

COPY



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

Regular Meeting—Wednesday, January 11, 1984

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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr.

Absent--Aldermen Madrzyk, Henry, Marzullo, Cullerton, O'Connor, Stone.

Call to Order.

On Wednesday, January 11, 1984 at 10:00 A.M. (the day and hour appointed for the meeting) 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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--43.

Quorum present.

On motion of Aldermen Nardulli, Majerczyk, Sawyer, Laurino and Schuler, respectively, it was ordered noted in the Journal that Aldermen Marzullo, Madrzyk, Henry, Cullerton and Stone were absent due to illness.

Invocation.

Reverend Corneal Davis, Assistant Pastor, Quinn Chapel, A.M.E. Church, opened the meeting with prayer.

**Birthday of Dr. Martin Luther King, Jr. to be Officially
Celebrated on January 16, 1984.**

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

WHEREAS, Monday, January 16, the people of all nations celebrate the birth date of Dr. Martin Luther King, Jr., an American leader of great courage and wisdom, a peacemaker whose vision joined the American civil rights movement to the call for an end to the nation's anguish in Viet Nam, and today we think of Dr. King when we recall the Biblical injunction "Blessed are the peacemakers, for they shall be called the children of God"; and

WHEREAS, Dr. King's vision and courage were sorely tested during his confinement in a Birmingham jail where he wrote his testament for all who struggle for freedom, saying "Freedom is the right of mankind and can never be promised, freedom is now"; and

WHEREAS, Prophet and freedom fighter, Dr. King brought the civil rights crusade to Chicago in 1966 and broke into the consciousness of the people of this City and America, offering a dramatic vision of the inestimable value and opportunity of equality; and

WHEREAS, Dr. King's dream embraced a world in which all children enjoyed their birthright of freedom and complete opportunity, and he was a herald of that day to come, a model of what a man should be, a man who had a dream; and

WHEREAS, In his sadly brief but inspired lifetime, Dr. King led the nation to the birth of a new freedom through creation of the Civil Rights Act, the Voting Rights Act, housing legislation and the opportunity for fair employment through affirmative action, fair government purchasing and contract policies and job training legislation; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago assembled this 11th day of January, 1984, urge the people of Chicago to join in reflecting on the noble aspirations of Dr. Martin Luther King, Jr., to think of his courage and humanitarian vision, to share his dream; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to his loving family.

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

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

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--MAYOR'S APPOINTMENT OF LESTER S. DICKINSON AS COMMISSIONER OF STREETS AND SANITATION.

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 Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 1984.

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

LADIES AND GENTLEMEN--I hereby appoint Mr. Lester S. Dickinson as Commissioner of Streets and Sanitation and respectfully request your approval of this appointment.

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

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 27 CONCERNING FINES FOR PARKING VIOLATIONS.

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

January 11, 1984.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance modifying Chapter 27 of the Municipal Code of Chicago to set a minimum fine for parking violations, other than metered parking, of \$15.00.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AMEND CHICAGO
ZONING ORDINANCE CONCERNING ESTABLISHMENT
OF TRANSITIONAL AND TEMPORARY
OVERNIGHT SHELTERS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 1984.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Planning, I transmit herewith an ordinance amending the Chicago Zoning Ordinance to establish transitional and temporary overnight shelters as permitted uses in certain districts.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED RESOLUTION CONCERNING APPROVAL OF
CONTRACT WITH SUNBOW FOUNDATION, INC.

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

January 11, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Housing, I transmit herewith a resolution concerning the approval of a contract with the Sunbow Foundation, Inc. pursuant to an ordinance passed on May 26, 1983.

Your favorable consideration of this matter will be greatly appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE DESIGNATION OF SELECTED
SITES FOR RENOVATION, REHABILITATION AND IMPROVEMENT
AT VARIOUS BOARD OF EDUCATION PROJECTS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 1984.

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

LADIES AND GENTLEMEN--At the request of the Public Building Commission, I transmit herewith an ordinance approving the designation of selected sites to be acquired for the renovation and improvement of existing Board of Education facilities, as follows: Ferdinand W. Peck Elementary School, 3826 West 58th Street, Bennett Elementary School, 10115 South Prairie Avenue, Thomas A. Edison Elementary School, 6220 North Olcott Avenue, Seward Elementary School, 4600 South Hermitage Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF GRANT
APPLICATION WITH H.U.D. FOR U.D.A.G. TO ASSIST
IN CONSTRUCTION OF SPECIFIED HOUSING.

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

January 11, 1984.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Housing, I transmit herewith an ordinance providing for the submission of an application for an Urban Development Action Grant to the United States Department of Housing and Urban Development from which the City will loan \$432,250 to our developers to assist in the construction of 34 units of single-family housing in two distressed communities and in the event the application is approved, authorizing the Mayor to enter into and execute a Grant Agreement on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE LIMITED AGENCY AND
PARTICIPATION AGREEMENT BETWEEN CITY AND STATE FOR
IMPROVEMENTS AT CHICAGO MIDWAY AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 1984.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Aviation, transmitted herewith is a Limited Agency and Participation Agreement between the City of Chicago and the State of Illinois for airport improvements at Chicago Midway Airport.

Your favorable consideration of this matter will be greatly appreciated.

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

Referred--PROPOSED ORDINANCE TO PROVIDE FOR FILING OF APPLICATION
WITH NATIONAL PARK SERVICE OF U.S. DEPT. OF INTERIOR FOR
REHABILITATION, ETC. OF CHICAGO PARK DISTRICT
PLAYGROUNDS, ETC.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 11, 1984.

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 providing for the submission of an application for a grant to the National Park Service of the United States Department of the Interior in the amount of \$1,400,000.00 for the rehabilitation and restoration of City of Chicago and Chicago Park District playgrounds, athletic fields and parks and in the event the application is successful, authorizing the Commissioner of Planning to enter into and execute on behalf of the City, a grant agreement and such other agreements and contracts as may be necessary to implement the grant.

Your favorable consideration of this ordinance will be appreciated.

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

CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS
FILED OR RECEIVED IN CITY CLERK'S OFFICE.

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

Proclamation.

Proclamation of Honorable Harold Washington, Mayor, designating time for special observance as follows:

"REVEREND JESSE L. JACKSON DAY IN CHICAGO":

January 10, 1984.

Acceptances and Bonds Under Ordinances.

Also acceptances and bonds under ordinances as follows:

Chicago Rotoprint Company: Acceptance and bond under an ordinance passed on July 27, 1983 (sample basins); filed on January 4, 1984;

General Parking Corporation: Acceptance and bond under an ordinance passed on October 31, 1983 (stair platform); filed on January 4, 1984;

Illinois Central Gulf Railroad Company: Acceptance and bond under an ordinance passed on September 28, 1983 (conduits); filed on January 4, 1984;

Investment Properties Associates: Acceptance and bond under an ordinance passed on June 28, 1983 (passageway and stairway); filed on January 4, 1984;

Investment Properties Associates: Acceptance and bond under an ordinance passed on July 27, 1983 (vaulted sidewalk space); filed on January 4, 1984;

Herbert J. Miner: Acceptance and bond under an ordinance passed on September 28, 1983 (loading device); filed on January 4, 1984;

Michael Reese Hospital and Medical Center: Acceptance and bond under an ordinance passed on September 28, 1983 (pedestrian bridge); filed on January 4, 1984;

Sears, Roebuck & Company: Acceptance and bond under an ordinance passed on September 28, 1983 (pedestrian tunnel); filed on January 4, 1984;

University of Chicago: Acceptance and bond under an ordinance passed on September 28, 1983 (conduit); filed on December 30, 1983;

University of Chicago: Acceptance and bond under an ordinance passed on September 28, 1983 (electrical cable ducts); filed on January 4, 1984;

University of Chicago: Acceptance and bond under an ordinance passed on September 28, 1983 (steam main, etc.); filed on January 4, 1984.

Reports and Documents of Commonwealth Edison Co.

Also the following communication from Robert W. Bresemann, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of January 4, 1984, 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 of January, 1984.

Statement for bills issued in January, 1984, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly power plant report to the Federal Energy Regulatory Commission for the month of November, 1983."

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

Special Meeting of December 27, 1983.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on December 27, 1983, 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 January 10, 1984, 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 December 27, 1983 [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] which printed pamphlet copies were delivered to the City Clerk on January 10, 1984.

Regular Meeting of December 28, 1983.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on December 28, 1983, 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 January 11, 1984, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on December 28, 1983 [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] which printed pamphlet copies were delivered to the City Clerk on January 11, 1984.

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:

*Executive Order 84-1 Establishing Mayor's Advisory
Commission on Women's Affairs.*

A communication from Honorable Harold Washington, Mayor, transmitting Executive Order 84-1 concerning the establishment of a Mayor's Advisory Commission on Women's Affairs, which was *Placed on File*.

Zoning Reclassifications of Particular Areas.

Also applications (in triplicate) 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:

Frank De La Torre--to classify as a Communications Planned Development by supplementing all the B4-2 Restricted Service District symbols and indications shown on Map No. 6-1 in area of

2875 W. 22nd Street;

Harnole Realty Co.--to classify as a C3-2 Commercial-Manufacturing District instead of an M2-2 General Manufacturing District the area shown on Map No. 3-K bounded by

W. Division Street; N. Kolmar Avenue; a line 522.27 feet south of and parallel to W. Division Street; and a line 301.79 feet west of and parallel to N. Kolmar Avenue;

Schain, Burney & Kenney--to classify as a C2-5 General Commercial District instead of an M1-5 Restricted Manufacturing District the area shown on Map No. 1-F bounded by

the alley next north of and parallel to W. Grand Avenue; N. Franklin Street; W. Grand Avenue; and a line 149.94 feet west of and parallel to N. Franklin Street.

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. (6) B. T. Gregory, Larry Hayes, William Hough, Melvin Kimbrough, Martha Thompson and Gloria Ventura, Argall Martin J.;

Barrett A. M., Birk Mrs. Carrie, Bruns Robert M.;

Cheeseman John, Clark Jeanne Carne, Cram Robert G., Cruz Fernador;

Davis Alexander, De Cristofano N.;

Eastern Newstand Corp.;

Forest Security Systems, Inc., Foster Kenneth A.;

Gibson Gracie, Goldman Leon F., Greenblatt Howard, Greenthal Alan L.;

Habeel Claretta, Hulchiy Kathleen, Hyché Roxie;

Illinois Founders Ins. Co. and Johnny Fleming;

Jones Annie;

Kabala Ann L., Kazupski William F.;

LaSalle Mortgage & Realty Co., Inc., Lee Mary E., Levaccare Ralph, Loria Lance C.;

Majca John S., McCarthy Laura, McLendon Leonard, McReynolds Shirley, Merit Ins. Co. and Harvey Taber, Milazzo Cecelia, Munoz Georgina;

National Distillers and Chemical Corp., Norris Charles;

Patton William C., JC Penney Cas. Ins. Co. and Jean Reese, Perisin Peter A.; Providence Washington Ins. Co. and Steven A. Willis, Purze Gilbert;

Richards Furniture and Antiques, Richards Glen C., Roy Stan;

Simonelli Mae A., Slaughter Johnny, Souchet Ramon;

Tyler Verna M.;

Underwriters Adjusting Co. and Eugene L. Kempf;

Wiacek Robert A.

*Settlements and Suits with Entries of Judgments
Against City.*

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on December 30, 1983) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended November, 1983.--*Referred to the Committee on Claims and Liabilities.*

REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. *No request under that statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.*

COMMITTEE ON FINANCE

**Authority Granted to Clerks of Cook and DuPage Counties to Reduce
1983 Tax Levy for City of Public Building Commission of
Chicago (Building Revenue Bonds, Series "B" of 1971).**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing and directing the County Clerks of Cook and DuPage Counties to reduce the 1983 tax levy for the City of Chicago for Public Building Commission of Chicago Revenue Bonds, Series "B" of 1971, due to rentals, in the amount of \$388,043.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr--42.

Nays--None.

Alderman Burke moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The City of Chicago entered into a lease dated June 30, 1971, with the Public Building Commission of Chicago for the construction of two (2) Law Enforcement Facilities, 4th Area Police Headquarters and Courts Facility located at South Kedzie and West Harrison Street, and 6th Area Police Headquarters and Courts Facility at West Belmont and North Western Avenues, together with twelve (12) other City Facilities under Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971; and

WHEREAS, The City of Chicago did by ordinance provide for the levy and collection of a direct annual tax sufficient to pay the rentals due under said lease, as and when the same became due and payable, said lease and said tax levying ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, Subsequent to the above events, the City of Chicago approved the Public Building Commission of Chicago entering into a lease with the County of Cook for the exclusive use and occupancy of the Court Facilities in said two (2) Law Enforcement Facilities; whereby the County of Cook will pay rent to the Public Building Commission of Chicago; said rental being approved by the City of Chicago; and the Public Building Commission of Chicago will forthwith give credit to the City of Chicago upon receipt of this rental; and

WHEREAS, In the year 1983, the County has paid the Public Building Commission of Chicago \$368,641 in rental for these facilities, and this amount should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, be and they are hereby directed and authorized to reduce the total amount of 1983 taxes to be extended for the purpose of providing revenue for the payment of rent on behalf of the City of Chicago for Public Building Commission of Chicago Building Revenue Bonds Series "B" of 1971, by the sum of \$368,641, plus reserve for loss and cost of collection of \$19,402, for a total tax abatement of \$388,043 for the year.

SECTION 2. The City Clerk be and he is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

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

**Approval and Consent Given to Budget Adopted by Public Building
Commission of Chicago for Operation and Maintenance of
Richard J. Daley Center for Year 1984 and for
Transfer of Funds Standing to the Credit
of the City of Chicago.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the budget adopted by Public Building Commission of Chicago for the operation and the maintenance of the Richard J. Daley Center for the year 1984 and for the transfer of funds standing to the credit of the City of Chicago.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr,--42.

Nays--None.

Alderman Burke moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The Public Building Commission of Chicago has issued and sold revenue bonds, and the City of Chicago has entered into leases with the Public Building Commission of Chicago for the use and occupancy of the following buildings and facilities owned and constructed or renovated by the Public Building Commission of Chicago with said bond proceeds; and the City of Chicago has adopted ordinances for the levy and collection of taxes against all taxable properties within its boundaries sufficient to pay the rentals provided by said leases:

<i>Building or Facility</i>	<i>Lease</i>	<i>Bond Indenture</i>
Richard J. Daley Center	Recorded July 26, 1963, as Document No. 18864976 (dated July 1, 1963)	\$87,000,000 Public Building Revenue Bonds, Series of 1963*
Incinerator Residue Disposal Site, Stearns Quarry (CS-2)	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971**
Fire Stations CF-2, CF-3, CF-4, CF-5, CF-6, CF-7, CF-8 and CF-11	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971**
Health Center, CH-1		
Sanitation Facilities CS-1, CS-3 and CS-6		
Police Facilities CP-1 and CP-2		
Health Center, CH-3	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975**
Sanitation Facilities CS-4		

Fire Stations CF-1, CF-9 and CF-10	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975
Health Center, CH-2		
Police Academy, CP-4		
Central Library Building CPL-1		
Police Facilities CP-5 and CP-8	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978
Sanitation Facilities CS-5, CS-11, CS-12 and CS-13		
Library for Handicapped CPL-2		
Navy Pier - Phase I	Recorded October 23, 1979, as Document No. 25205132 (dated September 12, 1979)	\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979

* Also leased in part to County of Cook.

**Also involves other projects for other lessees.

; and

WHEREAS, Under the provision of said Bond Indentures that portion of the rentals paid to the Public Building Commission of Chicago pursuant to the terms of said leases and not required for the payment of interest, principal, administrative, maintenance and operation and renewal, replacement, and improvement costs, under the terms of said Bond Indentures, may be transferred by the Public Building Commission of Chicago for additional administrative expenses incident to projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture involved; or to the Construction Accounts of the Commission for projects constructed or renovated by the Commission for the City of Chicago under the particular Bond Indenture; and

WHEREAS, Any funds remaining to the credit of the City of Chicago in the Commission's various surplus accounts, after making the aforesaid transfers and payments, will be credited (unless otherwise directed by the City of Chicago, as hereinafter proposed) to the next annual rentals due and payable by the City of Chicago to the Public Building Commission of Chicago under the applicable lease and bond indenture; and

WHEREAS, The Public Building Commission of Chicago anticipates that as of December 31, 1983, the following funds will be in the surplus accounts under the indicated Bond Indentures to the credit of the City of Chicago:

<i>Bond Indenture</i>	<i>Lease</i>	<i>Project</i>	<i>Anticipated Surplus</i>
\$87,000,000 Public Building Revenue Bonds, Series of 1963	Recorded July 26, 1963, as Document No. 18864976 (dated July 1, 1963)	Richard J. Daley Center	\$ 1,861,079
\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	Incinerator Residue Disposal Site Stearns Quarry	2,235,964

\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	CF-2, CF-3, CF-4, CF-5, CF-6, CF-7, CF-8, CF-11, CH-1, CS-1, CS-3, CS-6, CP-1 and CP-2	\$ 2,940,247
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	CH-3 CS-4	49,440
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	CF-1, CF-9, CF-10, CH-2 CP-4 and CPL-1	4,390,000
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	CP-5, CP-8, CS-5, CS-11, CS-12, CS-13 and CPL-2	620,000
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	Recorded October 23, 1979, as Document No. 25205132 (dated September 12, 1979)	Navy Pier - Phase I	495,000

; and

WHEREAS, The Public Building Commission of Chicago has approved a Budget in the amount of \$11,904,384 for the proper operation, maintenance, and repair of the Richard J. Daley Center (including steam to the City Hall) for the fiscal year January 1, 1984 to December 31, 1984 and the City of Chicago's share of said Budget is \$2,656,696; and

WHEREAS, The City of Chicago, if it approves said Budget, will be indebted to the Public Building Commission of Chicago for the City of Chicago's share of the Budget (including steam to the City Hall) for the Richard J. Daley Center for the period January 1, 1984 to December 31, 1984, in the amount of \$2,656,696; and

WHEREAS, A deficiency exists in the Operating, Maintenance and Repair Budget for the Richard J. Daley Center covering the cost of a Service Agreement for the Data Center in said building; and

WHEREAS, The Public Building Commission of Chicago has undertaken at the request of the City of Chicago projects which have not yet been financed by the issuance of revenue bonds; and

WHEREAS, The Public Building Commission has, by resolution of its Board of Commissioners, requested the City of Chicago to approve and consent to the allocation, transfer and use of said surplus funds of \$7,369,376, without prior appropriation by the City Council of the City of Chicago, as follows:

<i>Bond Indenture</i>	<i>Lease</i>	<i>Purpose</i>	<i>Amount</i>
\$56,000,000 Public Building Revenue Bonds, Series 'A' of 1971	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	In payment of cost of service Agreement for the Data Center in the Richard J. Daley Center	\$ 48,615

\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	In payment of moneys due for City's share of Budget (including steam to City Hall) for Richard J. Daley Center	\$ 2,089,226
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	Recorded December 31, 1974 as Document No. 22951246 (dated December 26, 1974)	In payment of balance of cost of Service Agreement for the Data Center in the Richard J. Daley Center	4,065
		To Construction Account for: Pilsen Library	45,375
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	Balance of the City's share of Budget (including steam to City Hall) for Richard J Daley Center	567,470
		To Construction Account for: Westlawn Library	1,860,000
		Pilsen Library	1,639,625
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	To Construction Account for: Pilsen Library	620,000
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	Recorded October 23, 1979, as Document No. 25205132 (dated September 12, 1979)	To Construction Account for: Pilsen Library	495,000

now, therefore,

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

SECTION 1. That the City of Chicago does hereby acknowledge that a budget is necessary for the proper operation and maintenance of the Richard J. Daley Center (including steam to City Hall) and does hereby approve the budget in the amount of \$11,904,384 for the fiscal year January 1, 1984 to December 31, 1984 of which the City of Chicago's share is \$2,656,696, and does hereby approve the same.

SECTION 2. That the City of Chicago does hereby approve and authorize the transfer and application of the moneys, in the estimated amount of \$2,089,226, standing to its credit on December 31, 1983, in the Surplus Account under that certain Bond Indenture for \$135,000,000 Public Building Commission of Chicago Revenue Bonds, Series 'B' of 1971, together with the sum of \$567,470 from the moneys standing to its credit on December 31, 1983, in the Surplus Account under that certain Bond Indenture for \$36,000,000 Public Building Commission of Chicago Revenue Bonds, Series 'B'

of 1975 in satisfaction and payment of its portion, namely \$2,656,696 of said Budget for the operation, maintenance and repair of the Richard J. Daley Center for the fiscal year January 1, 1984 to December 31, 1984.

SECTION 3. That the City of Chicago does hereby approve and authorize the transfer and application of the moneys, in the estimated amount of \$48,615 standing to its credit on December 31, 1983, in the Surplus Account under that certain Bond Indenture for \$56,000,000 Public Building Commission of Chicago Revenue Bonds, Series 'A' of 1971 to the Operating, Maintenance and Repair Account for the Richard J. Daley Center, together with the sum of \$4,065 from the money standing to its credit on December 31, 1983, in the Surplus Account under that certain Bond Indenture for \$38,000,000 Public Building Commission of Chicago Revenue Bonds, Series 'A' of 1975, for a total of \$52,680, in payment of of cost of Service Agreement for the Data Center in the Richard J. Daley Center.

