appreciated.

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

Adjournment.

Thereupon, Alderman Burke moved that the City City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, May 30, 1986, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.