SECTION 4. That the City of Chicago does hereby approve and authorize the transfer and application of \$4,660,000 of the balance of the moneys in the estimated amount of \$9,882,354, standing to its credit on December 31, 1983 in the Surplus Accounts under the various Bond Resolutions to the following projects:

<i>Bond Resolution</i>	<i>Amount</i>	<i>Project and Purpose</i>
\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	\$ 45,375	Construction Account for: Pilsen Library
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	1,860,000 1,639,625	Construction Account for: Westlawn Library Pilsen Library
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	620,000	Construction Account for: Pilsen Library
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	495,000	Construction Account for: Pilsen Library

SECTION 5. That this ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

**Execution of Redevelopment Agreement Authorized Between American
National Bank and Trust Company of Chicago, as Trustee
and Printing House Row Service Corporation for
Project Located at No. 542 S. Dearborn St.**

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

WHEREAS, The United States Department of Housing and Urban Development has approved Urban Development Action Grant Number B-82-AA-17-0092 which provides for a loan of grant funds to American National Bank and Trust Company of Chicago, as Trustee of Trust No. 56146, and Printing House Row Service Corporation, the sole beneficiary thereof, in the amount of \$804,126.00 to assist in the rehabilitation of the Pontiac Building located at 542 South Dearborn Street as part of the South Loop Redevelopment Project which will create expanded employment in the South Loop; 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, upon the review of the Corporation Counsel as to form and legality, a Redevelopment Agreement which obligates the City of Chicago upon the granting of sufficient security, to lend \$804,126.00 of Urban Development Action Grant funds to American National Bank and Trust Company of Chicago, as Trustee of Trust No. 56146, and Printing House Row Service Corporation, to assist in the rehabilitation of the Pontiac Building located at 542 South Dearborn Street into 86,000 gross square feet of commercial and office space; and which Redevelopment Agreement obligates Printing House Row Service Corporation to purchase and rehabilitate the aforesaid Pontiac Building as part of the rehabilitation and expansion of the South Loop by expending approximately \$5,807,383.00 in private funds; and further obligates Printing House Row Service Corporation to use its best efforts to create 172 new, permanent job opportunities as represented in the original application.

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 of Exhibit A attached hereto.

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

[Exhibit "A" attached to this ordinance printed on pages 4500
thru 4539 of this Journal.]

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--42.

Nays--None.

Alderman Burke moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Approval Given to Mayor's Appointments for Special Service
Area Number Three.**

The Committee on Finance submitted the following report:

CHICAGO, January 11, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication recommending approval of the appointment of members to the Chicago Southwest Business Growth Area Commission for Special Service Area Number Three, located in the general area of 63rd Street between Bell and Central Park Avenues, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke the said appointments were *Approved* by yeas and nays as follows:

(Continued on page 4540)

EXHIBIT A

DEVELOPMENT AND LOAN AGREEMENT

THIS DEVELOPMENT AND LOAN AGREEMENT ("Agreement") entered into this ____ day of October, 1983, by and between the CITY OF CHICAGO, a Home Rule Unit of the State of Illinois, ("City"), AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 23, 1982 AND KNOWN AS TRUST NUMBER 56146 ("Borrower") and PRINTING HOUSE ROW SERVICE CORPORATION, an Illinois corporation ("Developer").

W I T N E S S E T H:RECITALS

A. City has, on February 4, 1983 entered into a UDAG Grant Agreement, which was amended on _____ ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD"). HUD has assigned UDAG Grant Number B-82-AA-17-0092 to the Grant Agreement, which pertains to the rehabilitation of approximately 86,000 gross square feet of office and commercial space (the "Project") in the fourteen story Pontiac Building located at the northwest corner of the intersection of South Dearborn Street and West Harrison Street, in the South Loop Printing House National Register Historic District, commonly known as 542 South Dearborn Street ("Building"). Under the Grant Agreement, HUD will provide the City with \$844,126 in grant funds ("grant funds") for the Project, of which not more than \$40,000 shall be retained by the City for administrative costs, all as more fully set forth and described in the Grant Agreement.

B. Borrower is the owner of legal title to the real estate upon which the Building is located, together with all

machinery, equipment and fixtures annexed thereto,

C. Developer is a beneficiary of Borrower and has the entire power of direction of Borrower and, as such, is financially interested in, and benefitted by, this Agreement. Developer is designated as a "Participating Party" and as the "Developer" in the Grant Agreement and, subject to all of the covenants, terms and conditions of the Grant Agreement and this Agreement, shall supervise the Project, as described in the Grant Agreement and as shall more fully hereinafter be described in this Agreement.

D. Borrower has agreed to borrow from City, and City has agreed to lend to Borrower, Eight Hundred Four Thousand One Hundred Twenty Six Dollars (\$804,126.00), which the City has been provided by Grant Funds from HUD under the Grant Agreement.

E. The UDAG Grant to the City from HUD shall be by way of draw downs by the City, from time to time, on a letter of credit ("Letter of Credit") issued by HUD to the City and in accordance with the Letter of Credit draw down procedures ("LOC Draw Down Procedures") established by HUD with the City.

F. Borrower has obtained from Money Mortgage Investors, a Massachusetts Trust, a Standby Commitment to make an interim mortgage loan . copy of which is attached hereto and made a ~~part~~ hereof as Exhibit A, ("Interim Loan") and will obtain a construction mortgage loan (the "Construction Loan").

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

Section 1. Incorporation of Preambles. The foregoing preambles are hereby made a part hereof.

Section 2. Agreement To Make Loan. Borrower agrees to borrow from City, and City agrees to lend to Borrower, Eight

Hundred Four Thousand One Hundred Twenty Six Dollars (\$804,126.00) (the "Loan") subject to all of the covenants, terms and conditions in the Grant Agreement and the LOC Draw Down Procedures.

Section 3. Description Of Project. Developer shall rehabilitate the Building into approximately 86,000 gross feet of office and commercial space. The rehabilitation shall be performed in two phases; the Base Building Rehabilitation phase and the Tenant-Finish phase. The Base Building Rehabilitation shall be defined as the completion of all exterior work on the Building, the lobby, the installation of all major mechanical systems, excluding the distribution of the systems to the individual tenant areas and the refurbishing of the elevators. The Tenant-Finish Phase shall mean the construction of individual tenant space, all as specified in the plans and specifications prepared by the Project Architect.

Section 4. Security And Terms Of Loan.

A. The Loan shall be a combination construction and permanent loan evidenced by a Junior Promissory Mortgage Note ("Note") and secured by a Junior Mortgage ("Mortgage") on the Building and Project which may be subordinated to senior permanent financing not to exceed Three Million Eight Hundred Thousand Dollars (\$3,800,000.00), unless increased with the written approval of the City, for additional costs, and such construction financing as may be necessary to complete the Project. The Mortgage shall, among other things, contain usual and customary standard provisions to protect the interest of a subordinated mortgagee, including a provision that a default under the first mortgage which could permit a foreclosure by the first mortgagee shall constitute a default under the City's junior mortgage and that the unpaid principal balance and interest shall then be due and payable, provided, however, that in the event of a conflict

between the terms of the Mortgage or this Loan Agreement and the commitment. for the Interim Loan the terms of the Interim Loan shall govern. The Mortgage shall not contain an exculpation clause in favor of the Developer for the period that the Developer guarantees the Loan.

B. The original principal amount of the Loan evidenced by the Note and secured by the Mortgage shall be \$804,126.00 (initially the "Construction Loan Principal") and the Note and Mortgage shall, among other things, contain the following provisions:

(i) The term of the Note shall extend from the closing of the Loan to a date that shall be thirty (30) years from the earlier of the issuance of the Base Building Completion Certificate as defined in Section 23 or December 31, 1984;

(ii) Interest initially shall be at the simple interest rate of three (3%) percent per annum and shall be accrued from the date of the initial disbursement ("Initial Disbursement") by the City to the Borrower and Developer until the first to occur of issuance of the Base Building Completion Certificate or December 31, 1984 (herein known as the "First New Principal Date");

(iii) On the First New Principal Date, interest accrued as aforesaid on disbursements of loan proceeds theretofore made shall be added to the then outstanding principal balance to form the Construction Loan Principal. From and after the First New Principal Date, simple interest shall accrue on the Construction Loan Principal at the rate of three (3%) percent per annum (not compounded annually or otherwise except as expressly provided herein) and all payments of principal and interest shall be deferred for a period of thirty-six (36) months from the First New Principal Date;

(iv) On the first, second and third anniversaries of the First New Principal Date ("the Second, Third and Fourth New Principal Date(s)"), interest accrued as aforesaid on the Construction Loan Principal shall be added to the Construction Loan Principal to form the permanent loan principal (herein the "Permanent Loan Principal");

(v) From and after the Fourth New Principal Date, the Permanent Loan Principal together with interest shall be fully amortized over the remaining twenty-seven (27) year term of the Loan, by monthly payments of principal and interest. The amortization

schedule shall be readjusted upon each adjustment in rate and shall be based on the remaining term of the Loan. The rates of principal and interest shall be as follows:

- (a) years four (4) through ten (10), interest at the rate of three percent (3%) per annum.
- (b) years eleven (11) through twenty (20) at the rate of seven percent (7%) per annum.
- (c) years twenty-one (21) through twenty-seven (27), interest at the rate of eleven percent (11%) per annum.

C. In addition to all other payments required by the provisions of paragraph 4B to be made, there shall be paid to the City annually, within ninety (90) days after the end of each calendar year during the term of the Loan, additional interest in the form of a participation in Net Cash Flow (as hereinafter defined), in an amount equal to seventeen percent (17%) of the remaining Net Cash Flow of the Project (the "Additional Interest") after the Developer has received a cumulative thirteen percent (13%) return on equity ("Return on Equity"). Equity as used herein shall be defined as all cash or recourse notes contributed to the Project by the Developer as capital. For purposes hereof, Net Cash Flow is defined as the amount of all operating revenue less the aggregate of: debt service on the Loan; debt service on the Construction Loan as may be necessary to complete the Project; debt service on the Interim Loan or other senior permanent financing; real estate taxes; capital improvements; operating expenses (without depreciation); a management fee not exceeding four percent (4%) or five percent (5%) if a management agent other than the Developer is used; and the Return on Equity payment.

D. Upon any refinancing, other than a permitted refinancing ("Permitted Refinancing") as defined herein, sale, or other disposition of the Project or the bankruptcy or dissolution of the Borrower or Developer during the term of the Loan, any

outstanding balance shall become immediately due and payable to the City. For purposes hereof, Permitted Refinancing shall mean senior permanent financing in the amount of no more than Three Million Eight Hundred Thousand Dollars (\$3,800,000), unless increased with the approval of the City for additional costs.

E. Prepayment of the loan without penalty may occur at any time after five (5) years from the Initial Disbursement.

F. The repayment of the Loan shall be irrevocably guaranteed by the Developer until the issuance of the Project Completion Certificate as defined in Section 23. Thereafter the Loan shall be without recourse to the Developer and the City shall look solely to the Premises for repayment.

Section 5. Furnishing Of Financial Statements To City.

Within ninety (90) days after the end of each calendar year during the term of the Mortgage, Borrower and Developer shall deliver to City a statement prepared by a Certified Public Accountant, certifying the gross income of the Project for said year, the Net Cash Flow for said year and the Additional Interest, if any, to be paid the City; provided, however, that said statement shall not include Net Cash Flow in respect to any portion of a calendar year not occurring within the term of the Loan.

Section 6. Time Schedule For Commencement And Completion Of All Activities Required By Grant Agreements. The activities, as described in the Grant Agreement, shall be commenced and completed by Borrower and Developer in accordance with the following schedule:

<u>Activity</u>	<u>Commencement Date</u>	<u>Completion Date</u>
Acquisition		December 1, 1983
Base Building Rehabilitation	December 1, 1983	December 31, 1984
Project Completion		December 31, 1987

subject only to delays in performance due to strikes, wars, acts of God, insurrection, government restrictions in obtaining any labor or material or the performance thereof, or other causes beyond the reasonable control of Borrower and Developer (all or any of the foregoing are hereinafter sometimes referred to as "Permitted Delays".) In the event Borrower and Developer shall not conform to the time table referred to in the Grant Agreement and such delay shall be caused by a Permitted Delay, then, in such event, the time lost as a result of such Permitted Delay shall be added to the time for performance by Developer.

Section 7. Draws On Loan. After the Borrower and Developer have complied with all conditions precedent as specified in Paragraph 8 hereof, the Loan shall be drawn upon in accordance with the following procedures:

A. Draw requests for funds shall be made to the City only on a monthly draw basis on A.I.A. forms certified to, and approved by, the Project Architect as defined herein, the City's representative and/or such other certifying official as may be approved by the Developer and the City.

B. Monthly draw requests shall be made on the basis of ninety (90%) percent of all work completed and in place with ten (10%) percent retainage. One-half of the retainage shall be released at such time as fifty (50%) percent of the Base Building Rehabilitation is completed and in place as certified and approved by the persons required to certify and approve draw requests as specified in this Agreement. Thereafter, monthly draw requests shall be made on the basis of five percent (5%) retainage, which shall be released upon the issuance of the Project Completion Certificate. Notwithstanding the above, any subcontractor, materialman or supplier shall be paid in full,

including its retainage, thirty days after the completion of its contract.

C. All disbursements of the Loan shall be paid out of grant funds by City in an amount proportionate to the total estimated cost of the Project, including debt and equity financing of the Borrower and Developer, but in no event greater than a prorata basis of \$1.00 Grant Fund Dollar for every \$7.22 non-Grant Fund Dollars.

D. The right to draw on the Loan may be assigned by Developer to the Construction Lender provided that Developer and the Construction Lender execute all documents reasonably required by the City in respect thereto. The terms and provisions of this Paragraph 7 shall be fully applicable to draw requests made by the Construction Lender in respect of the Project.

Section 8. Conditions Precedent To Initial Disbursement Of The Loan. Prior to the Initial Disbursement hereunder between the City to the Borrower and Developer, each one of the following conditions precedent shall first have been satisfied:

A. All governmental approvals and permits necessary for the Project shall have been obtained.

B. There shall have been furnished to City a commitment for title insurance for a current form ALTA Construction Loan Policy ("Title Commitment") issued by a title insurance company acceptable to City (the "Title Company") in form satisfactory to City establishing that the Title Company is prepared to issue its ALTA-1975 Construction Loan Policy (the "Policy") in the amount of the Loan insuring that City shall be the holder of a mortgage lien on the Project, free of encumbrances and other exceptions to title other than those approved in advance by City,

and not subordinated to any interests other than the Construction Loan.

C. City shall have been furnished insurance policies (which during construction may be in builder's risk completed value forms so far as they relate to the construction) in companies, forms and amounts and with coverages satisfactory to City, insuring the Building and Project against loss or damage by fire or other casualty, under the "all risk" form of coverage with extended coverage and for such other hazards as City may require. Said policies shall not be cancellable, terminable or subject to amendment without thirty (30) days' written notice to City.

D. There shall have been delivered to City and HUD evidence to City and HUD that Developer has sufficient funds on hand or irrevocably available to it, to complete its obligations under the Grant Agreement and has identified the sources of these funds.

E. The Note shall have been received and the Mortgage shall have been recorded and the Title Commitment shall have been later dated to cover the recording thereof.

F. The City and HUD hereby accept the commitment from the Interim Lender attached hereto as Exhibit B as satisfaction of the requirement in Exhibit E, Section V(a) of the Grant Agreement for a firm and irrevocable permanent loan commitment in to Borrower and Developer for the Project.

G. Evidence satisfactory to the City and HUD shall have been furnished that the construction lender has issued a firm and irrevocable loan commitment in an amount satisfactory to complete the Project.

H. Evidence satisfactory to the City and to HUD

shall have been furnished that the Borrower has acquired the Building for a purchase price of at least \$902,259.

I. The Developer shall provide evidence to the City and HUD that it has equity in at least the amount of \$1,799,579.00 available for the Project. For purposes of this Section 8(I), promissory notes in a form approved by the City from shareholders in the Developer or limited partners in the limited partnership formed to develop the Project shall be acceptable .

J. The Developer shall have executed and delivered to City, in form and substance satisfactory to City and HUD, its irrevocable and unconditional guarantee of the repayment of the Loan. This guarantee shall be effective until the issuance of the Project Completion Certificate.

K. The written approval of the Secretary of HUD shall have been given, where required, with respect to the evidentiary materials specified herein and, in particularly, in Exhibits E and F of the Grant Agreement.

Section 9. Administration Of Loan. City hereby designates and appoints its Department of Planning as the agency which shall supervise and administer the Loan and the Loan Agreement for and on behalf of the City. City's Department of Planning is and shall be empowered to act for and on behalf of the City in ascertaining entitlement to and authorizing disbursement of the loan proceeds to Developer in accordance with this Agreement, in holding and safekeeping all documents and papers which are or may be incident to this Agreement; in executing all agreements and documents for and on behalf of the City which may be required from time to time to accomplish or implement the purposes of this Agreement and in dealing with the Developer and with HUD with respect to any matter which may arise or exist with

respect to the Grant Agreement and the grant funds. Said Department of Planning may, by resolution, empower and authorize one or more of its officers or staff employees to act for and on behalf of the Department of Planning in supervising and administering the Loan and this Agreement pursuant to the powers hereby granted.

Section 10. Developer's Covenants. Developer acknowledges that the source of the Loan made hereunder is a UDAG Grant awarded to the City by HUD, and Developer agrees as follows:

A. Upon written instruction and direction from the Secretary of HUD or any other official of HUD to whom said Secretary has delegated authority to act with respect to matters involving the UDAG Grant to the City, Developer will deposit in escrow all revenues, income, or earnings which it may derive or receive prior to completion of the Project from investment and utilization of loan proceeds disbursed under this Agreement which are not, for any reason, expended by Developer at the time of such disbursement. Any escrow required to be established hereunder shall be pursuant to arrangements provided by HUD and shall be for the purpose of providing funds to assure the completion of the Project.

B. Borrower shall develop the Project for a total cost of not less than Six Million Six Hundred Eleven Thousand Five Hundred Dollars (\$6,611,500).

C. Developer shall use its best efforts to create or cause to be created in connection with the rehabilitation of the Project and tenant occupancy and utilization of the Project, within forty eight (48) months of final evidentiary approval by HUD, one hundred seventy two (172) permanent job opportunities of which approximately sixty (60) job opportunities shall be for persons who, at the time of their employment, are persons of low

or moderate income, seventeen (17) job opportunities shall be for CETA-eligible persons, approximately twenty (20) job opportunities shall be for minority persons, and approximately one hundred (100) construction jobs. Developer agrees to submit to the City such reports as the City may reasonably request from time to time concerning the numbers and kinds of such jobs created or caused to have been created.

D. Developer will keep and maintain books, records, and other documents relating directly to the receipt and disbursement of the Loan, and Developer agrees that any duly authorized representative of the Secretary of HUD or the Comptroller General of the United States will be given access to and the right to inspect, copy, audit, and examine all such books, records and other Grant and until the final settlement and conclusion of all issues which may arise with respect to the UDAG Grant to the City.

E. Developer will permit any duly authorized representative of the Secretary of HUD to have access at all reasonable times to any portion of the Project until the completion of all close-out procedures required to be observed by City with respect to the UDAG Grant and until the final settlement and conclusion of all issues which may arise with respect to the UDAG Grant to the City.

F. No transfer or receipt of grant funds from the City to the Developer shall be or deemed an assignment of said Grant Funds. Developer further agrees that it shall neither succeed to any rights, benefits, or advantages of the City under the Grant Agreement with respect to this Agreement, nor attain any rights, privileges, authorities or interest in or under the Grant Agreement with respect to this Agreement nor

attain any rights, privileges, authorities or interest in or under the Grant Agreement with respect to the UDAG Grant.

G. To erect and maintain at the Premises and the Project a project sign, which shall be designated and contain such information as shall be consistent with the policy established by the Secretary of HUD.

Section 11. Developer's Warranties and Representations.

Developer warrants and represents to City that:

A. Developer is an Illinois Corporation duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power under its Certificate and any amendments thereto and under all applicable provisions of law to develop, own, lease and operate the Project.

B. Developer is a beneficiary of Borrower and the power of direction in Borrower is vested solely in the Developer.

C. All plans and specifications for the Project are or will be in full compliance with all applicable building codes, zoning ordinances and the requirements of all regulatory agencies having jurisdiction.

D. Developer has obtained or has reasonable assurance that there will be obtained all federal, state and local governmental approvals and reviews required by law to be obtained by the Developer for the Project.

E. Developer is informed that the Secretary of HUD has selected the City for the award of a UDAG Grant in reliance in material part upon the assured completion by Developer of the Project, and Developer will complete said Project in accordance with the plans and specifications therefor.

F. The construction of the Project and the making of

the Loan in accordance with this Agreement has been duly authorized by all necessary action required on the part of Developer.

Developer further warrants and represents that all warranties and representations shall remain true during the term of this Agreement and that, at the time of each disbursement of Loan proceeds by City to Developer, there will be no claim for labor, services or materials furnished for the construction of the Project other than those currently incurred from the date of the last prior disbursement and that all withholding and other payroll taxes withheld or owed by Developer in connection with the construction of the Project have been or will be paid when due provided that the Developer may obtain a surety bond sufficient to release said claim or obtain an endorsement from the title company over said claim.

Section 12. City's Representations and Warranties.

The City warrants and represents to Developer that:

A. City is a municipal corporation duly organized and existing under the laws of the State of Illinois and has full power and authority to make this Agreement and to perform it in accordance with its terms.

B. The execution, delivery and performance of this Agreement has been duly authorized by proper proceedings of the City Council of the City of Chicago, State of Illinois.

Section 13. Right of Entry and Inspection. The City and its agents and employees shall at all times during construction of the Project have the right of entry and free access to the Project and right to inspect all work done, labor performed, and materials furnished in and about the Project and to inspect all books, contracts, and records of the Borrower and the Developer pertaining to the Project.

Section 14. Amendments. City and Developer agree that this Agreement may not be amended in any material respect without the prior written approval of the Secretary of HUD or any other official of HUD to whom said Secretary has delegated authority to act with respect to matters covered by the UDAG Grant to the City. The word "material" as used herein shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of the Developer by more than ten (10%) percent, changes the sites or character of any development activity or increases any time for performance by the Developer by more than thirty (30) days, except for any extension of the construction period by reason of Permitted Delays.

Section 15. Disclaimer of Relationships. City and Developer agree that nothing in this Agreement shall be deemed or construed by any of the parties hereto or by any third persons to create any relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Secretary of HUD.

Section 16. Limitations Of Liability. City shall not be liable to Developer or to any party, except HUD, for the completion of, or the failure to complete, any activities which are part of the Project as set forth and defined in the Grant Agreement, except those that are specified in Exhibit B to the Grant Agreement.

Section 17. Conflict Of Interest. No member, officer of employee of the City, or its designees, or agents, no consultant, no member of the governing body of the City, or the locality in which the City is situated, and no other public official of the City or such locality or localities, who exercises or any exercised any functions or responsibilities with respect to the Project.

during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity, or benefit therefrom, which is part of this Project.

Section 18. Maintenance of Eligibility To Receive Funds Under The UDAG Grant. City covenants and agrees that at all times it will maintain all qualifications and requirements for entitlement to and eligibility for receipt of the UDAG Grant and the disbursement of said funds pursuant to this Agreement. City further covenants and agrees that it will promptly comply with all requirements and conditions which may be imposed upon it at any time in the future or from time to time by HUD or any other agency or department having jurisdiction as a condition for continued eligibility to receive the UDAG Grant for the purpose of lending the same of the Developer pursuant to this Agreement.

Section 19. Project Architect. The plans and specifications for the Project will be prepared by Booth/Hansen & Associates (the "Project Architect"). The Project Architect shall determine the amount and value of improvements with respect to the construction of the Project for purposes of disbursements of loan proceeds to the Developer by City. The Project Architect may be replaced upon written notice to the City by the Developer.

Section 20. City's Remedies. If Developer shall at any time prior to completion of the Project abandon the same, cease work thereon for a period of sixty (60) days, except for Permitted Delays or other delays beyond the reasonable control of Developer, or fail to complete said Project in substantial compliance with the plans and specifications therefor and all applicable statutes, ordinances, codes, rules and regulations of all authorities having jurisdiction and within the period of time

required herein (as extended due to Permitted Delays) or if a default shall occur in respect to the terms and conditions of any document executed and delivered by Developer pursuant hereto, the City may, at its option, upon thirty (30) days' prior written notice to Developer with a written explanation of the reason for the notice, declare the entire principal sum loaned hereunder to be due and payable immediately.

Section 21. Agreement To Subordinate. City agrees that it will execute and deliver such other further documents as shall be necessary or required in order to subordinate the lien of the Mortgage and Note and any other security instruments further securing the Loan, to the liens of such construction financing as may be necessary to complete the Project and senior permanent financing not to exceed \$3,800,000, unless increased with the written approval of the City for additional costs. The Department of Planning may execute such documents, it being understood that time is of the essence with respect thereto.

Section 22. Closing. The closing for this Agreement shall be at a mutually agreeable time on or before October 1, 1983.

Section 23. Certificate of Completion. Promptly after completion by the Developer of the Base Building Rehabilitation the Project Architect shall furnish the City with a certification that the Base Building Rehabilitation is substantially complete and that the Developer has furnished the City with final and full releases of all liens or claims for liens by all primary contractors, subcontractors, materialmen and suppliers. Thereafter, the City shall within fifteen (15) days inspect the Building and issue a certificate in recordable form that the Base Building Rehabilitation is substantially complete (the "Base Building

Completion Certificate"), which shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer and Developer to complete the Base Building Rehabilitation. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section, the City shall, within fifteen (15) days after written request by the Developer, provide Developer with a written statement indicating in adequate detail in which respects the Developer has failed to complete the Base Building Rehabilitation in accordance with the provisions of this Agreement, or otherwise in default, and what measures or acts will be necessary in the opinion of the City for the Developer to take or perform in order to obtain such certification. Upon the completion of the Project, the Developer shall request and the City shall furnish a Project Completion Certificate in accordance with the aforementioned procedure.

Section 24. Mortgagee 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 above premises 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 premises 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 complete the Project or to guarantee such completion; nor shall any covenant or any other provision be construed to so obligate such holder to devote the premises 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 25. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the terms of the Loan as provided in this Agreement:

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

B. The Developer will in all solicitations of advertisement 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. The Developer will include the provisions of Paragraph 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 26. Governing Law. This Agreement has been entered into and shall be construed in accordance with and governed by the laws of the State of Illinois.

Section 27. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of the parties hereto.

Section 28. Assignment. The Developer shall have the right to assign this Agreement to a limited partnership formed to develop the Project, provided that the Developer is a general partner of said limited partnership.

Section 29. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified or equivalent mail, postage prepaid, return receipt requested, to the respective addresses of the parties set forth below, or to such other place as any party hereto may by notice in writing designate for itself, shall constitute service of notice hereunder two (2) business days after the mailing thereof;

(a) If to the City:

City of Chicago, Illinois
Commissioner
Department of Planning
121 N. LaSalle Street
Chicago, Illinois 60602

(b) If to the Borrower:

American National Bank & Trust Company
33 North LaSalle Street
Chicago, Illinois

(c) If to the Developer:

Printing House Row Service Corporation
205 W. Wacker Drive
Chicago, Illinois 60606
ATTN: Mr. Ivan Himmel

With a copy to:

Arvey, Hodes, Costello & Burman
Suite 3800
180 N. LaSalle Street
Chicago, Illinois 60601
ATTN: Marc S. Schulman, Esq.

Any such notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the date of such delivery.

Section 30. Exculpation of Trustee. This Agreement is executed by American National Bank and Trust Company, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said Trust hereby warrants that it possesses full power and authority to execute this Agreement, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Trust personally to pay any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language or a promise or covenant or agreement), all such liability, if any, it being expressly waived by the City and by every persons now or hereafter claiming any right or security hereunder, and that so far as the City and its successors and said Trust personally are concerned, the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises hereby conveyed and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien hereby created,

in the manner herein provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the Developer, if any.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

CITY OF CHICAGO, ILLINOIS

BY: _____

TITLE: _____

BORROWER:

AMERICAN NATIONAL BANK, not
personally but solely as
Trustee aforesaid

BY: _____

ATTEST: _____

DEVELOPER:

PRINTING HOUSE ROW SERVICE
CORPORATION

BY: _____

MONY MORTGAGE INVESTORS

A MASSACHUSETTS TRUST

COMMITMENT NO. MS-3
 DATE: March 4, 1983
 TO: Community Resources Corporation
 c/o Baird & Warner, Inc.
 115 South LaSalle Street
 Chicago, Illinois 60603
 Attn: Mr. David Livingston

EXHIBIT A

PRINCIPAL OFFICE:
 1740 BROADWAY
 NEW YORK, N.Y. 10019

This constitutes our standby commitment to make an interim mortgage loan to the Borrower subject to the specific terms hereinafter set forth and to the "General Conditions of Interim Loan" ("Special Conditions", if applicable) annexed hereto and made a part hereof.

BORROWER(S): Community Resources Corporation of Illinois, a consortium consisting of Links Programs, Inc.; Laurance Booth; Harry Wease; Theodore Gaines and John Baird.

GUARANTOR(S): None.

PROPERTY AND IMPROVEMENTS: A rectangular shaped parcel of land containing approximately .15 ac located at 542 South Dearborn Street, Chicago, Illinois. Improvements consist of a 14 story of building of steel frame and brick construction built in 1891 and containing first floor retail basement and sub-basement space. The improvements are to be completely renovated as detailed on Exhibit A attached hereto and made a part hereof to contain 98,000 sq. ft. of GRA and 82,880 sq. ft. NRA including 4,778 sq. ft. of retail space and 3,000 sq. ft. of basement storage space.
APPRAISAL: See Special Conditions Item 5.

QUALIFIED LOAN AMOUNT: \$3,230,000 but in no event greater than 75% of the value established by the confirmatory appraisal.
MAXIMUM LOAN AMOUNT: \$3,800,000

INTEREST RATE PRIOR TO DEFAULT: A variable rate equal to 2% (1% upon breakeven) in excess of the rate designated by Chase Manhattan Bank, N.A. as its "prime rate", as same shall fluctuate from day to day, but in no event less than 13%, plus \$19,000 per loan year payable the first day of each loan year.

MANDATORY REPAYMENT: An amount equal to 1% of the outstanding loan principal, except as set forth in Special Conditions Item 7, payable monthly on the first day of each month.

PREPAYMENT PRIVILEGE: At any time on any interest installment date upon 90-days' prior written notice without penalty.

MATURITY DATE: Loan (if funded) - Five years from date of funding, but in no event later than March 31, 1993.

NON-REFUNDABLE COMMITMENT FEE: \$76,000 applicable for the period through 3/31/84, with six optional six-month extensions available at \$38,000 per option period.

PROCESSING FEE: \$8,000

HAZARD INSURANCE: If written on an 90 % co-insurance basis, fire and extended coverage in the amount of \$3,800,000 will be acceptable.

TERMINATION DATE: March 31, 1984, unless extended as set forth under Special Conditions Item 8

MONYMI's COUNSEL: None anticipated at this time. MONYMI reserves the right to designate counsel at a future date.

LOAN OFFICER: Frank Kriete, MONY Mortgage Investors, 1740 Broadway, New York, N.Y. 10019

REGIONAL OFFICE: Mutual Of New York, East Wacker Drive, Suite 2420, Chicago, Illinois 60601 sometimes herein referred to as the "Advisor".

This commitment shall be considered null and void unless you indicate your acceptance by sign and returning a copy of this commitment, together with the Non-Refundable Commitment and the Processing Fee, to the Loan Officer and one copy of the accepted commitment to the Regional Office by no later than March 15, 1983. In this regard, MONYMI acknowledges receipt of the Borrower's check for \$38,000, which, subject to collection, shall be applied toward partial payment of the fees due.

ACKNOWLEDGED AND ACCEPTED THIS

DAY OF

19

MONY MORTGAGE INVESTORS

By

Richard Ridloff
 Vice President-Law and Secretary
 MONY Mortgage Investors

The Corporation of Trust constituting MONY Mortgage Investors the Trust, dated February 28, 1980, a copy of which, together with all amendments thereto (the "Trust Agreement"), is duly filed in the office of the Secretary of the Commonwealth of Massachusetts, provides that the name "MONY Mortgage Investors" shall be the name under the Corporation's constitution of records, and not necessarily its primary name, and that its officers, directors, managers or agents of the Trust shall be able to use the name MONY Mortgage Investors, jointly or severally, for any purpose at, or about which, the Trust. All persons dealing with the Trust, in any way, shall look only to the name of the Trust for the payment of any sums of the performance of any obligation.

MONYMI Interim Loan Commitment (Standby)

Page 2

General Conditions of Interim Loan

MONYMI Commitment No. MS-3Dated: March 4, 19831. Security

The interim mortgage loan contemplated by this commitment shall be secured at all times by a first lien on the Property and Improvements and shall be in an amount not to exceed the Qualified Loan Amount. The borrower's fee interest in the Property and Improvements is to be free of any encumbrances or liens other than MONYMI's first lien.

2. Hazard Insurance

Original paid-up hazard insurance policies in forms, companies and amounts actually acceptable to MONYMI are to be delivered to it, including broad form extended coverage endorsements, vandalism, malicious mischief and rent coverage, with loss payable to the mortgagee as its interest appears.

3. Initial Disbursement

MONYMI reserves the unqualified right to terminate this commitment by written notice in the event its initial disbursement hereunder shall not have been made by the Termination Date, or to the extent any subsequent disbursement provided for in the Special Conditions shall not have been made in accordance with the provision therefor, but its failure so to terminate immediately following such date or dates shall not be construed as in anywise postponing the date after which a declaration of termination may be made, and such right to terminate shall, without limitation, be available to MONYMI at any time after the dates mentioned.

4. Government Compliance

MONYMI shall be furnished certificate(s) of occupancy and such other evidence as it may require to establish that the improvements and their intended use comply with all applicable zoning and other requirements of the public authorities having jurisdiction, including, but not limited to, compliance with National Environmental Policy Act and any other applicable Federal, state, municipal or local environmental impact or energy laws or regulations.

5. Leases

(a) All Improvements shall be in tenantable condition and free of structural deficiency and, under instruments acceptable to MONYMI, there shall be actual occupancy of the Property on the basis and to the extent indicated in the preliminary material below-mentioned and as and if further specified in the Special Conditions. An assignment of the landlord's position under all leases or rental agreements, free of any prior interest in said leases or rents, in form and content satisfactory to MONYMI, shall be obtained, which assignment shall subject said leases or rental agreements to MONYMI's control against modifications, prepayment or termination except as MONYMI may otherwise authorize.

(b) All leases affecting the Property are to be satisfactory to MONYMI's counsel in all respects, subordinate or superior at its option, to its first lien. No lease shall be subordinate to a lien or charge other than that held by MONYMI. The leases are to comply with such other and further requirements as may be set forth herein and/or in the Special Conditions.

6. Evidence of Rental Achievement

Evidence that any occupancy and rental requirements called for herein and/or in the Special Conditions have been met shall be in the form of (a) a current certified rent roll and certifications by the borrower satisfactory to MONYMI that all leases have been examined, are firm and contain no offsets or concessions; that no rents have been collected for more than two months in advance and that all tenants are in actual physical possession of their respective premises and paying rent; and (b) tenant estoppel statements certifying that all leases are in full force and effect on the terms specified in the instruments approved by MONYMI, and that all requirements on the landlord's part have been fully performed.

• MONYMI Interim Loan Commitment (Standby)
Page 3

7. Loan Documents

The loan documents as to form and content are to be acceptable to MONYMI's counsel, are to be joined in by all signatories needed to create the security interest provided for herein, and are to include all terms and provisions customarily incorporated in MONYMI's documents and a perimeter description of the Property, unless our counsel otherwise approves, and such other provisions as may be set out herein and/or in the Special Conditions.

8. Loan Document Provisions:

The Loan documents shall include specific provisions that:

(a) Within 90 days after the close of each fiscal year of the operation of the Property, MONYMI shall be furnished an annual operating statement, in form and detail satisfactory to it prepared by a certified public accountant acceptable to MONYMI or supported by the affidavit of a principal in the ownership of the Property;

(b) No rent shall be collected from any tenant for any reason more than two months in advance of the accrual thereof;

(c) All that is needed on the borrower's part to keep any ground lease or leases and all space leases in force shall be duly performed;

(d) Any furniture or furnishings at any time used in the operation of the Property shall be constituted part of the security and shall be free of liens prior to our first lien;

(e) Prior to full payment of the loan, no mortgage or deed of trust of junior rank shall be in force other than on a basis of express subordination to all leases made or to be made;

(f) There shall be no construction on the Property or on any adjoining land at any time owned or controlled by borrower or related business entities, unless plans and specifications for such construction shall have first been submitted to MONYMI and have been approved by it in its judgment as entailing no prejudice to the loan;

(g) The borrower make monthly deposits to cover accruals of real estate taxes and assessments;

(h) A property management contract satisfactory to MONYMI with a professional manager acceptable to it shall be in force at all times during the term of the loan. In the event of any change of management or termination or modification of the management contract without MONYMI's prior written approval, MONYMI may at its sole option declare the loan immediately due and payable;

(i) There shall be maintained at all times during the term of the loan not less than the number of paved, on-site parking spaces listed under the description of Property and Improvements and the minimum parking requirements of all leases and of zoning and all applicable governmental laws and regulations shall at all times be complied with during the term of this loan;

(j) MONYMI shall be granted the right of first refusal to provide financing for any improvements to be built on the Property or on adjacent properties owned or controlled by the borrower or related business entities;

(k) There shall be no secondary financing without MONYMI's prior written consent; and

(l) The borrower shall perform all agreements, undertakings and functions necessary to operate the premises in a first-class manner for the purpose for which it was constructed.

9. Transfer of Ownership

The present ownership of the property is a material inducement to MONYMI in the making of the loan called for by this commitment. Accordingly, the loan documents shall contain a covenant satisfactory to MONYMI's counsel that during the term of the loan, title to the property shall be vested solely in mortgagor and if at any time during the term all or any part of the property shall, without the prior written consent of MONYMI, be conveyed or transferred, the indebtedness secured thereby shall, at the option of MONYMI become

MONYMI Interim Loan Commitment (Standby)
Page 4

immediately due and payable. MONYMI will agree not to withhold its consent to a change in ownership if the new owner or owners have a satisfactory credit standing and qualified management ability to operate the property described in the mortgage in mortgagee's sole judgment as a prudent lender. However, such approval may be conditioned upon payment of a reasonable fee for processing a request for approval and an increase in the rate of interest on the unpaid balance of the indebtedness to a current market rate.

10. Usury

MONYMI's counsel shall be satisfied that all fees and charges respecting the making of the loan will result in no exceeding of any applicable interest limitation of the jurisdiction in which the Property securing the loan is located. The loan shall otherwise in all respects be legal and shall not violate any applicable law or other requirements of any governmental authority.

11. Expenses

The transaction is to be handled without expense to MONYMI and MONYMI is to be held harmless from any and all expenses relating thereto, including, but not limited to, all claims of brokerage in any way related to the transaction, appraisal and credit report costs and attorney's fees as provided for herein. Your obligation for such expenses shall be in addition to your obligation to pay the amount of liquidated damages, referred to below.

12. Material Adverse Change

The issuance of this commitment is based upon the accuracy of (i) the representations and statements of the applicant, (ii) the preliminary appraisal, if any, and (iii) all additional information, representations, exhibits and other matter submitted to MONYMI. MONYMI shall have the option, in addition to the other options elsewhere specified, to terminate this commitment by written notice, if there shall have been any material misrepresentation or misstatement or any material error in the factual data, or, if, prior to disbursement of MONYMI's funds (1) there shall have been a material adverse change in the state of facts indicated therein, or (2) there shall have been substantial damage to the land or buildings, or undue settlement of the improvements, or (3) the buildings are not in tenantable condition, or (4) the applicants (or if the applicant is a corporation or unincorporated group, the principal sponsors) have become insolvent, bankrupt or incapacitated.

13. Appraisal

The Property and Improvements are (or are to be) more particularly described in the Appraisal referred to on page one (1) of this commitment.

14. Title Insurance

MONYMI is to be furnished a mortgagee's policy of title insurance in form and content and written by a company or companies acceptable to its counsel. In addition, MONYMI is to receive evidence satisfactory to it that the Property adjoins or has unobstructed, uninterrupted pedestrian and vehicular access to a dedicated public street.

15. Survey

Prior to disbursement, there shall be submitted a survey duly certified to MONYMI by a licensed land surveyor acceptable to the title insurer and current to the time of disbursement, showing a state of facts satisfactory to MONYMI, including location of all improvements, easements, parking, curbs, landscaping, access ways, monuments, and all visible objects on the ground. Said survey shall incorporate therein a perimeter description of the Property unless MONYMI's counsel otherwise approves.

16. Closing

The closing of the loan contemplated hereby (herein referred to as the "Closing") shall occur at such place as MONYMI may designate, at such time and on a date (herein referred to as the "Closing Date") specified by MONYMI not later than the Termination Date (unless extended by MONYMI for a period not to exceed four months at its sole option by written notice to borrower) following compliance by borrower with all of the terms and conditions of this commitment.

MONYMI Interim Loan Commitment (standby)
Page 5

17. Termination

MONYMI reserves the unqualified right to terminate this commitment by written notice in the event its disbursement hereunder shall not have been made by the Termination Date, but its failure so to terminate immediately following such date shall not be construed as in anywise postponing the date after which a declaration of termination may be made, and such right to terminate shall, without limitation, be available to MONYMI at any time after the date mentioned.

Notwithstanding and in addition to any other options elsewhere specified, MONYMI shall have the option to terminate this commitment by written notice if the borrower defaults under any of the terms or conditions hereof.

18. Exculpation

By the acceptance of this commitment, the borrower agrees to look solely to the actual assets of MONYMI for redress in the event of any suit at law or claim based upon, growing out of, or arising out of this commitment or any loan made hereunder, and in no event shall any of the officers or trustees of said Trust, whether actual parties to this document or otherwise, or any shareholders, have a personal responsibility or obligation, borrower hereby agreeing that such suit or claim will, if directed against such officers and/or trustees, be directed against them solely in their representative capacities.

19. Amendment and Assignment

This commitment may be amended only by a writing executed by us and is not assignable without our prior written consent.

20. MONYMI's Counsel

MONYMI's designated counsel will work with Richard Ridloff, Esq., Vice President-Law and Secretary, MONY Mortgage Investors, 1740 Broadway, New York, New York 10019. After accepting this commitment, the borrower is requested to promptly get in touch with our counsel for the purpose of arranging for the preparation of the Loan Documents and other items necessary for the closing. All correspondence and material concerned with the closing should be marked for Mr. Ridloff's attention as well. By the acceptance of this commitment, the borrower agrees to pay the fees, charges and expenses of MONYMI's counsel whether or not we acquire the loan.

21. Damages

Notwithstanding and in addition to other provisions for fees or expenses contained elsewhere in this commitment, MONYMI will be deemed to have earned the Nonrefundable Commitment Fee and Processing Fee upon issuance of this commitment in compliance with the terms set forth in the application. MONYMI specifically reserves any and all rights it may have in law or in equity, including, but not limited to, specific performance, and damages for loss of bargain in the event of a default hereunder by the borrower.

22. Time of Essence

Time is of the essence of this commitment.

23. Waiver

No waiver by MONYMI of any breach by borrower of any provision of this commitment shall be deemed to be a waiver of any subsequent or continuing breach of the same; or of any other provision of this commitment; nor shall any forbearance by MONYMI from the exercise of a remedy for any such breach be deemed to be a waiver of any of its rights or remedies with respect to such breach.

24. Captions

The captions of this commitment are inserted only for the purpose of convenient reference and do not define, limit or prescribe the scope or intent of this commitment or any part hereof.

"SPECIAL CONDITIONS"

MONTMI COMMITMENT NO. MS-3

DATED: MARCH 4, 1983**1. Pre-Renovation Requirements:**

Prior to proceeding with renovation of any Proposed Improvements, the following shall be submitted to and accepted in writing by the Advisor:

- (a) A complete set of the final plans, specifications and soil report (which shall also be submitted to the Advisor's Home Office Engineering Division at 1740 Broadway, New York, N. Y. 10019 and the Inspecting Architect). These documents shall be prepared by and bear the seal of the Architect and Engineers of Record who shall be registered and practicing in the area in which the Property is situated. The soil report shall be made by a reputable Soils Engineer registered and practicing in the area. Final plans and specifications shall indicate scope of tenant improvements and show two (2) typical possible tenant layouts. All changes to accepted plans and specifications and/or construction must be approved in writing by the Advisor's Engineering Division prior to being incorporated into the construction. Failure to obtain such approval shall result, at MONTMI's option, in the termination of this Commitment.

In the event that a major change is proposed to be made to the accepted final plans and specifications, MONTMI reserves the right to charge a reasonable fee for processing of each such change.

Examination and acceptance of plans, specifications and soil report by MONTMI and/or the Advisor shall not be interpreted to imply any responsibility on the part of MONTMI and/or the Advisor for the legal sufficiency of the plans, specifications, and soil report or for the structural soundness of the Proposed Improvements.

- (b) A detailed cost breakdown on MONTMI forms showing all costs for renovating the Proposed Improvements with the approval on our form of the Inspecting Architect that the cost breakdown is reasonable and accurate being noted thereon.
- (c) Evidence that the Building is designed for energy conservation in accordance with ASHRAE Standard 90-80 (or latest edition), or equal.
- (d) A building permit and any applicable ecological permits and other approvals issued by the applicable government entity permitting renovation of the Proposed Improvements.

2. Beginning of Renovation:

Renovation is to start within 60 days after the acceptance by the Advisor of all Pre-Renovation Requirements but in no event later than 120 days from the date of this Commitment and shall be carried forward in accordance with the accepted plans and specifications, with reasonable diligence except for cause beyond the Borrower's control (lack of financing not being deemed beyond Borrower's Control); otherwise MONTMI shall have the option, in addition to the options elsewhere specified, to terminate this Commitment by written notice.

3. Renovation Phase:

- (a) During renovation, the Inspecting Architect shall make inspections, not less frequently than monthly, and shall on the Advisor's forms furnish written reports, accompanied by color photographs by the 20th of each month which also shall indicate any changes from the accepted plans and specifications and any variations from good construction practices.
- (b) There shall be submitted to the Advisor the final certified cost statement and the periodic construction loan draw requests as and when such statement and requests are submitted to the provider of construction financing.
- (c) Upon completion of the roofing the Inspecting Architect shall certify that on the basis of an adequate number of personal inspections the roofing has been installed in accordance with accepted plans and specifications and manufacturer's recommendations. The Inspecting Architect shall have the right to require any testing he deems necessary in order to make said certification.

4. Completion of Renovated Improvements:

Completion of all Renovated Improvements and proper installation of required equipment is to be accomplished not less than thirty days in advance of the Termination Date and is to be evidenced by:

MONYMI MORTGAGE STANDBY COMMITMENT
SPECIAL CONDITIONS
PAGE TWO

- (a) Certification on his letterhead by the Inspecting Architect that, based upon his personal inspections (not less frequently than monthly) during construction, all work has been completed in a good workmanlike manner in accordance with (1) the plans, specifications and soil report accepted by the Advisor (without variations other than those first approved by it in writing), (2) that direct connection has been made with all public utilities, including, where applicable, gas, electricity, sanitary sewer and water, (3) that he has reviewed and, subject to the concurrent approval of MONYMI's counsel, is satisfied with the certificate of occupancy, and (4) that the Improvements as renovated satisfy all applicable environmental, zoning and building laws and regulations.
 - (b) Certification by the Appraiser that he has periodically personally inspected the Proposed Improvements during construction and finds them completed in accordance with the plans and specifications and appraisal accepted by the Advisor.
 - (c) Certification by the Advisor's Regional Office stating that it has inspected the Renovated Improvements and finds them completed in accordance with the accepted plans and specifications.
5. Within 60 days from the date hereof, MONYMI is to receive and approve an appraisal prepared by an MAI appraiser acceptable to MONYMI. Prior to disbursement, MONYMI is to receive a confirmatory appraisal prepared by an MAI appraiser acceptable to MONYMI. The Qualified Loan Amount shall in no event exceed the lesser of \$3,230,000 or 75% of the value established by such confirmatory appraisal.
 6. No funding shall take place hereunder until the Improvements are completely renovated, evidenced as required herein.
 7. In the event interest accrues during any month in excess of the mandatory repayment amount, payment of such interest and interest thereon at the contract rate, to the extent permitted by law, will be deferred until the earlier of maturity of the loan or payment of mandatory repayments in excess of the interest accrued, provided however, that any such deferred interest shall not exceed at any one time 10% of the outstanding loan principal, with interest accrued in excess of such amount payable monthly, together with the mandatory repayment. In the event the mandatory repayment amount exceeds accrued interest during any particular month, the difference will first be applied toward payment of any interest deferred and interest on said deferred interest to the extent permitted by law and thereafter as a reduction in the mandatory repayment due for the particular month.
 8. The Non-Refundable Commitment Fee shall be deemed fully earned as of the acceptance of this Commitment, notwithstanding any termination of this Commitment prior to the Termination Date. As indicated on page 1 of this Commitment, the Borrower shall have the option to extend the Termination Date for six successive periods of six months (with each extension period conditioned upon exercise of the option for the prior extension period) upon payment prior to each extension period of an Additional Non-Refundable Commitment Fee of \$30,000. Such fees shall be deemed fully earned as of the commencement date of each extension period notwithstanding any termination of the Commitment prior to the end of the extension period. Each extension of the Termination Date is further conditioned upon there being no default hereunder by Borrower nor any prior termination of the Commitment by MONYMI as provided for in this Commitment. In addition, each extension will become effective only if we are provided written notice of Borrower's intent to exercise the option to extend along with requisite Non-Refundable Commitment Fee at least 30 days prior to the Termination Date.
 9. Borrower acknowledges that this is a Standby Commitment and that it is not actually intended for MONYMI to fund the loan. However, should MONYMI be called upon to fund the loan it will do so pursuant to the terms hereof upon compliance with all requisite conditions of this Commitment, which must be complied with by the time specified herein but no later than the Termination Date.
 10. (a) The Qualified Loan shall be disbursed upon compliance with all requisites of this Commitment.
(b) An additional disbursement of \$570,000 will be made within 12 months of the initial Closing but in no event later than March 31, 1988, upon reaching breakeven, defined as actual physical occupancy of 87% of the NRA of the Improvements by bona fide tenants paying rentals averaging a minimum of \$13.50/sq. ft. NRA for the office tower (Floors 2 - 14 inclusive), \$12/ sq. ft. NRA for the first floor, and \$6/sq. ft. NRA for the basement area, all pursuant to leases acceptable to MONYMI in all respects

**MONYMI MORTGAGE STANDBY COMMITMENT
SPECIAL CONDITIONS
PAGE THREE**

In lieu of the rental achievement called for herein, the Borrower may qualify for the additional disbursement by providing MONYMI with an unconditional, irrevocable letter of credit in the amount of \$570,000, satisfactory to MONYMI in all respects and to be on the form attached hereto as Exhibit B, which letter of credit is to remain valid until the aforesaid rental achievement is attained, evidenced as required herein, and upon such attainment, will be returned to the Borrower; provided, however, that in the event of a default under the loan, the letter of credit may be cashed by MONYMI and applied at its option toward the payment of interest and/or principal due under the loan.

11. The initial disbursement called for herein anticipates 100% completion of the improvements, including full finish of individual space units. In the event that any interior improvements shall remain unfinished at the time the loan has otherwise qualified for the disbursement called for herein, MONYMI will disburse the amount for which the Borrower has qualified provided a sum equal to 110% of the cost of completing all unfinished tenant improvements (the "tenant finish funds"), (such cost to be estimated by the borrower's architect but approved by MONYMI and the Inspecting Architect to be designated by the Engineering Dept. of the Advisor to MONYMI), is placed by the Borrower into a title indemnity escrow at a title company satisfactory to MONYMI, under terms satisfactory to MONYMI, and in any event including provisions that the funds so deposited (or the remaining portion thereof) shall be paid over to MONYMI in the event of a default under the provisions of the note, the mortgage or other loan documents or in the event that Borrower fails to complete the tenant improvements as required in order to comply with the requirements of applicable tenant leases. At the time of the establishment of the title indemnity escrow, the Borrower shall execute and deliver to MONYMI a guaranty in form satisfactory to MONYMI guaranteeing to MONYMI that it will complete said tenant improvements without cost or expense to MONYMI and free of liens.

Disbursements from the title indemnity escrow shall be used to pay for the cost of tenant improvements. The title indemnity escrow shall provide for the release of funds upon receipt of evidence satisfactory to MONYMI and the title company that all work for which payment is requested has been satisfactorily completed and that the Property is free of all mechanics' and materialmen's liens and that the space for which work has been completed is physically occupied by tenants actually paying rent pursuant to leases. The funds are to be released no more frequently than monthly in increments of not less than \$25,000. In the event the escrow funds are not fully disbursed within 12 months following initial disbursement, such funds may, at MONYMI's sole option, be applied in reduction of the principal balance of the loan or to complete unfinished tenant space or MONYMI may elect to extend the title indemnity escrow. The title policy must at all times include full mechanics' lien coverage.

12. All construction during the life of the commitment or any loan made pursuant hereto, including but not limited to any tenant finish work is to have the express written approval of MONYMI.
13. MONYMI acknowledges that the Borrower is applying for an Urban Development Action Grant in the amount of \$844,126 and approves a second mortgage pursuant to the terms of such Grant provided such terms and conditions are first approved by MONYMI in writing and the holder of such second mortgage agrees to any conditions for secondary financing as set forth in this commitment and further agrees to subordinate its mortgage to the lien of the mortgage contemplated hereby and/or to another first mortgage regardless of amount, entered into at then current rates and terms either in lieu of the mortgage called for herein or in replacement thereof. Such secondary mortgages is also to agree to waive collection of any debt service payments due under its second mortgage so long as there exists any deferred interest outstanding under MONYMI's mortgage and that so long as MONYMI's mortgage remains outstanding, it will not declare a default under its loan, accelerate payment nor otherwise enforce the provisions of its loan documents without first satisfying MONYMI's loan in full.

No other secondary financing shall be permitted under MONYMI's loan.

14. The Inspecting Architect referred to herein is to be designated by the Advisor's Home Office Engineering Division. The fees of the Inspecting Architect are to be the responsibility of the Borrower and are to be paid periodically when due; provided, however, that under no circumstances shall the Borrower advance funds directly to the Inspecting Architect, it being a requirement hereof that any such funds payable by the Borrower on account of the Inspecting Architect's fees shall be remitted to the Advisor for payment to the Inspecting Architect.

MONYMI Commitment No. MS-3
Dated: March 4, 1983

EXHIBIT A

Renovation of the subject building shall include but not be limited to the following items. All items and workmanship shall be of a quality satisfactory to MONYMI, and this list is subject to receipt and approval by MONYMI and the inspecting architect of final plans and specifications.

1. New tinted thermal pane double hung windows throughout.
2. Fire escape on west side of building to be removed.
3. All exterior brick work is to be tuck pointed and cleaned.
All terra cotta will be cleaned and will be repaired as necessary.
4. The lobby (first floor) is to be enlarged per the drawings by Booth Hansen & Associates. New terrazzo floors, dry-wall and wood paneling are to be installed throughout. New acoustical ceilings and indirect lighting are to be installed throughout.
5. The new shafts (2) and passenger elevator cabs (2) are to be installed. New elevators are to be high speed.
6. A new roof is to be installed.
7. A new HVAC system is to be installed including gas-fired boiler and roof mounted chiller. New air handling equipment is to be installed throughout.
8. The electrical system is to be modernized including new wiring and electrical outlets.
9. Tenant floors are to be gutted and new tenant finish is to be installed throughout. New tenant finish is to include solid core hardwood entry doors, carpet, suspended acoustical tile ceilings, painted drywall demising walls, and electrical outlets.
10. New bathrooms are to be installed in all floors.

MONY MORTGAGE INVESTORS

A MASSACHUSETTS TRUST

FRANK M. KRIETE
Loan Officer
(212) 708-2046

PRINCIPAL OFFICE
1740 BROADWAY
NEW YORK, N.Y. 10019

May 3, 1983

Community Resources Corporation of Illinois
205 West Wacker Drive - Suite 1800
Chicago, Illinois 60606

Attention: Mr. Ivan Himmel, President

Re: Commitment MS-3
542 South Dearborn Street
Chicago, Illinois

Gentlemen:

In reply to your letter of April 18, 1983, the requirements of our commitment for the captioned loan are hereby further modified and/or clarified to the following extent only (the numbered paragraphs correspond to those in your letter):

1. It is confirmed that completion of renovation work is not a pre-requisite to extension of the commitment termination date.
2. The supplement to Item 9 of General Conditions, contained in our letter of March 29, 1983, is replaced in its entirety by the following:
"Notwithstanding the provisions hereof, syndication of the property will be acceptable to MONYMI provided Community Resources Corporation of Illinois or a wholly owned subsidiary thereof whose liabilities are fully assumed by Community Resources Corporation, is the general partner."
3. With reference to General Conditions Item 12, subsection (iii)(4), the bankruptcy, insolvency or incapacitation of some of the principal sponsors of Community Resources Corporation will not result in a material adverse change as contemplated in this section, provided that should such bankruptcy, insolvency or incapacitation occur, one or more of the remaining principals of Community Resources Corporation of Illinois will assume, either through purchase or liquidation of debt, the bankrupt principal's position in Community Resources Corporation of Illinois.
4. Item 12 of Special Conditions remains unchanged.

The Declaration of Trust establishing MONY Mortgage Investors (the Trust), dated February 25, 1970, a copy of which, together with all amendments thereto (the "Declaration"), is duly filed in the office of the Secretary of the Commonwealth of Massachusetts, provides that the name "MONY Mortgage Investors" refers to the trustees under the Declaration collectively as trustees, but not individually or personally, and that no trustee, officer, shareholder, employee or agent of the Trust shall be held to any personal liability, jointly or severally, for any obligation of, or claim against, the Trust. All persons dealing with the Trust, in any way, shall look only to the assets of the Trust for the payment of any sum or the performance of any obligation.

May 3, 1983

Community Resources Corporation
of Illinois
Re: Commitment MS-3
Page: 2

MONY's Engineering Division has reviewed the revised Exhibit A submitted with your March 16th letter and reports that it finds the proposed changes to be unacceptable. The following comments relate specifically to the items in the revised exhibit:

1. We have no objection to fixed windows-but they must at least look like the original double-hung windows.
2. The fire escape is unsightly and a probable safety hazard which must be removed. The building department will not object if the two new stairwells are installed as originally proposed.
3. Cleaning and repair of brickwork and terra-cotta is essential.
4. The next to last sentence should be revised to read "...and shall be subject to MONYMI's acceptance."
5. The elevators must be in properly fire rated shafts.
6. A second sentence should be added: "The roof framing shall be repaired or replaced if determined necessary after inspection by a licensed structural engineer."
7. The borrower should be advised that we will not accept electric heat.
11. The existing freight elevator must be replaced with a freight-passenger (swing) elevator to provide acceptable service.
12. There must be two fire rated enclosed stairwells.


The Engineering Division further states that based upon discussions with MONY's Chicago Real Estate Investment Office, it was understood that quote, "the original Exhibit A was to be revised to call for a new freight elevator and a new enclosed stairwell," and "this building was to be a complete rehabilitation, which we interpret as upgrading to meet current building codes and standards in all respects. The developer appears to be now proposing something less than a complete rehabilitation. We believe the city will and should treat this rehabilitation as if it were new construction in almost all respects."

May 3, 1983

Community Resources Corporation
of Illinois
Re: Commitment MS-3
Page: 3

For our commitment to become effective, we require that you indicate your unconditional acceptance thereof as previously amended and as hereby amended and/or clarified, by signing and returning to us a copy of this letter no later than May 13, 1983.

Very truly yours,


Frank M. Kriete
Loan Officer

FMK:vc
cc: Messrs: Frank J. Karth
Tom Wagner

Agreed To and Accepted This
Day of 1983

By: _____

Title: _____

Community Resources Corporation of Illinois

May 17, 1983

Mony Mortgage Investors
1740 Broadway
New York, NY 10019

Attn: Mr. Frank M. Kriete

RE: Commitment No. MS-3
542 S. Dearborn St.
Chicago, IL

Gentlemen:

In reply to your letter of May 3, 1983 we believe that items one, two, and three of that letter are satisfactory clarifications of our request. In number four referring to Special Conditions, item 12, we requested a time limit on approval of leases and plans and specifications. Such a time frame was discussed with the Chicago office and we believe that we must respond to prospective tenants in a timely manner. We anticipate most future tenants of this building to be of a size of a floor or less. It has been our experience that such size tenants do not leave enough lead time to properly construct their spaces. Hence our request for a reasonable time frame for a response.

In our earlier letter we mentioned it might not be possible to comply with ASHRAE 90-80 see section Special Condition 1(c). After investigation we have confirmed (a letter of explanation will follow) that we cannot comply with ASHRAE 90-80.

In regards to your comments to the revised exhibit A, we talked to Tom Magner of your office late last week and reviewed the work list. Basically he was advised that the construction will be in accordance with all building codes, but the design had not been finalized. We intend to make the building a first class renovation, but how we finalize the work on the fire escapes, interior stairwells, etc., has not yet been determined. In the near future we will be forwarding plans based on our final decisions for your review. However, we do acknowledge that we will not use an all electric heat system for the building. Item 11 discusses the conversion of the existing freight elevator to a freight-passenger elevator. While

Community Resources Corporation of Illinois

May 17, 1983
Mony Mortgage Investors
Page two

it is our intent to do this work we do not plan to do it until all the improvements (including tenant improvements) have been put in place. Therefore, the commitment should not be subject to the completion of the elevator conversion in order to qualify for the base loan, however, we can set up a reserve for its completion.

After you have had an opportunity to review the enclosed please feel free to call us with any questions. We look forward to our working together on this project.

Very truly yours,

COMMUNITY RESOURCES CORPORATION
OF ILLINOIS

BY: 

Ivan Rimmel, President

IH:js

cc: Frank J. Karth
Mutual of New York
1 E. Wacker
Chicago, IL

Dave Livingston
Baird & Warner
115 S. LaSalle
Chicago, IL 60603

THOMAS P. MAGNEN, JR.
ASSISTANT GENERAL COUNSELLOR

MONY

May 17, 1983

Mr. Ivan Himmel
President
Community Resources Corp. of Illinois
205 West Wacker Drive - Suite 1800
Chicago, Illinois 60606

Re: Commitment MS-3 - 542 South Dearborn Street
Chicago, Illinois

Dear Mr. Himmel:

This is to supplement our previous comments regarding your proposed revisions to Exhibit "A" of the commitment:

Item 2 - Fire Escape - We do not object to leaving the fire escape in place if required to maintain building landmark status. However, the fire escape should be restored but not relied on as a means of egress.

Item 3 - Cleaning & Repair - We consider cleaning and repair of brickwork and terra cotta essential. The method of cleaning should be specified and should be selected after test cleaning of small areas.

Item 5 - We consider fire rated enclosure of the elevators as essential for the safety of the occupants.

Item 11 - We have no objection to delaying installation of the new freight-passenger elevator until the demolition and rehabilitation work is completed. If MONYMI were called upon to fund, an escrow for this elevator work would be required. We reiterate our opinion that this third elevator should be a passenger/freight elevator under group control to provide minimum acceptable service.

Item 12 - We consider two interior fire rated enclosed stairs as essential for the safety of the occupants.

Based on my telephone conversation with Jeff Himmel on May 16th,

THE MUTUAL LIFE INSURANCE
COMPANY OF NEW YORK
1740 BROADWAY
NEW YORK, NEW YORK 10019
212/708/2068
One of the MONY Family of Financial Companies

Mr. Ivan Himmel
May 17, 1983
Page 2.

we understand that you have no problem with our comments
of May 3rd, items 1, 4, 6, 7 of your proposed revision of
Exhibit "A".

Yours truly,



Thomas P. Wagner, PE
Assistant Director of Engineering

cc: Frank Kriete
Rich Ridloff
Tom Borow

THOMAS P. MAGNER, PE
ASSISTANT DIRECTOR OF ENGINEERING

MONY June 10, 1983

Mr. Ivan Himmel
President
Community Resources Corp. of Illinois
205 West Wacker Drive - Suite 1800
Chicago, Illinois 60606

RE.: MONYMI Commitment MS-3 - 542 South Dearborn Street
Chicago, Illinois

Dear Mr. Himmel,

Based on our previous discussions it is our understanding that you believe the Building Department may not require a second interior stair and fire rated enclosures of the existing stair and elevator shafts, but may instead accept alternate measures to insure the safety of the occupants. If alternate measures are acceptable to the Building Department we will have no objection to omitting the second interior stair and the fire rated enclosures of the existing stair and elevator shafts.

Please forward final plans and specifications for our review and acceptance as soon as they are available.

Yours truly,

Thomas P. Magner
Thomas P. Magner, PE
Assistant Director of Engineering

cc.: Frank Kriete
Rich Ridloff
Frank Karth
Dave Livingston

TPM/msa

THE MONY LIFE INSURANCE
COMPANY OF NEW YORK
170 BROADWAY
NEW YORK, NEW YORK 10019
212-708-2058
One of the MONY Family of Financial Companies

Community Resources Corporation of Illinois

June 14, 1983

Mony Mortgage Investors
1740 Broadway
New York, NY 10019

Attention: Mr. Frank M. Kriete

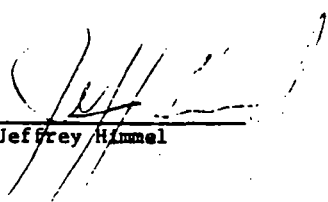
Re: Commitment MS-3
542 South Dearborn St.
Chicago, Illinois

Dear Mr. Kriete:

Enclosed please find our acceptance of Commitment #MS-3.

Sincerely,

COMMUNITY RESOURCES CORPORATION OF ILLINOIS

By: 
Jeffrey Himmel

Encl.

JH:sr

(Continued from page 4499)

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--42.

Nays--None.

Alderman Burke moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said communication appointing members to Special Service Area No. 3:

CHICAGO, January 9, 1984.

To the Honorable Chairman of the Finance Committee of the City Council of the City of Chicago:

DEAR MR. CHAIRMAN--At the request of the Commissioner of the Department of Economic Development, I hereby appoint the following nine individuals to the Special Service Area No. 3 Chicago Southwest Business Growth Area Commission and request the concurrence of the City Council of the City of Chicago in these appointments.

- | | |
|---------------------------|---------------|
| 1. Ms. Georganne Bartosik | (2 year term) |
| 2. Mr. Wally Said | (1 year term) |
| 3. Mr. James F. Rice, Jr. | (3 year term) |
| 4. Mr. Allen Shemetulskis | (3 year term) |
| 5. Mr. Terrence Sullivan | (3 year term) |
| 6. Mr. Gintaras Cepenas | (1 year term) |
| 7. Mr. Joseph McCurry | (1 year term) |
| 8. Mr. Robert Kempton | (3 year term) |
| 9. Mr. Joseph Hoffman | (1 year term) |

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

**Approval Given to Mayor's Appointments for Special
Service Area Number Four.**

The Committee on Finance submitted the following report:

CHICAGO, January 11, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication recommending approval of the appointment of members to the 95th Street Special Service Area Commission for Special Service Area Number Four, located in the general area of 95th Street between Ashland and Western Avenues, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke the said appointments were *Approved*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--42.

Nays--None.

Alderman Burke moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said communication appointing members to Special Service Area No. 4.

January 9, 1984.

To the Honorable Chairman of the Finance Committee of the City Council of the City of Chicago:

DEAR MR. CHAIRMAN--At the request of the Commissioner of the Department of Economic Development, I hereby appoint the following nine individuals to the Special Service Area No. 4 95th Street Special Service Area Commission and request the concurrence of the City Council of the City of Chicago in these appointments.

- | | |
|----------------------------|----------------|
| 1. Dr. Alfred Bean | (1 year term) |
| 2. Mr. Ron Blackman | (2 year term) |
| 3. Mr. Vince Gavin | (1 year term) |
| 4. Ms. Julia Girsch | (1 year term) |
| 5. Mr. Harold Himmel | (3 year term) |
| 6. Mr. Otto Kaiserover | (3 year term) |
| 7. Dr. Roosevelt Kimbrough | (2 year term) |
| 8. Mr. Emil Mahler | (3 year term) |
| 9. Mr. Vince Sheridan | (2 year term). |

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

**Approval Given to Mayor's Appointments for Special
Service Area Number Five.**

The Committee on Finance submitted the following report:

CHICAGO, January 11, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication recommending approval of the appointment of members to the Commercial Avenue Commission for Special Service Area Number Five, located in the general area of Commercial Avenue between 87th Street and 93rd Street having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke the said appointments were *Approved* by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schultzer, Volini, Orr--42.

Nays--None.

Alderman Burke moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said communication appointing members to Special Service Area No. 5:

January 9, 1984.

To the Honorable Chairman of the Finance Committee of the City Council of the City of Chicago:

DEAR MR. CHAIRMAN--At the request of the Commissioner of the Department of Economic Development, I hereby appoint the following five individuals to the Special Service Area No. 5 Commercial Avenue Commission and request the concurrence of the City Council of the City of Chicago in these appointments.

- | | |
|-----------------------------|----------------|
| 1. Mr. Vincent C. Lepetzky | (3 year term) |
| 2. Mr. Carlos J. Martinez | (2 year term) |
| 3. Mrs. Barbara K. Minster | (3 year term) |
| 4. Mr. Alejandro S. Polanco | (3 year term) |
| 5. Mr. Russell D. Sandbert | (2 year term). |

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

**Authority Granted for Issuance of Free Permits for Certain
Charitable, Educational and Religious Institutions.**

The Committee on Finance to which had been referred (December 22 and 28, 1983) two proposed ordinances transmitted therewith to authorize issuance of free permits for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawver, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--43:

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

FREE PERMITS.

The Chicago Association for Retarded Citizens.

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 Chicago Association for Retarded Citizens for electrical installations by the Argo Electric Company, Inc., No. 2737 W. Diversey Avenue, on the premises known as No. 11321 S. Wentworth Avenue.

Said building shall be used exclusively for retarded citizenry 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.

Norwegian American 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 Norwegian American Hospital, No. 1044 N. Francisco Avenue for remodeling and construction of newborn nursery on the premises known as No. 1044 N. Francisco 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.

**City Comptroller Authorized and Directed to Cancel Warrants for
Collection Issued Against Certain Charitable, Educational
and Religious Institutions.**

The Committee on Finance to which had been referred on December 22, 1983, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Carriage House/Northwestern Memorial Hospital No. 215 E. Chicago Avenue	P1-308038 (Fuel Burn. Equip.)	\$ 210.00
Northwestern Memorial Hospital No. 244 E. Pearson Street	B2-360646 (Rev. Door)	10.00
Winthrop Towers (H.U.D.) No. 4850 N. Winthrop Avenue	F4-327680 (Mech. Vent.)	137.50

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

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr--43.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Authority Granted for Payments of Hospital, Medical and
Nursing Services Rendered Certain Injured
Members of Police and Fire Depts.**

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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--43.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said order as passed:

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

[Regular Orders printed on pages 4545 thru 4546
of this Journal.]

and

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

[Third Party Orders printed on page 4547
of this Journal.]

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING
PLACEMENT OF "TAXPAYER RELIEF ACT" AS ADVISORY
REFERENDUM ON GENERAL PRIMARY ELECTION
BALLOT, MARCH 20, 1984.

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

(Continued on page 4548)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/84

REGULAR ORDERS

NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ALLIEN	POLICE OFFICER	SIXTH DISTRICT	10/01/83	136.00
BALICKI	POLICE OFFICER	FOURTEENTH DISTRICT	9/25/83	314.00
BARTHOLOMEW	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/03/83	110.00
BARRY	POLICE OFFICER	FOURTEENTH DISTRICT	9/17/83	610.00
BATKA	POLICE OFFICER	EIGHTH DISTRICT	10/20/83	206.00
BURKERS	POLICE OFFICER	FIFTEENTH DISTRICT	8/30/83	170.00
BURKERS	POLICE OFFICER	FIFTEENTH DISTRICT	8/14/83	198.00
BURKERS	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	10/28/83	200.75
BURKERS	POLICE OFFICER	NINTH DISTRICT	10/01/83	142.50
BURKERS	POLICE OFFICER	FOURTEENTH DISTRICT	10/09/83	298.00
BURKERS	POLICE OFFICER	SECOND DISTRICT	6/04/83	536.00
BURKERS	POLICE OFFICER	THIRTEENTH DISTRICT	10/01/83	558.00
BURKERS	POLICE OFFICER	FIRST DISTRICT	9/19/83	116.50
BURKERS	POLICE OFFICER	THIRD DISTRICT	9/26/83	148.15
BURKERS	POLICE OFFICER	NINETEENTH DISTRICT	9/15/83	249.00
BURKERS	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/07/83	250.00
BURKERS	POLICE OFFICER	FOURTH DISTRICT	9/27/83	56.95
BURKERS	POLICE OFFICER	FIFTEENTH DISTRICT	9/05/83	284.00
BURKERS	POLICE OFFICER	BOMB AND ARSON SECTION	9/30/81	37.00
BURKERS	POLICE OFFICER	TWELFTH DISTRICT	9/12/83	500.00
BURKERS	POLICE OFFICER	CENTRAL INVESTIGATION UNIT	10/24/83	138.00
BURKERS	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	10/27/83	106.50
BURKERS	POLICE OFFICER	EIGHTH DISTRICT	10/16/83	132.00
BURKERS	POLICE OFFICER	NINTH DISTRICT	12/29/80	82.00
BURKERS	POLICE OFFICER	NINTH DISTRICT	9/25/83	77.50
BURKERS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/31/83	257.25
BURKERS	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	9/06/83	239.00
BURKERS	POLICE OFFICER	EIGHTEENTH DISTRICT	10/11/83	76.00
BURKERS	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/05/83	177.00
BURKERS	POLICE OFFICER	TENTH DISTRICT	10/07/83	174.00
BURKERS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/25/83	182.50
BURKERS	POLICE OFFICER	MARINE UNIT	7/06/83	218.00
BURKERS	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/04/83	179.25
BURKERS	POLICE OFFICER	FOURTH DISTRICT	7/29/83	609.60
BURKERS	POLICE OFFICER	THIRD DISTRICT	8/05/83	103.75
BURKERS	POLICE OFFICER	TWELFTH DISTRICT	10/12/83	245.00
BURKERS	POLICE OFFICER	SECOND DISTRICT	10/01/83	76.00
BURKERS	POLICE OFFICER	FIFTH DISTRICT	9/30/83	93.00
BURKERS	POLICE OFFICER	THIRD DISTRICT	8/31/83	114.25
BURKERS	POLICE OFFICER	SEVENTH DISTRICT	10/01/83	95.00
BURKERS	POLICE OFFICER	SEVENTH DISTRICT	10/27/83	220.00
BURKERS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/01/83	163.00
BURKERS	POLICE OFFICER	FOURTEENTH DISTRICT	9/06/83	61.00
BURKERS	POLICE OFFICER	NINTH DISTRICT	11/08/81	204.00
BURKERS	POLICE OFFICER	FOURTEENTH DISTRICT	9/19/83	182.75
BURKERS	POLICE OFFICER	SECOND DISTRICT	7/16/83	356.50
BURKERS	POLICE OFFICER	THIRD DISTRICT	9/27/83	224.65
BURKERS	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	9/25/83	818.80
BURKERS	POLICE OFFICER	TENTH DISTRICT	9/26/83	124.00

CITY OF CHICAGO
CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/11/84

REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
MICHAEL J	POLICE OFFICER	FIFTEENTH DISTRICT	9/05/83	151.00
CLAYTON	POLICE OFFICER	NINTH DISTRICT	9/20/83	204.05
RICHARD W	SERGEANT	TWENTY-FIFTH DISTRICT	9/17/83	5772.00
FLIZABETH	POLICE OFFICER	THIRTEENTH DISTRICT	9/03/83	242.00
JOSLPH	POLICE OFFICER	TWELFTH DISTRICT	5/22/83	210.80
BRADUL	POLICE OFFICER	TENTH DISTRICT	9/06/83	285.00
MICHAEL W	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/04/83	145.50
LAWRENCE	POLICE OFFICER	MOUNTED UNIT	9/08/83	121.50
FRANK A	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	9/05/82	293.00
PATRICK	POLICE OFFICER	ELEVENTH DISTRICT	9/13/83	249.75
GREGORY	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/25/83	249.75
MICHAEL J	POLICE OFFICER	FIFTEENTH DISTRICT	10/14/83	258.50
JUDY	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	9/20/83	566.00
JOSEPH	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	9/06/83	108.25
ROGER	POLICE OFFICER	THIRTEENTH DISTRICT	9/08/83	250.85
BRUCE	POLICE OFFICER	FOURTEENTH DISTRICT	4/30/83	464.00
PHILIP J	POLICE OFFICER	SEVENTEENTH DISTRICT	7/10/83	56.00
WILLIE J	POLICE OFFICER	SEVENTH DISTRICT	9/16/83	301.42
JOHN A	POLICE OFFICER	FOURTEENTH DISTRICT	9/26/83	94.00
GEORGE W	POLICE OFFICER	THIRD DISTRICT	8/16/72	1240.00
JOHN	POLICE OFFICER	ELEVENTH DISTRICT	8/28/83	309.50
DENNIS	FIREFIGHTER	TRUCK 51	5/08/75	16004.00
LAURANCE	LIEUTENANT	ENGINE COMPANY 19	11/01/83	40.00
JOHN	FIREFIGHTER	TRUCK 5	9/28/83	342.50
TIMOTHY	FIREFIGHTER	TRUCK 47	11/02/83	61.90
ROBERT	FIREFIGHTER	ENGINE COMPANY 84	11/24/83	39.90
JOSEPH	CAPTAIN	TRUCK 4	3/20/83	1660.00
JOSEPH	CAPTAIN	ENGINE COMPANY 100	9/15/83	4599.30
DAVID	PARAMEDIC	AMBULANCE 4	7/24/93	75.00
JOSEPH	FIREFIGHTER	ENGINE COMPANY 98	10/23/83	90.35
JOHN W	FIREFIGHTER	ENGINE COMPANY 96	8/11/83	130.00
GEORGE	LIEUTENANT	ENGINE COMPANY 55	5/02/93	37.50
JAMES O	LIEUTENANT	ENGINE COMPANY 1/42	9/28/83	14.50
VINCENT	FIREFIGHTER	ENGINE COMPANY 20	9/25/83	115.75
JOHN	FIREFIGHTER	ENGINE COMPANY 45	11/03/83	110.00
DEMOND	FIREFIGHTER	TRUCK 23	11/08/83	30.00
RAYMOND	FIREFIGHTER	TRUCK 19	2/19/83	35.00
GINO	FIREFIGHTER	TRUCK 53	11/10/83	120.00
THOMAS	FIREFIGHTER	TRUCK 50	11/23/83	110.05
MICHAEL	FIREFIGHTER	ENGINE COMPANY 39	9/02/83	255.00
PETER	LIEUTENANT	TRUCK 41	10/15/83	151.00
PICHARD	FIREFIGHTER	SQUAD 5	8/22/83	109.50

CITY OF CHICAGO
CITY COUNCIL ORDERS
COUNCIL MEETING OF 1/11/84
THIRD PARTY ORDERS

RECEIVED 1/16/84
OFFICE OF THE CLERK

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
CARLSON	POLICE OFFICER	TENTH DISTRICT	9/11/83	1453.50
HANCOCK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/23/83	3155.15
RISOL	POLICE OFFICER	ELEVENTH DISTRICT	5/17/81	492.00
VALLEA	POLICE OFFICER	SEVENTH DISTRICT	6/17/82	744.85
VALLEJAPPA	POLICE OFFICER	ELEVENTH DISTRICT	2/03/83	1023.87
WATKINS	POLICE OFFICER	NINTH DISTRICT	8/28/82	236.00
WATSON	FIREFIGHTER	SQUAD 6	9/06/82	3125.50

(Continued from page 4544)

CHICAGO, January 11, 1984.

To the President and Members of the City Council:

Your Committee on Finance to which was referred an ordinance authorizing the placement of the "Taxpayer Relief Act" as an advisory referendum on the General Primary Election ballot, March 20, 1984, 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 ordinance transmitted with the foregoing committee report:

Whereas, The City Council of the City of Chicago has been asked by some of its citizens to consider the submission of an advisory referendum question, as hereinafter specifically set forth, on the question of the Taxpayer Relief Act of 1984; said question to be submitted to the voters of the City of Chicago at the general primary election scheduled for March 20, 1984; and

Whereas, The results of such local referendum will constitute the opinion of the residents of the City of Chicago regarding the Taxpayer Relief Act of 1984; and;

Whereas, Local public opinion on such matters is important to local public officials and state legislators in a determination of what is wise public policy for the people of the State of Illinois and the City of Chicago; and

Whereas, It is deemed by the City Council of the City of Chicago to be in the best public interest to survey the opinion of the voters by submitting such question to the voters at the general primary election; now, therefore,

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

Section 1. It is the determination of the City Council of the City of Chicago that the following question of public policy shall be submitted to the voters of this City as an advisory referendum at the general primary election scheduled for March 20, 1984, to wit:

"Should the members of the Illinois General Assembly representing the people of this City vote in favor of the Taxpayer Relief Act of 1984 which closes tax loopholes for corporations and uses the revenue to cut the state utility tax on consumers from 5 percent to 2½ percent."

Section 2. Said referendum shall be conducted, in all respects, in accordance with the provisions of the Illinois Election Code pertaining to the conduct of the general primary election, and in accordance with the ordinance of the City Council of the City of Chicago calling said election for March 20, 1984, and providing for the pertinent publications, ballots, polling places, and election judges.

Section 3. The City Clerk is hereby ordered to forward a copy of this ordinance to the Board of Election Commissioners for placement of the referendum on the ballot.

Section 4. This ordinance shall be in full force and effect upon its passage and approval with law.

At this point in the proceedings Alderman Vrdolyak introduced the following amendment:

"Section 1 of the Ordinance to Authorize the Submission of An Advisory Referendum Question on the Taxpayer Relief Act of 1984 to the voters of the City of Chicago at the General Primary Election, March 20, 1984, be amended by inserting the language in italics as follows:

Should real estate taxes on property in the City of Chicago be frozen at present levels preventing any further increases above the taxes paid by property owners this year?"

On motion of Aldermen Vrydolyak and Oberman the foregoing proposed amendment was *Referred to Committee on Finance.*

*Placed on File--*A COMMUNICATION CONCERNING MONTHLY
PROGRESS REPORT ON SEWER BOND ISSUE PROJECTS
FOR THE MONTHS AUGUST 31 AND JULY 31,
1983.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Public Works, a Monthly Progress Report on Construction on Sewer Bond Issue Projects for the months ending August 31 and July 31, 1983.

On motion of Alderman Burke the committee's recommendation was *Concurred In* and said communication and report were *Placed on File.*

COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION.

Approval Given to Mayor's Appointment of Mr. Jesse D. Madison as
Commissioner of Consumer Services of City.

The Committee on Human Rights and Consumer Protection submitted the following report:

CHICAGO, January 10, 1984.

To the President and Members of the City Council:

Your Committee on Human Rights and Consumer Protection, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on August 17, 1983) appointing Mr. Jesse D. Madison as Commissioner of Consumer Services, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Mr. Jesse D. Madison.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) MARIAN HUMES,
Chairman.

On motion of Alderwoman Humes the said appointment of Mr. Jesse D. Madison was *Approved*, by yeas and nays as follows:

*Yeas--*Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr--43.

*Nays--*None.

COMMITTEE ON LICENSE

Chapter 104-2, Sections 104.2-9.2 and 104.2-9.3 of Municipal
Code of Chicago Amended Concerning Licensing of Game Rooms.

The Committee on License submitted the following report:

CHICAGO, January 11, 1984.

To the President and Members of the City Council:

Your Committee on License, to which was referred on July 27, 1983, a proposed ordinance amending Chapter 104.2-9.2 and Chapter 104.2-9.3 of the Municipal Code of Chicago, relating to the licensing of three to five automatic amusement devices as a Game Room, begs leave that Your Honorable Body *Pass* said proposed ordinance as amended, transmitted herewith.

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

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

At this point in the proceedings, Alderman Bloom presented the following amendment to the said proposed ordinance:

Section 1 of the Ordinance is amended to substitute "one (1)" in all places where "three (3)" is used.

Alderman Huels moved to *Lay the Amendment on the Table*. The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Volini--24.

Nays--Aldermen Evans, Bloom, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, Sherman, W. Davis, Smith, Frost, Oberman, Orr--14.

Alderman Bloom then introduced a second amendment to the said proposed ordinance which reads as follows:

Section 1 of the ordinance is amended to add the following language:

No game room license shall be issued to any person for premises located within 250 feet of any other premises licensed or operated as a game room.

Alderman Huels moved to *Refer* the said proposed amendment to the Committee on License. The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, Hagopian, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler--28.

Nays--Alderman Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Streeter, W. Davis, Smith, D. Davis, Frost, Oberman, Volini, Orr--14.

Thereupon, on motion of Alderman Huels said proposed amendment was *Referred to the Committee on License*.

Alderman Bloom then introduced a third amendment to the said proposed ordinance which reads as follows:

Section 2 of the ordinance is amended to add the following language:

No person shall operate any game room on days when the Chicago public schools are in session between the hours of 8:00 a.m. and 3:30 p.m.

Alderman Huels moved to *Refer* the said proposed amendment to the Committee on License. The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Vrdolyak, Huels, Majerczyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Gabinski, Kotlarz, Banks, Damato, Laurino, Pucinski, Hansen, McLaughlin, Orbach, Schuler--22.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Kelley, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Orr, Stone--18.

Thereupon, on motion of Alderman Huels, said proposed amendment was *Referred to the Committee on License*.

Alderman Bloom then introduced a fourth amendment to the said proposed ordinance which reads as follows:

The ordinance is amended to add the following introductory language:

Whereas, Establishments with fewer than six automatic amusement devices are currently not licensed by the City of Chicago; and

Whereas, Establishments with fewer than six automatic amusement devices have proliferated in the City of Chicago; and

Whereas, The proliferation of establishments with fewer than six automatic amusement devices has caused severe social problems in the City of Chicago including the deterioration of neighborhood shopping areas; and

Whereas, Numerous arrests for criminal activity have been made in and around establishments with fewer than six automatic amusement devices; and

Whereas, Professional educators and community groups believe that establishments with fewer than six automatic amusement devices entice children to stay out of school and should not be permitted to locate close to school facilities or to operate during school hours; and

Whereas, It would be in the best interests of the residents of Chicago to license those persons who own and operate establishments with fewer than six automatic amusement devices for purposes of maintaining control over those persons and the activities carried out in their establishments.

Alderman Huels moved to *Refer* the said proposed amendment to the Committee on License. The motion *Prevailed* by yeas and nays as follows:

Yeas--Aldermen Roti, Beavers, Vrdolyak, Huels, Majerczyk, Burke, Brady, Kellam, Sheahan, Stemberk, Krystyniak, Nardulli, Hagopian, Gabinski, Mell, Kotlarz, Banks, Damato, Laurino, Pucinski, Hansen, McLaughlin, Orbach, Schuler--24.

Nays--Aldermen Rush, Evans, Bloom, Sawyer, Humes, Hutchinson, Langford, Streeter, Kelley, W. Davis, Smith, D. Davis, Frost, Natarus, Oberman, Volini, Orr--17.

Thereupon, on motion of Alderman Huels, said proposed amendment was *Referred to the Committee on License*.

Alderman Huels then moved that the City Council *Concur In* the committee's recommendation. The motion *Prevailed*, and the said proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr--41.

Nays--None.

Alderman Huels moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That Section 104.2-9.2 of the Municipal Code of Chicago be amended by adding the language in italics below:

104.2-9.2. It is unlawful for any person to install, use or permit the installation or use of three (3) to five (5) Automatic Amusement Device machines, excluding juke boxes and pool or billiard tables, at any place unless the person in control of such place has the premises licensed as a "Game Room". The term "Game Room" means a place of amusement that includes three (3) to five (5) Automatic Amusement Device machines, excluding juke boxes and pool or billiard tables. Such premises shall be subject to a license code enforcement inspection prior to the issuance of a Game Room license. The fee for such a license will be One Hundred (\$100.00) Dollars.

SECTION 2. That Section 104.2-9.3 of the Municipal Code of Chicago be amended by adding the language in italics below:

104.2-9.3. No person shall operate any Game Room in any place within two hundred (200) feet of any church, hospital, or building used exclusively for educational purposes, unless such place was licensed as a Game Room before the establishment of the church, hospital, or educational institution. The two hundred (200) foot limitation shall be measured from property line to property line.

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

COMMITTEE ON ZONING.

Action Deferred--ON AMENDMENT OF CHAPTER 194A OF
MUNICIPAL CODE REGARDING "ADVERTISING SIGNS".

The Committee on Zoning submitted the following report, which was, on motion of Alderman Damato and Alderman Banks *Deferred* and ordered published:

CHICAGO, January 11, 1984.

To the President and Members of the City Council:

Your Committee on Zoning having had under consideration a proposed ordinance (referred August 10, 1983) to amend Chapter 194A of the Municipal Code regarding "Advertising Signs," begs leave to recommend that Your Honorable Body *Pass* said proposed substitute ordinance attached herewith.

This recommendation was concurred in by 7 members of the committee, with 1 dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
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. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by adding the language in italics below and deleting the language in brackets below, as follows:

3.2....

Sign, Business. A "business sign" is a sign which directs attention to a business or profession conducted or to a commodity, service, or entertainment sold or offered upon the premises where such sign is located, or to which it is affixed, and which business or profession conducted or commodity, service, or entertainment sold or offered upon the premises is present in a substantial capacity.

Sign, Large Advertising. A "large advertising sign" is an advertising sign which has a gross area in excess of 700 square feet per sign face.

Sign, Small Advertising. A "small advertising sign" is an advertising sign which has a gross area of 700 square feet or less per sign face.

Curb Level, Advertising Signs. The "curb level" for any advertising sign is the level of the established curb of the roadway from which the advertising sign is intended to be viewed, except that for roadways which are depressed below the existing surrounding grade, the "curb level" is the level of the existing surrounding grade.

8.9 Signs-Use and Bulk Regulations.

(1)....

(2)....

(3)....

(4) No advertising sign shall be permitted within 400 feet of any public park of 10 acres or more in the area nor such other park as may be designated by amendment to this comprehensive amendment by the City Council [if the face thereof is visible therefrom]. The 400 feet shall be measured from the center lines of the streets bounding such parks to the closest edge of the proposed sign. [Advertising signs erected at a distance greater than 400 feet from such parks and visible therefrom shall not exceed in gross area in square feet more than two (2) times the distance of such sign from such parks as measured above.]

(5) No advertising sign shall be permitted within 500 feet of any major route, including: a) Lake Shore Drive, b) all expressways or tollways, so designated by the Bureau of Maps and Plats, Department of Public Works of the City of Chicago, c) those portions of the comprehensive superhighway system of the City of Chicago, approved by the City Council, and d) any street so designated by amendment to this comprehensive amendment by the City Council [if the face thereof is visible therefrom]. The 500 feet shall be measured from the center line of the lane of traffic [including] excluding access or exit lanes [closest to the sign and from which the sign is visible] to the closest edge of the proposed sign, provided however, where the line of sight to the sign from the center line of the lane of traffic closest to the sign face that is visible therefrom, is blocked or substantially blocked (i.e., 50% or more of the face is blocked) by any overpass, bridge, or transit station at 500 feet and thereafter, then the 500 feet shall be measured by the line of sight. This provision shall not apply to any sign that is not visible from any lane of traffic. [Advertising signs erected at a distance greater than 500 feet from such major routes and visible therefrom as specified herein shall not exceed in gross area in square feet more than two (2) times the distance of such sign from the point of measurement specified herein.]

(6) No flashing, animated or moving business sign....

(7) No advertising sign shall be permitted within 75 feet of any property in a residence district.

8.9-2 Permitted Signs - B2-1 to B2-5 Restricted Retail Districts.

In the B2-1 to B2-5 Districts, inclusive, business and small advertising signs are permitted subject to the following:

(1) [The gross area in square feet of all signs on a zoning lot shall not exceed 24 times the lineal feet of frontage of such zoning lot, provided that the gross area of all flashing signs shall not exceed 18 times the lineal frontage of such lot.] No small advertising sign shall be located within 200 feet of any other small advertising sign and no small advertising sign of one hundred square feet or less

shall be located within 100 feet of any other small advertising sign of one hundred square feet or less where the front lot line of the lots on which the signs are to be located front on the same side of the same street, except that two (2) sign faces may be placed back to back on a single sign structure.

(2)....

(3) Height. *No sign shall exceed 60 feet in height as measured from the curb level* [No restriction] except that roof signs shall not project higher than 50 feet from curb level.

8.9-3 Permitted Signs - B3-1 to B3-5 General Retail Districts.

In the B3-1 to B3-5 Districts, inclusive, business and *small* advertising signs are permitted subject to the following:

(1) [The gross area in square feet of all signs on a zoning lot shall not exceed 24 times the lineal feet of frontage of such zoning lot, provided that the gross area of all flashing signs shall not exceed 18 times the lineal frontage of such lot.] *No small advertising sign shall be located within 200 feet of any other small advertising sign and no small advertising sign of one hundred square feet or less shall be located within 100 feet of any other small advertising sign of one hundred square feet or less where the front lot line of the lots on which the signs are to be located front on the same side of the same street, except that two (2) sign faces may be placed back to back on a single sign structure.*

(2)....

(3) Height. *No sign shall exceed 60 feet in height as measured from the curb level* [No restriction except that roof signs shall not project higher than 50 feet from curb level], except *roof signs* as provided in Section 8.4-3.

8.9-4 Permitted Signs - B4-1 to B4-5 Restricted Service Districts.

In the B4-1 to B4-5 Districts inclusive, business and *small* advertising signs are permitted, subject to the same conditions as the B2 Districts, except as provided for roof signs in Section 8.4-4.

8.9-5 Permitted Signs - B5-1 to B5-5 General Service Districts.

In the B5-1 to B5-5 Districts inclusive, business and *small* advertising signs are permitted, subject to the same conditions as the B3 Districts.

8.9-6 Permitted Signs - B6-6 and B6-7 Restricted Central Business Districts.

In the B6-6 and B6-7 Districts, non-flashing business signs are permitted, subject to the following:

(1)....

(2)....

(3) Height. No [restriction except that roof] sign[s] shall [not] project higher than 60 feet from the curb level, except *roof signs* as provided in Section 8.4-6.

8.9-7 Permitted Signs - B7-5 to B7-7 General Central Business Districts.

In the B7-5, B7-6 and B7-7 Districts, business and *small* advertising signs are permitted without restriction except [that roof] that *no* signs shall [not] project higher than 60 feet from the curb level, except as provided in Section 8.4-7 and except as provided near public parks, major routes, and residence districts in Section 8.9

9.2-5 Preamble - CS Sign Districts. *The CS Sign Districts are designed to accommodate the needs of businesses to advertise their goods and services while recognizing the impact that large signs can have upon wide areas of the City and their effect upon the safety and environment of other businesses and residences, and therefore in addition to business and small advertising signs, allow the erection of large advertising signs.*

9.3-1.1 Permitted Uses- CS1-1 to CS1-5 Restricted Commercial Districts.

The following uses are permitted in the CS1-1 to CS1-5 Districts inclusive:

(1) Any use permitted in the C1-1 to C1-5 District as set forth in Section 9.3-1B and subject to the same conditions as set forth in Sections 9.3-1A, 9.5, 9.6, 9.7, 9.8, 9.9 and 9.10.

(2) Large Advertising Signs, as regulated by Section 9.9.

9.3-2.1 Permitted Uses - CS2-1 to CS2-5 General Commercial Sign Districts.

The following uses are permitted in the CS2-1 to CS2-5 Districts inclusive:

(1) Any use permitted in the C2-1 to C2-5 District as set forth in Section 9.3-2B and subject to the same conditions as set forth in Section 9.3-2B and subject to the same conditions as set forth in Sections 9.3-2A, 9.5, 9.6, 9.7, 9.8, 9.9 and 9.10.

(2) Large Advertising Signs, as regulated by Section 9.9.

9.3-3.1 Permitted Uses - CS3-1 to CS3-5 Commercial-Manufacturing Sign District.

The following uses are permitted in the CS3-1 to CS3-7 Districts inclusive:

(1) Any use permitted in the C3-1 to C3-7 District as set forth in Section 9.3-3B and subject to the same conditions as set forth in Sections 9.3-3A, 9.5, 9.6, 9.7, 9.8, 9.9 and 9.10.

(2) Large Advertising Signs, as regulated by Section 9.9.

9.3-4.1 Permitted Uses - CS4 Motor Freight Terminal Sign District.

The following uses are permitted in the CS4 District inclusive:

(1) Any use permitted in the C4 District as set forth in Section 9.3-4B and subject to the same conditions as set forth in Sections 9.3-4A, 9.5, 9.6, 9.7, 9.8, 9.9 and 9.10.

(2) Large Advertising Signs, as regulated by Section 9.9.

9.3-4B(19) Business and Small Advertising [S]igns, as regulated by Section 9.9.

9.4-1.1 Special Uses - CS1-1 to CS1-5 Restricted Commercial Sign Districts.

(1) Any special use allowed in the C1-1 to C1-5 Districts, inclusive.

9.4-2.1 Special Uses - CS2-1 to CS2-5 General Commercial Sign Districts.

(1) Any special use allowed in the C2-1 to C2-5 Districts, inclusive.

9.4-3.1 Special Uses - CS3-1 to CS3-7 Commercial-Manufacturing Sign District.

(1) Any special use allowed in the C3-1 to C3-7 Districts, inclusive.

9.4-4 (5) Business and small advertising [R]oof signs in excess of 50 feet in height from curb level.

9.4-4.1 Special Uses - CS4 Motor Freight Terminal Sign District.

(1) Any special use allowed in the C4 District.

9.9 Signs - Use and Bulk Regulations.

(1)

(2)

(3)

(4) No advertising sign shall be permitted within 400 feet of any public park of 10 acres or more in area nor such other park as may be designated by amendment to this comprehensive amendment by the City Council [if the face thereof is visible therefrom]. The 400 feet shall be measured from the center lines of the streets bounding such parks to the closest edge of the proposed sign. Advertising signs erected at a distance greater than 400 feet from such parks and visible therefrom shall not exceed in gross area in square feet more than two (2) times the distance of such sign from such parks as measured above.

(5) No advertising sign shall be permitted within 500 feet of any major route, including: a) Lake Shore Drive, b) all expressways or tollways, so designated by the Bureau of Maps and Plats, Department of Public Works of the City of Chicago, c) those portions of the comprehensive superhighway system of the City of Chicago, approved by the City Council, and d) any street so designated by amendment to this comprehensive amendment by the City Council [if the face thereof is visible therefrom]. The 500 feet shall be measured from the center line of the lane of traffic [including] excluding access or exit lanes [closest to the sign and from which the sign is visible] to the closest edge of the proposed sign, provided however, where the line of sight to the sign from the center line of the lane of traffic closest to the sign face that is visible therefrom, is blocked or substantially blocked (i.e., 50% or more of the face is blocked) by any overpass, bridge, or transit station at 500 feet and thereafter, then the 500 feet shall be measured by the line of sight. This provision shall not apply to any sign that is not visible from any lane of traffic. Advertising signs erected at a distance greater than 500 feet from such major routes [and visible therefrom as specified herein] shall not exceed in gross area in square feet more than two and one-half (2 1/2) times the distance of such sign from the point of measurement specified herein.

(6)

(7) No small advertising sign shall be permitted within 75 feet and no large advertising sign within 125 feet of any property in a residence district.

9.9-1 Permitted Signs - C1-1 to C1-5 Restricted Commercial and CS1-1 to CS1-5 Restricted Commercial Sign Districts.

In the C1-1 to C1-5 Districts inclusive, business and small advertising signs and in the CS1-1 to CS1-5 Districts inclusive, business and all advertising signs are permitted subject to the following:

(1) [The gross area in square feet of all signs on a lot shall not exceed 24 times the lineal feet of frontage of such lot, provided that the gross area of all flashing signs shall not exceed 18 times the lineal frontage of such lot.] No small advertising sign shall be located within 200 feet of any other small advertising sign, and no large advertising sign shall be located within 300 feet of any other large advertising sign and no small advertising sign of one hundred square feet or less shall be located within 100 feet of any other small advertising sign of one hundred square feet or less where the front lot line of the lots on which the signs are to be located front on the same side of the same street, except that two (2) sign faces may be placed back to back on a single sign structure.

(2)

(3) Height. No sign shall exceed 60 feet in height as measured from the curb level [No restriction] except that roof signs shall not project higher than 50 feet from curb level, except as provided for in Section 9.4-1.

9.9-2 Permitted Signs - C2-1 To C2-5 General Commercial Districts and CS2-1 to CS2-5 General Commercial Sign Districts.

In the C2-1 to C2-5 Districts inclusive, business and small advertising signs and in the CS2-1 to CS2-5 Districts inclusive, business and all advertising signs are permitted subject to the same conditions as the C1 Districts and CS1 Districts.

9.9-3 Permitted Signs - C3-1 to C3-7 Commercial-Manufacturing Districts and CS3-1 to CS3-7 Commercial-Manufacturing Districts.

In the C3-1 to C3-7 Districts inclusive, Business and small advertising signs and in the CS3-1 to CS3-7 Districts inclusive, business and all advertising signs are permitted subject to the same conditions as the C1 Districts and CS1 Districts.

9.9-4 Permitted Signs - C4 Motor Freight Terminal District and CS4 Motor Freight Terminal Sign District.

In the C4 District inclusive, Business and small advertising signs and in the CS4 District inclusive, business and all advertising signs are permitted subject to the same conditions as the C1 Districts and CS1 Districts.

10.2-5 Preamble - MS Advertising Sign Districts.

The MS Advertising Sign Districts are designed to accommodate the needs of businesses to advertise their goods and services while recognizing the impact that large signs can have upon wide areas of the city and their effect upon the safety and environment of other businesses and residences and therefore in addition to business and small advertising signs, allow the erection of large advertising signs.

10.3 Permitted Uses - Use and Bulk Regulations.

A

B. Activities involving the storage or manufacture of materials or products which decompose by detonation are permitted only in the M2, MS2, MS3 and M3 Districts and then only when licensed by the Fire Prevention Bureau under Chapter 125 of the Municipal Code of Chicago....

10.3-1.1 Permitted Uses - MS1-1 to MS1-5 Restricted Manufacturing Sign Districts.

The following uses are permitted in the MS1-1 to MS1-5 Districts inclusive:

(1) Any use permitted in the M1-1 to M1-5 Districts as set forth in Section 10.3-1 and subject to the same regulations as set forth in Sections 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, and 10.16.

(2) Large Advertising Signs, as regulated by Section 10.14.

10.3-2.1 Permitted Uses - MS2-1 to MS2-5 General Manufacturing Sign Districts.

The following uses are permitted in the MS2-1 to MS2-5 Districts inclusive:

(1) Any use permitted in the M2-1 to M2-5 Districts as set forth in Section 10.3-2 and subject to the same regulations as set forth in Sections 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, and 10.16.

(2) Large Advertising Signs, as regulated by Section 10.14.

10.3-3.1 Permitted Uses - MS3-1 to MS3-5 Heavy Manufacturing Sign Districts.

The following uses are permitted in the MS3-1 to MS3-5 Districts inclusive:

(1) Any use permitted in the M3-1 to M3-5 Districts as set forth in Section 10.3-3 and subject to the same regulations as set forth in Sections 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, and 10.16.

(2) Large Advertising Signs, as regulated by Section 10.14.

10.4-1.1 Special Uses - MS1-1 to MS1-5 Restricted Manufacturing Sign Districts.

(1) Any special use permitted in the M1-1 to M1-5 Districts as set forth in Section 10.4-1 and subject to the same regulations as set forth in Sections 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, and 10.16.

10.4-2.1 Special Uses - MS2-1 to MS2-5 General Manufacturing Sign Districts.

(1) Any special use permitted in the M2-1 to M2-5 Districts as set forth in Section 10.4-2 and subject to the same regulations as set forth in Sections 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, and 10.16.

10.4-3.1 Special Uses - MS3-1 to MS3-5 Heavy Manufacturing Sign Districts.

(1) Any special use permitted in the M3-1 to M3-5 Districts as set forth in Section 10.4-3 and subject to the same regulations as set forth in Sections 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.15, and 10.16.

10-14 Signs - Use and Bulk Regulations.

(1). . . .

(2). . . .

(3). . . .

(4) No advertising sign shall be permitted within 400 feet of any public park of 10 acres or more in the area nor such other park as may be designated by amendment to this comprehensive amendment of the City Council [if the face thereof is visible therefrom]. The 400 feet shall be measured from the center lines of the streets bounding such parks to the closest edge of the proposed sign. Advertising signs erected at a distance greater than 400 feet from such parks and visible therefrom shall not exceed in gross area in square feet more than two (2) times the distance of such sign from such parks as measured above.

(5) No advertising sign shall be permitted within 500 feet of any major route, including: a) Lake Shore Drive, b) all expressways or tollways, so designated by the Bureau of Maps and Plats, Department of Public Works of the City of Chicago, c) those portions of the Comprehensive Superhighways System of the City of Chicago, approved by the City Council, and d) any street so designated by amendment to this comprehensive amendment by the City Council [if the face thereof is visible therefrom]. The 500 feet shall be measured from the center line of the lane of traffic [including] excluding access or exit lanes [closest to the sign and from which the sign is visible] to the closest edge of the proposed sign, provided however, where the line of sight to the sign from the center line of the lane of traffic closest to the sign face that is visible therefrom, is blocked or substantially blocked (i.e., 50% or more of the face is blocked) by any overpass, bridge, or transit station at 500 feet and thereafter, then the 500 feet shall be measured by the line of sight. This provision shall not apply to any sign that is not visible from any lane of traffic. Advertising signs erected at a distance greater than 500 feet from such major routes [and visible therefrom as specified herein] shall not exceed in gross area in square feet more than two and one-half (2-1/2) times the distance of such sign from the point of measurement specified herein.

(6) . . .

(7) No advertising sign shall be permitted within 75 feet and no large advertising sign within 125 feet of the property in a Residence District.

10-14-1 Permitted Signs - M1-1 to M1-5 Restricted Manufacturing and MS1-1 to MS1-5 Restricted Manufacturing Sign Districts.

In the M1-1 to M1-5 Districts inclusive, business and small advertising signs and in the MS1-1 to MS1-5 Districts inclusive, business and all advertising signs are permitted subject to the following:

(1) [The gross area in square feet of all signs on a zoning lot shall not exceed 24 times the lineal feet of frontage of such zoning lot, provided that the gross area of all flashing signs shall not exceed 18 times the lineal frontage of such lot.] No small advertising sign shall be located within 200 feet of any other small advertising sign, and no large advertising sign shall be located within 300 feet of any other large advertising sign and no small advertising sign of one hundred square feet or less shall be located within 100 feet of any other small advertising sign of one hundred square feet or less where the front lot line of the lots on which the signs are to be located front on the same side of the same street, except that two (2) sign faces may be placed back to back on a single sign structure.

(2) . . .

(3) Height. No sign shall exceed 60 feet in height as measured from the curb level. [No restriction] except that roof signs shall not project higher than 50 feet from curb level, except as provided in Section 10.4-1.

10-14.2 Permitted Signs - M2-1 to M2-5 [Restricted] General Manufacturing and MS2-1 to MS2-5 General Manufacturing Sign Districts.

In the M2-1 to M2-5 Districts inclusive, business and small advertising signs and in the MS2-1 to MS2-5 Districts inclusive, business and all advertising signs are permitted subject to the following:

(1) [The gross area in square feet of all signs on a zoning lot shall not exceed 24 times the lineal feet of frontage of such zoning lot, provided that the gross area of all flashing signs shall not exceed 18 times the lineal frontage of such lot.] No small advertising sign shall be located within 200 feet of any other small advertising sign, and no large advertising sign shall be located within 300 feet of any other large advertising sign and no small advertising sign of one hundred square feet or less

shall be located within 100 feet of any other small advertising sign of one hundred square feet or less where the front lot line of the lots on which the signs are to be located front on the same side of the same street, except that two (2) sign faces may be placed back to back on a single sign structure.

(2) . . .

(3) Height. *No sign shall exceed 60 feet in height as measured from the curb level. [No restriction] except that roof signs shall not project higher than 50 feet from curb level, except as provided in Section 10.4-1.*

10-14.3 Permitted Signs - M3-1 to M3-5 [Restricted] Heavy Manufacturing and MS3-1 to MS3-5 Heavy Manufacturing Sign Districts.

In the M3-1 to M3-5 Districts inclusive, business and small advertising signs and in the MS3-1 to MS3-5 Districts inclusive, business and all advertising signs are permitted subject to the following:

(1) [The gross area in square feet of all signs on a zoning lot shall not exceed 24 times the lineal feet of frontage of such zoning lot, provided that the gross area of all flashing signs shall not exceed 18 times the lineal frontage of such lot.] *No small advertising sign shall be located within 200 feet of any other small advertising sign, and no large advertising sign shall be located within 300 feet of any other large advertising sign and no small advertising sign of one hundred square feet or less shall be located within 100 feet of any other small advertising sign of one hundred square feet or less where the front lot line of the lots on which the signs are to be located front on the same side of the same street, except that two (2) sign faces may be placed back to back on a single sign structure.*

(2) . . .

(3) Height. *No sign shall exceed 60 feet in height as measured from the curb level. [No restriction] except that roof signs shall not project higher than 50 feet from curb level, except as provided in Section 10.4-1.*

11.11(f) The development of land in the R3, R4, B1-1 through B5-1, B1-2 through B5-2, C1-1 through C3-1, CS1-1 through CS3-1, C1-2 through C3-2, and CS1-2 through CS3-2 zoning districts to be used

11.11(g) The development of land in the R5, B1-3 through B5-3, C1-3 through C3-3, and CS1-3 through CS3-3 zoning districts to be used

11.11(h) The development of land in the R6, B1-4 through B5-4, C1-4 through C3-4, and CS1-4 through CS3-4 zoning districts to be used

11.11(i) The development of land in the R7, R8, B1-5 through B5-5, B7-5, C1-5 through C3-5, and CS1-5 through CS3-5 zoning districts to be used

11.11(j) The development of land in the B6-6, B6-7, B7-6, B7-7, C3-6 [or], C3-7, CS3-6 or CS3-7 zoning districts to be used

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

JOINT COMMITTEE ON BUILDINGS AND ZONING.

Issuance of Permits Authorized for Erection of Illuminated Signs.

The Joint Committee on Buildings and Zoning submitted the following report:

CHICAGO, January 10, 1983.

To the President and Members of the City Council:

Your Joint Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body Pass, sundry proposed orders transmitted herewith (referred November 9, 14, 23 and December

6, 9, 16, 22 and 28, 1983) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

These recommendations were concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti the committee's recommendations were *Concurred In* and said proposed orders were *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mall, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuster, Volini, Orr,--43.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following are said orders as passed:

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 S. Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 629 W. Cermak Road, various advertisers;

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 100 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 S. Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2439 S. Canal Street, various advertisers;

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 90 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster & Kleiser, 4000 S. Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 619 W. 21st Street, various advertisers;

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 100 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6651-55 S. State Street, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 75 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6339 S. Wentworth Avenue, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 75 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 215 W. 65th Street, Chicago, Illinois, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 65 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 S. Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2605 S. Throop Street; various advertisers:

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 100 feet

Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 850 feet North of Lawrence and 550 feet South of Elston on Northwestern Railroad property on the East Side of the Edens; general advertisers - various copy:

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 50 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3229 W. Harrison Street, general advertisers - various copy:

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 75 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 600 S. Pulaski, Chicago, Illinois, general advertisers - various copy:

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 63 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite-Lite Signs, 1157 W. Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3258 N. Harlem Avenue, Tivoli Banquets:

Dimensions: length 10 feet, height 16 feet

Height Above Grade/Roof to Top of Sign: 26 feet

Total Square Foot Area: 150 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 S. Harlem, Bedford Park, Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8456 S. Lafayette - Chicago, Chatham Paving Company:

Dimensions: length 60 feet, height 17 feet
Height Above Grade/Roof to Top of Sign: 98 feet
Total Square Foot Area: 1,000 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 S. Harlem, Bedford Park, Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3211 S. Wood, Union Oil & Chemical - John Barry;

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 108 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2306 W. Harrison, Chicago, Illinois, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 80 feet (plus 5 feet for temporary extensions, when needed)
Total Square Foot Area: _____

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2942 W. Van Buren, Chicago, Illinois, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 65 feet (plus 5 feet for temporary extensions, when needed)
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3535 and 3523 W. Addison Street, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 60 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3316 N. Kedzie Avenue, Chicago, Illinois, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 90 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2002 S. Halsted Street, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet

Height Above Grade to Top of Sign: 90 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2512 S. Michigan Avenue, general advertisers - various copy;

Dimensions: length 20 feet, height 60 feet

Height Above Grade/Roof to Top of Sign: 68 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit

to Outdoor Media Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1132 S. Jefferson, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet

Height Above Grade to Top of Sign: 60 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 1,200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 S. Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 138 W. 63rd Street, general advertisers;

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 90 feet

Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 N. Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7853 S. Cicero Avenue, United Savings of America;

Dimensions: length 16 feet 6 inches, height 37 feet 6 inches

Height Above Grade/Roof to Top of Sign: 37 feet, 6 inches

Total Square Foot Area: 494 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 N. Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4730 W. 79th Street, United Savings of America;

Dimensions: length 11 feet, height 16 feet

Height Above Grade/Roof to Top of Sign: 28 feet

Total Square Foot Area: 176 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to White Way Sign Company, 1317 N. Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 601 N. LaSalle Street, Exchange National Bank;

Dimensions: length 13 feet, height 8 feet 4 inches
Height Above Grade/Roof to Top of Sign: 31 feet 4 inches
Total Square Foot Area: 108 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 S. Harlem, Bedford Park, Illinois 60501, for erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 250 E. Grand, Dancona Management Company;

Dimensions: length 48 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 1344 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 S. Harlem, Bedford Park, Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 249 E. Ohio, Dancona Management Company;

Dimensions: length 48 feet, height 14 feet
Height Above Grade/Roof to Top of Sign: 55 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to A. M. Carson Ltd., 10 E. Sauk Trail, South Chicago Heights, Illinois 60411, for the erection of a sign/signboard over 24 feet in height and projecting over public way and/or over 100 square feet (in area of one face) at 4650 Cottage Grove, McDonald's Restaurant;

Dimensions: length 18 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 50 feet
Total Square Foot Area: 195.75 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Corkill Electric Company, 4536 West Lawrence Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8301 South State Street, Standard Oil;

Dimensions: length 17 feet, height 10 feet
Height Above Grade/Roof to Top of Sign: 80 feet
Total Square Foot Area: 134 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Zima Sign Co., 7424 Industrial Dr., Chesterton, Indiana 46304, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5555 W. North Ave., Pete's Produce;

Dimensions: length 16 feet, height 8 feet
Height Above Grade/Roof to Top of Sign: 32 feet
Total Square Foot Area: 128 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf Avenue, Elk Grove Village, Illinois 60007, for the erection of sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8645 S. Stony Island, Wendy's;

Dimensions: length 7 feet 0 inches, 9 feet 0 inches, height 5 feet 0 inches, 7 feet 3 inches
Height Above Grade/Roof to Top of Sign: 30 feet
Total Square Foot Area: 100 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Doyle Signs, Inc., 232 Interstate Road, Addison, Illinois 60101, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Hanley Dawson Chrysler Plymouth, 520 N. Wabash Avenue;

Dimensions: length 13 feet 6 inches, height 23 feet
Height Above Grade/Roof to Top of Sign: 36 feet 3 inches
Total Square Foot Area: 244 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to James D. Ahern and Company, 3257 S. Harding Avenue, Chicago, Illinois 60623, for the erection of a double-faced sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 222 E. 47th Street, Bojangle's Chicken;

Dimensions: length 8 feet 0 inches, height 12 feet 0 inches
Height Above Grade/Roof to Top of Sign: 30 feet 0 inches
Total Square Foot Area: 102 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the Construction and maintenance of outdoor signs, signboards and structures.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite No. 5706, Chicago, Illinois 60610 for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at S. W. corner of Northwest Highway and Long Street Jefferson Park Station Northwestern Railroad, general advertisers - various copy;

Dimensions: length 60 feet, height 20 feet

Height Above Grade/Roof to Top of Sign: 75 feet (plus 5 feet for temporary extensions, when needed)

Total Square Foot Area: 2400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred--PROPOSED ORDINANCE TO ESTABLISH LOADING ZONE ON PORTION OF W. GRANVILLE AV.

Alderman Orr (49th Ward) presented a proposed ordinance to establish a loading zone on the south side of W. Granville Avenue from a point 20 feet west of N. Lakewood Avenue to a point 67 feet west thereof from 9:00 A.M. to 12 Noon Sundays only; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS 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

Kotlarz (35th Ward)

Location

W. Barry Avenue between N. Pulaski Road and Haussen Court -- easterly;

McLaughlin (45th Ward)

N. Rogers Avenue, W. Berwyn Avenue --
where they intersect N. Latrobe Avenue, N.
Larned Avenue --easterly direction only to
N. Leclaire Avenue.

Referred--PROPOSED ORDINANCE TO AMEND AREA FOR MOVEMENT OF
VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION
OF N. OCONTO AV.

Alderman Banks (36th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on N. Oconto Avenue between W. Wellington Avenue and the first alley south of W. Belmont Avenue (instead of between W. Wellington and W. Belmont Avenues); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES PARKING
OF VEHICLES 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:

<i>Alderman</i>	<i>Location and Distance</i>
Vrdolyak (10th Ward)	S. Avenue L, at 10719 (except for handicapped);
Burke (14th Ward)	S. Racine Avenue, at 4958 (except for handicapped);
Sherman (21st Ward)	S. Carpenter Street, at 9056 (except for handicapped);
Stemberk (22nd Ward)	S. Kedzie Avenue (east side) from W. Cermak Road to a point 150 feet north thereof; S. Kildare Avenue, at 2836 (except for handicapped); S. Trumbull Avenue, at 2630 (except for handicapped);
Krystyniak (23rd Ward)	S. Laramie Avenue, at 5406 (except for handicapped); W. 37th Place, at 3308 (except for handicapped);
Hagopian (30th Ward)	W. Wellington Avenue, at 4048 (except for handicapped);
Mell (33rd Ward)	W. Lyndale Avenue, at 3709 (except for handicapped);
Damato (37th Ward)	N. Lotus Avenue (both sides) from W. Chicago Avenue to the first alley south thereof;
Laurino (39th Ward)	W. Wilson Avenue, at 3724 (except for handicapped).

*Referred--*PROPOSED ORDINANCE TO PROHIBIT PARKING OF
VEHICLES DURING SPECIFIED HOURS ON PORTION
OF W. 90th ST.

Alderman Sheahan (19th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the south side of W. 90th Street between S. Western and S. Claremont Avenues from 9:00 A.M. to 5:00 P.M.; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDINANCES TO AMEND PROHIBITION AGAINST
PARKING OF VEHICLES AT ALL TIMES ON PORTIONS
OF W. BARRY AV.

Alderman Kotlarz (35th Ward) presented two proposed ordinances to amend the prohibition against parking of vehicles at all times on portions of W. Barry Avenue, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Present Ordinance

W. Barry Avenue (south side) from
N. Pulaski Road to the first alley
east thereof -- No Parking Anytime,

W. Barry Avenue (north side) between
N. Pulaski Road and Haussen Court --
No Parking Anytime,

Proposed Ordinance

W. Barry Avenue (both sides) from N. Pulaski
Road to N. Harding Avenue --8:00 A.M. to
6:00 P.M.;

W. Barry Avenue (both sides) between N.
Pulaski Road and N. Harding Avenue -- 8:00
A.M. to 6:00 P.M.

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE PROHIBITION
AGAINST PARKING OF VEHICLES AT ALL TIMES ON PORTION
OF W. BARRY AV.

Alderman Kotlarz (35th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the south side of W. Barry Avenue between N. Pulaski Road and N. Harding Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDERS TO ESTABLISH "RESIDENTIAL
PARKING ZONE AREAS" FOR VEHICLES AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed orders to establish "Residential Parking Zone Areas" for vehicles at all times at the locations designated for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Sheahan (19th Ward)

Pucinski (41st Ward)

Location and Distance

S. Winchester Avenue (west side), between
W. 99th Street and W. 100th Street;

W. 95th Place (both sides), between S.
Vanderpoel Avenue and S. Wood Street;

N. Nottingham Avenue (both sides), from
W. Gregory Street to the first alley north
of W. Higgins Avenue.

*Referred--*PROPOSED ORDER TO DESIGNATE PORTION OF S. AVERS
AV. AS SERVICE DRIVE.

Alderman Krystyniak (23rd Ward) presented a proposed order to designate the south side of S. Avers Avenue from S. Archer Avenue to the first alley south thereof as a service drive; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDERS FOR 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:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Huels (11th Ward)	W. 32nd Street and S. Aberdeen Street-- "2-Way Stop";
	W. 54th Street and S. Aberdeen Street-- "Stop";
Brady (15th Ward)	W. 64th Street and S. Wolcott Avenue--"Stop";
	W. 65th Street and S. Honore Street--"Stop";
	W. 65th Street and S. Wolcott Avenue--"Stop";
	1800 Block of W. 70th Street and 7000 Block of S. Wood Street--"Slow-Children Crossing";
Kellam (18th Ward)	W. 81st Street (west leg) and S. Tripp Avenue (north leg)--"Stop";
	W. 78th Street and S. Hamilton Avenue-- "Stop";
	W. 86th Street and S. Throop Street--"Stop";
Sheahan (19th Ward)	W. 100th Place and S. Beverly Avenue--"4- Way Stop";
	W. 110th Street and S. Campbell Avenue-- "4-Way Stop";
Krystyniak (23rd Ward)	S. Hamlin Avenue and W. 58th Street--"Stop";
	W. 48th Street and S. Keating Avenue--"3- Way Stop";
Mell (33rd Ward)	W. Moffat Street and N. Campbell Avenue-- "Stop";
Kotlarz (35th Ward)	W. Barry Avenue and N. Harding Avenue-- "Stop";
Laurino for Cullerton (38th Ward)	W. Cornelia Avenue and N. Meade Avenue-- "Stop";
Pucinski (41st Ward)	N. Oconto and W. Peterson Avenues--"4- Way Stop";
Natarus (42nd Ward)	E. Bellview Place and N. Rush Street--"3- Way Stop";

Orr (49th Ward)

W. Jarvis Avenue and N. Greenview Avenue--
--"3-Way Stop";

Roti for Stone (50th Ward)

N. Richmond Street and W. North Shore
Avenue--"2-Way Stop".

2. ZONING ORDINANCE AMENDMENT.

Alderman Huels (11th Ward) presented a proposed ordinance to amend the Chicago Zoning Ordinance, for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning*, as follows:

To classify as an R2 Single Family Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 6-G bounded by

the alley next northwest of W. 31st Street; S. Bonfield Street; the alley next northwest of W. 31st Street; a line 108 feet northeast of S. Bonfield Street; the alley next north of W. 31st Street; S. Keeley Street; the alley next north of W. 31st Street; S. Farrell Street; W. 31st Street; and S. Gratten Avenue.

3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were, *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

D. Davis (29th Ward)

Jeremiah Taylor;

Krystyniak (23rd Ward)

Michael T. Nickolson;

Gabinski (32nd Ward)

Barbara Koczor;

Damato (37th Ward)

Debra D. Tracy;

Natarus (42nd Ward)

N. H. Rosenthal Furs.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

*Referred--PROPOSED ORDINANCE TO ESTABLISH
TAXICAB STAND 539.*

A proposed ordinance to establish taxicab stand 539 on N. Franklin Street, along the west curb, from a point 20 feet north of W. Lake Street to a point 80 feet north thereof for four taxicabs.--*Referred to the Committee on Local Transportation.*

*Referred--PROPOSED ORDINANCE FOR GRANT OF
PRIVILEGE IN PUBLIC WAY.*

Also a proposed ordinance to grant permission and authority to De Paul University to install and maintain a fiber optic telephone cable system under S. Wabash Avenue. Said cable shall run attached to the C.T.A. elevated structure and shall connect the Lincoln Park Campus with the buildings commonly known as 243 S. Wabash Avenue. Said cable shall be installed at a minimum of three (3) feet under grade and shall run for a total of thirty (30) feet under the public way from a point approximately one hundred and thirty (130) feet north of E. Jackson Boulevard on the east side of S. Wabash Avenue.-
-Referred to the Committee on Streets and Alleys.

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/
SIGNBOARD.

Also a proposed order for the issuance of a sign permit to Outdoor Media Inc., 300 N. State Street, Suite 5706, Chicago, IL 60610, to install a sign/signboard at 1921 S. Canalport Avenue, Chicago, IL for general advertisers (various copy).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN BLOOM (5th Ward):

Tribute to Late Richard A. Meyer.

WHEREAS, Richard A. Meyer, age 78 died on December 22, 1983. As a life-long Chicagoan, he resided in the communities of Kenwood and Hyde Park. He was a graduate of Harvard School for Boys and the University of Michigan. During World War II he served in Great Britain as a Sergeant with the United States Air Force; and

WHEREAS, From early adulthood his life was characterized by concern and responsibility for the social welfare of our city and nation. In his business he was engaged in the manufacture and sale of men's clothing in Chicago. He was President of Harvey Brothers, a Chicago-based chain of men's clothing stores, from which he retired; and

WHEREAS, He was active in the formation of the Chicago Division of the American Veterans Committee. He served as Director of Michael Reese Hospital, American Jewish Committee, and Hyde Park Neighborhood Club. He was State Chairman of the Independent Voters of Illinois and was instrumental in drafting Adlai E. Stevenson as a candidate for President in 1952; and

WHEREAS, After his retirement from business, he participated brilliantly as Executive Director in the formation and success of the Chicago Small Business Opportunity Corporation, which became the Chicago Economic Development Corporation. As a special employee of the City of Chicago Office for Senior Citizens, he had particular responsibility for the success of the handicraft program known as "Elder Artisans." To the very end of his life he gave freely of his time and energy in significant volunteer activities; now, therefore,

Be It Resolved, the City Council of Chicago notes with profound sorrow the loss of a valued citizen, Richard A. Meyer, and extends deepest sympathy to his entire family.

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

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

Presented by

ALDERMAN VRDOLYAK (10th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND BUS STAND
LOCATION.

A proposed ordinance to amend an ordinance passed by the City Council on March 14, 1956, C.J.P. p. 2296, by proposing to establish a bus stand at the east curb of S. Stony Island Avenue from a point 110 feet south of the south property line of E. 93rd Street to a point 160 feet south thereof (instead of from a point 170 feet south of the south property line of E. 93rd Street to a point 205 feet south thereof).--*Referred to the Committee on Local Transportation.*

*Referred--*PROPOSED RESOLUTION TO SOLVE ONGOING DISPUTE
BETWEEN CHICAGO SUN-TIMES AND CHICAGO TRIBUNE
NEWSPAPERS.

Also a proposed resolution offering the services of Honorable Harold Washington and Alderman Edward Vrdolyak to mediate and help solve the ongoing dispute between the *Chicago Sun-Times*, and the *Chicago Tribune* and the subsequent employment of Mike Royko.

Two committees having been called (the Committee on Alcoholism and Substance Abuse and the Committee on Committees and Rules) the said proposed resolution was *Referred to the Committee on Committees and Rules.*

Presented by

ALDERMAN MAJERCZYK (12th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SPECIFIED
SIGN/SIGNBOARD.

A proposed order for the issuance of a sign permit to Outdoor Media, Inc., 300 N. State Street, Suite 5706, Chicago, IL 60610, to install a sign/signboard at 4219 S. Cicero Avenue for general advertisers (various copy).--*Referred to the Committee on Zoning.*

Presented by

ALDERMAN BURKE (14th Ward) and ALDERMAN HAGOPIAN (30th Ward):

*Referred--*PROPOSED RESOLUTION URGING COMMENCEMENT OF
HEARINGS TO EXECUTE FRANCHISE AGREEMENT REGARDING
TELEPHONE SYSTEM IN CITY, ETC.

A proposed resolution urging the commencement of public hearings for the purpose of executing a new franchise agreement for the construction, maintenance and operation of a telephone system in the City of Chicago, and termination notice to Illinois Bell Telephone Company as per the passage of the aforementioned resolution. -- *Referred to a special joint committee comprised of the members of the Committee on Finance and the Committee on Public Utilities.*

Presented by

ALDERMAN BURKE (14th Ward), ALDERMAN HAGOPIAN (30th Ward),
and ALDERMAN GABINSKI (32nd Ward):

*Referred--*PROPOSED RESOLUTION TO CONSTITUTE AS WRITTEN
DEMAND ON COMMONWEALTH EDISON CO. PER CERTAIN
UNFAIR PAYMENT PROVISION IN
SPECIFIED ORDINANCE.

A proposed resolution which shall constitute a written demand on Commonwealth Edison Company that the single lump sum payment of 4 percent of its aggregate revenues on the 31st day of December each year is unreasonable and unfair to the City of Chicago because of a change in economic conditions, public regulations and laws and that the May 25, 1948 ordinance provision should be amended to correct this unreasonable and unfair condition, also that a special joint committee of the

Committee on Public Utilities and the Committee on Finance be and hereby is created to conduct an investigation into the drafting of an appropriate amendment to the May 25, 1948 ordinance to correct any unreasonable or unfair provision of such ordinance and that such joint committee shall, at the completion of its investigation, submit a report to the Chicago City Council. -- *Referred to a special joint committee comprised of the members of the Committee on Finance and the Committee on Public Utilities.*

Presented by

ALDERMAN KELLAM (18th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Blake - Lamb Funeral Home, Inc. to maintain and use an existing canopy attached to the building or structure located at 3737 W. 79th Street. -- *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN SHEAHAN (19th Ward):

Referred -- PROPOSED ORDINANCE TO AMEND CHAPTERS 52, 78, and 78.2 OF MUNICIPAL CODE REGARDING SMOKE DETECTORS.

A proposed ordinance to amend Chapters 52, 78, and 78.2 of the Chicago Municipal Code, specifically portions of Sections 52-11, 52-11.1, 78-2.5 and 78.2, in reference to the specific requirements and regulations of smoke detectors within certain buildings. -- *Referred to the Committee on Buildings.*

Referred -- PROPOSED ORDINANCE TO AMEND CHAPTER 67 OF MUNICIPAL CODE IN REFERENCE TO BUILDING REQUIREMENTS.

Also a proposed ordinance to amend Chapter 67 of the Chicago Municipal Code, by the addition of a new section to be known as Section 67-9.5 in reference to the location and dimensions of certain descriptive letter(s)/number(s) within the stairways of buildings (interior or exterior of door access). -- *Referred to the Committee on Buildings.*

Presented by

ALDERMAN KELLEY (20th Ward) and OTHERS:

**Congratulations Extended to Rev. Jesse L. Jackson on
Occasion of His Successful Efforts to Free
Lt. Robert O. Goodman.**

A proposed resolution, presented by Aldermen Kelley, Rush, Evans, Sawyer, Beavers, Humes, Hutchinson, Langford, Streeter, Sherman, W. Davis, Smith, D. Davis and Frost, reading as follows:

WHEREAS, On December 4, 1983, U.S. Navy Lt. Robert O. Goodman, Jr. was shot down and captured by Syrian forces as he flew a mission over Lebanon; and

WHEREAS, U. S. diplomatic efforts to secure his release were stymied by the refusal of Syrian President Hafez Assad to release him until the U. S. agreed to certain conditions; and

WHEREAS, With these diplomatic negotiations at an impasse, Reverend Jesse L. Jackson announced that he would travel to Syria and make a personal appeal for the release of Lt. Goodman; and

WHEREAS, In the face of public skepticism, including the refusal of President Reagan to endorse this bold initiative, Jackson embarked on his journey where he met with President Assad and made a moral and humanitarian appeal for Goodman's freedom; and

WHEREAS, After his departure was postponed twice at the request of the Syrian government, Jackson's courage and perseverance were rewarded when President Assad released Lt. Goodman; now, therefore,

Be It Resolved, By the Mayor and Members of the Chicago City Council in meeting assembled this 11th day of January 1984, that we do hereby congratulate Reverend Jesse L. Jackson for his successful efforts to free Lt. Robert O. Goodman and express our appreciation for his courageous and humanitarian action; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Reverend Jesse L. Jackson.

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

On motion of Alderman Kelley the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

Congratulations Extended to Karen Bukowski on
Placing Sixth in Honolulu Marathon.

Also a proposed resolution reading as follows:

WHEREAS, Karen Bukowski, a long distance runner from Chicago's southwest side, last month placed sixth in the 11th annual Honolulu Marathon in Hawaii; and

WHEREAS, The 5 feet 2 inch, wife and mother has only been running six years and already has made singular strides: she qualified last June for the Olympic trials at the Avon Women's Marathon held in Los Angeles last June, and competed in America's Marathon in Chicago October 16, placing 16th among women runners in the best time among all women runners from the City of Chicago; and

WHEREAS, Karen Bukowski's excellence in sportsmanship brings invitations to compete in marathons throughout this great nation, and her "I Will" spirit typifies the dedication which our City asks of its citizens; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 11th day of January, 1984, do hereby express our congratulations to Karen Bukowski on having placed sixth among all women runners in the 11th Annual Honolulu Marathon, as well as our best wishes to this fine young athlete and mother for great successes and happiness in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Karen Bukowski.

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

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

Congratulations Extended to Ernest Jaseckas on
Achieving Rank of Eagle Scout.

Also a proposed resolution reading as follows:

WHEREAS, Ernest Jaseckas, an outstanding member of the St. Symphorosa Boy Scout Troop 1439, has completed all the requirements needed to attain Scouting's highest rank, the rank of Eagle Scout; and

WHEREAS, Ernest Jaseckas has worked long and hard to learn and perform all the skills for this rank and exemplifies all that the leaders of our great City of Chicago hope for our youth, earning our recognition and support; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 11th day of January, 1984, do hereby offer our congratulations to Ernest Jaseckas on achieving the rank of Eagle Scout, and our best wishes to this fine young citizen for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ernest Jaseckas.

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

On motion of Alderman Krystyniak the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

Tribute to Late John Blassingame.

WHEREAS, Almighty God in his infinite wisdom and mercy called to his eternal peace a husband, father and friend; and

WHEREAS, John Blassingame was an outstanding citizen in his community and was actively involved in the development of Real Estaters and assisted many people in obtaining homes and pleasant surroundings in which to live; and

WHEREAS, In his chosen field, John Blassingame had the unique ability to work effectively for a bureaucracy and at the same time serve as an advocate for the needs and rights of the people; and

WHEREAS, John Blassingame spent much of his life in the service of others, his family, friends, community and City and exemplified the essence of what good citizenship means; now, therefore,

Be It Resolved, By the Honorable Harold Washington and the members of the City Council of the City of Chicago, that we honor the memory of John Blassingame and revere his outstanding citizenship at this meeting on the 11th day of January, 1984; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to his family as a token of our appreciation for his contribution to the City of Chicago.

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

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

Tribute to Late Eugene Whaley.

Also a proposed resolution reading as follows:

WHEREAS, Almighty God in his infinite wisdom and mercy called to his eternal peace our friend and brother, Eugene Whaley; and

WHEREAS, Eugene Whaley was an outstanding citizen in his community who toiled long and hard for the overall betterment of his area and was deeply involved in the organization and development of Operation Brotherhood, an organization that serves the elderly and handicapped on a daily basis; and

WHEREAS, Eugene Whaley, was a devout humanitarian, family man and Christian who professed and displayed sincere love for the Almighty and his fellowman; now, therefore,

Be It Resolved, That we, the Honorable Harold Washington and members of the City Council of the City of Chicago in meeting this 11th day of January, 1984, do personally mourn the passing of Eugene Whaley, and we extend our heartfelt sympathy to his wife, Belle and his family as we express appreciation that this great man has lived among us; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Whaley's wife, Belle, for her memory and edification.

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

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

Presented by

ALDERMAN SANTIAGO (31st Ward):

Referred--PROPOSED ORDINANCE TO AMEND 1984 ANNUAL APPROPRIATION
ORDINANCE TO PROVIDE ENERGY ASSISTANCE PAYMENTS
TO CERTAIN CITIZENS.

A proposed ordinance to amend the 1984 Annual Appropriation Ordinance which would provide energy assistance payments to low-income Chicagoans to pay their winter heating bills, the actual amount to depend on actual 1984 utility tax revenues exceeding the projections in the 1984 Annual Appropriation Ordinance.--*Referred to the Committee on Finance*.

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 11
OF MUNICIPAL CODE TO REDIVIDE CERTAIN
POLICE DISTRICTS.

Also a proposed ordinance to amend Chapter 11 of the Chicago Municipal Code by adding a new section to be known as Section 11-4, which would divide police districts from time to time as necessitated by census changes so that each of the fifty wards in the City is located in and is served by a maximum of two police districts.--*Referred to the Committee on Police, Fire and Municipal Institutions*.

Referred--PROPOSED RESOLUTION TO MEMORIALIZE ILLINOIS
COMMERCE COMMISSION TO ENFORCE POLICY.

Also a proposed resolution to memorialize the Illinois Commerce Commission to enforce its policy, especially upon Peoples Gas Company, of forbidding winter heat shut-offs.--*Referred to the Committee on Public Utilities*.

Presented by

ALDERMAN SANTIAGO (31st Ward) and ALDERMAN VRDOLYAK (10th Ward):

Referred--PROPOSED RESOLUTION TO CONDUCT HEARINGS ON
DELIVERY OF CITY SERVICES TO HISPANIC COMMUNITY.

A proposed resolution urging that the City Council Committee on Neighborhood and Community Affairs conduct hearings on the delivery of City services or lack thereof to the Hispanic Community.

Two committees having been called (the Committee on Neighborhood and Community Affairs and the Committee on Committees and Rules) the said proposed resolution was *Referred to the Committee on Committees and Rules*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred--PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE IN
PUBLIC WAY.

A proposed ordinance to grant permission and authority to Horween Leather Company to occupy and use twelve hundred forty square feet of space for the purpose of housing three sheds and a hopper extending to the roof at the rear of building located at 2015-2021 N. Elston Avenue on the westerly side of the sixty-six-foot right of way of N. Mendell Street.--*Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN KOTLARZ (35th Ward):

Committee on Finance Directed to Hold Hearings, Etc.
Concerning First Federal Savings and Loan
Assn. Takeover by Citibank.

A proposed resolution reading as follows:

Be It Resolved, That the City Council Committee on Finance hold public hearings on and otherwise investigate the takeover of First Federal Savings and Loan Association by Citibank of New York.

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*, by a viva voce vote.

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING
CANOPY.

Also a proposed order for issuance of a permit to Mazzei Enterprises, Inc. to maintain and use an existing canopy attached to the building or structure located at 3535 N. Pulaski Road.--*Referred to the Committee on Streets and Alleys*.

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL CERTAIN
SIGN/SIGNBOARD.

Also a proposed order for issuance of a sign permit to Foster and Kleiser, 4000 S. Morgan Street, Chicago, IL 60609, to install a sign/signboard at 3809 N. Pulaski Road for various advertisers.--*Referred to the Committee on Zoning*.

Presented by

ALDERMAN NATARUS (42nd Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING
CANOPY.

A proposed order for issuance of a permit to News Group Chicago, Inc., to maintain and use an existing canopy attached to the building or structure located at 401 N. Wabash Avenue.--*Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN ORR (49th Ward):

*Referred--*PROPOSED RESOLUTION TO PROVIDE ENERGY
ASSISTANCE PAYMENTS TO LOW-INCOME CHICAGOANS
TO PAY THEIR WINTER HEATING BILLS.

A proposed resolution to monitor actual City revenues and expenditures during 1984, including the extent to which utility tax revenues exceed projections, in order to provide, if fiscally feasible, a supplemental appropriation of up to five million dollars to assist low-income Chicagoans to pay their heating bills, especially families with children and senior citizens.--*Referred to the Committee on Finance.*

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 Permit:

BY ALDERMAN HANSEN (44th Ward):

Resurrection Lutheran Church--for installation of a new boiler on the premises known as 3309 N. Seminary Avenue.

License Fee Exemptions:

BY ALDERMAN EVANS (4th Ward):

Grant A.M.E. Church Day Care Center, 4025 S. Drexel Boulevard.

Nicholas J. Pritzker Children's Psychiatric Unit of Michael Reese Hospital and Medical Center, 800 E. 55th Street.

BY ALDERMAN HUTCHINSON (9th Ward):

V and J Day Care Center, Inc., 1 E. 113th Street.

BY ALDERMAN NARDULLI (26th Ward):

Erie Family Health Center, Inc., 1347 W. Erie Street.

BY ALDERMAN SMITH (28th Ward):

Bethany Hospital, 3821 W. Washington Boulevard.

BY ALDERMAN FROST (34th Ward):

Roseland Community Hospital Association, 45 W. 111th Street.

BY ALDERMAN DAMATO (37th Ward):

Saint Anne's Hospital, 4950 W. Thomas Street.

BY ALDERMAN ORBACH (46th Ward):

American Indian Health Service of Chicago, Inc., 838 W. Irving Park Road.

Cancellation of Warrants for Collection:

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, sundry locations--elevator inspections.

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Day Nursery, 4600 S. McDowell Avenue--elevator inspection.

BY ALDERMAN SHEAHAN (19th Ward):

Washington and Jane Smith Home, 2340 W. 113th Place--boiler and fuel burning equipment and fire prevention inspections (2).

BY ALDERMAN MELL (33rd Ward):

The Lutheran Day Nursery, 1802-1808 N. Fairfield Avenue--building inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, 6016 N. Nina Avenue--fire prevention inspection.

BY ALDERMAN NATARUS (42nd Ward):

Illinois College of Podiatric Medicine, 1001 N. Dearborn Street--sign and surcharge inspections.

Northwestern Memorial Hospital, sundry locations--building inspections.

Rehabilitation Institute of Chicago, 345 E. Superior Street--building inspection.

BY ALDERMAN HANSEN (44th Ward):

Morning Dance and Arts Center, 1034 W. Barry Avenue--assembly inspection.

Refund of Fees:

BY ALDERMAN BLOOM (5th Ward):

South Shore United Methodist Child Care Center, 7350 S. Jeffery Boulevard--Refund for the amount of \$75.00.

BY ALDERMAN OBERMAN (43rd Ward):

Messrs. Lawrence J. Gutter and Abraham Leo Sacks, c/o Metrocenter Corporation, 4444 N. Michigan Avenue--Refund of Building Permit No. B-588527 for the amount of \$13,792.00.

APPROVAL OF JOURNAL OF PROCEEDINGS.

Journal (December 22, 1983).

Alderman Burke moved to *Correct* the printed Official Journal of the regular meeting held on December 22, 1983, as follows:

Page 4170 - by deleting the word "*him*" appearing on the eighth line from the bottom of the page and inserting the work "*it*" in lieu thereof;

Page 4204 - by deleting the words "*Disabilities and*" appearing on the seventh line from the bottom of the page and inserting the words "*Disability, an*" in lieu thereof.

The motion to correct *Prevailed*.

**Journal (December 27, 1983)
Special Meeting.**

The City Clerk submitted the printed Official Journal of the Proceedings of the Special Meeting held on Tuesday, December 27, 1983, at 3:00 P.M., signed by him as such City Clerk.

Alderman Burke moved to *Correct* said printed Official Journal as follows:

Summary "C" on Roman Numeral II, the Account entitled "Deduct Inter-Fund Reimbursements," the numbers should read under columns General Expense and Total Appropriation the amount of \$169,433,376.

Summary "D" on Roman Numeral VIII, the Account entitled "Deduct Reimbursements between Funds," the number should read under the column Totals the amount of \$169,433,376.

Summary "E" on Roman Numeral XII, the Account entitled "Deduct Reimbursements between Funds," the number should read under the column Totals the amount of \$169,433,376.

And those miscellaneous corrections attached hereto.

[Corrections are printed on pages 4583 thru
4602 of this Journal.]

The motion to correct *Prevailed*.

Thereupon, Alderman Burke moved to *Approve* said printed Official Journal *as corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

Journal (December 28, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, December 28, 1983, at 12:30 P.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
166		DEPARTMENT OF STREETS AND SANITATION				
		Bureau of Streets				
		Administration - 5211				
	0380	Director of Administration I	1	35,985	1	35,796
		Schedule Salary Adjustments		9,301		9,490

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HEALTH				
		Medical Examination & Emergency				
		Treatment - 3158				
86	0406	Clinic Clerk	1	14,352	1	15,072
86		Schedule Salary Adjustments		3,138		1,174
		North Park Village - 3159				
86	3480	Neighborhood Health Center Administrator I	1	28,392	1	29,844
86	3752	Public Health Nurse II	1	19,416	1	28,692
86	3169	Medical X-Ray Technician II	1	19,224	1	20,184
87		Schedule Salary Adjustments		3,640		
		Greater Lawn Mental Health Center - 3169				
88	3750	Clinic Nurse	1	19,416	1	24,780
88		Schedule Salary Adjustments		1,810		
		Bureau of Public Health - 3180				
91	0810	Executive Secretary II	1	18,312	1	19,224
91		Schedule Salary Adjustments		759		
		Health Regulations - 3182				
92	3465	Public Health Administrator I	1	18,312	1	21,180
92	0549	Medical Records Librarian	1	21,180	1	23,388
		Schedule Salary Adjustments		18,980		2,149

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HEALTH				
		Office of Commissioner - 3111				
77	9670	Director of Intergovernmental Affairs	1	40,000		
	9708	Coordinator of Intergovernmental Affairs			1	35,796
77		Schedule Salary Adjustments		1,542		5,746
		Operational Research & Systems Development - 3131				
79	1142	Senior Operations Research Analyst	1	29,844	1	31,320
79		Schedule Salary Adjustments		1,802		326
		South Lawndale Clinic - 3152				
85	3613	Licensed Practical Nurse	1	15,072	1	16,608
85		Schedule Salary Adjustments		1,724		188
		South Chicago Health Clinic - 3154				
	0406	Clinic Clerk	1	11,844	2	11,844
85	0406	Clinic Clerk	3	9,780	2	9,780
	0836	Senior Typist	1	10,272	1	15,072
86		Schedule Salary Adjustments		5,620		

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting
Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF AVIATION						
307	7034	Chicago-O'Hare International Airport - 8654 Technical Services Manager - O'Hare	1	37,368	1	39,072
310		Schedule Salary Adjustments		80,215		78,511
O'Hare Parking Facility Operation - 8659						
310	7156	Assistant Director - O'Hare Parking			1	24,528
	7156	Assistant Director - O'Hare Parking	2	22,260	1	22,260
311		Schedule Salary Adjustments		18,779		16,511

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF STREETS & SANITATION				
		Bureau of Streets				
253	5210.340	Material and Supplies		1,016,572		965,020

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Soecial Meeting
Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS				
		Bureau of Construction				
	6421	Contracts				
	6144	Engineering Technician V	1	25,776	3	25,776

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS				
		Bureau of Construction				
	6421	Contracts				
		Schedule Salary Adjustments		47,891		15,598
	6422	Architectural				
	02	Trades				
	4455	Plasterer	1	15.83H	2	15.83H

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Soecial Meeting
Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
182	5611 7135	DEPARTMENT OF STREETS AND SANITATION				
		Bureau of Equipment Services				
		Administration				
		Assistant Superintendent of Equipment Operations	1	34,272	1	39,072
		Less Turnover		476,000		480,800

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF POLICE				
		Public & Internal Information Division - 4131				
9717		Director Public & Internal Information	1	43,350	1	52,446
		Schedule Salary Adjustments		1,284		1,188
		Police Identification - 4166				
0421		Principal Clerk	3	17,412	2	17,412
9259		Police Photographer I			1	17,412
		Less Turnover		5,499,000		5,508,000

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Soecial Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		ANIMAL CARE AND CONTROL - 4710				
158	3487	Supervisor of Pavillion Maintenance Aides	1	19,224	2	19,224
159	3498	Animal Control Officer Aide	6	12,396	5	12,396
159		Less Turnover		50,000		56,000
158	.015	Schedule Salary Adjustments		23,759		22,931

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	STRIKE		INSERT	
			No.	Amount	No.	Amount
138		DEPARTMENT OF FIRE				
		Fire Prevention - 4213				
	8875	Fire Prevention Engineer II	1	24,528	2	24,528
	8875	Fire Prevention Engineer II	1	23,388		
		Schedule Salary Adjustments		28,970		27,830

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting
Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		COMPTROLLER'S OFFICE				
		Administrative Services - 1503				
		Administration - 01				
	0421	Principal Clerk	1	14,352		
	0423	Head Clerk			1	15,072
		Schedule Salary Adjustments		2,845		2,125

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Soecial Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		Department of Personnel Employment Services - 1714				
	1307	Personnel Intern	1	13,368	1	13,668
		Schedule Salary Adjustments		9,507		9,207

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Soecial Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
40		CITY CLERK Providing Research and Record Service to City Council - 1414				
		Schedule Salary Adjustments		6,954		6,306

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
23	0823	CITY COUNCIL City Council - 1210 Senior Stenographer	1	13,020	1	13,668

PROPOSED AMENDMENT TO
1984 APPROPRIATION ORDINANCE

Schedule A 1

<u>Page</u>	<u>Department</u>	<u>Strike</u>	<u>Insert</u>
1 E	Department of Housing	6	8
1 E	Department of Streets & Sanitation	41	46
1 E	Department of Public Works	20	77

PROPOSED AMENDMENTS TO 1984 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page _____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		MAYOR'S OFFICE OF INQUIRY AND INFORMATION				
		General Information Service - 1180				
	0738	Information Representative III	1	24,528		
	0738	Information Representative III			1	25,776
	0733	Information Representative I	1	14,352		
	0733	Information Representative I			1	12,396
		Schedule Salary Adjustments		4,223		
		Schedule Salary Adjustments				4,931

PROPOSED AMENDMENTS TO 1984 APPROPRIATION ORDINANCE

100 - Corporate Fund

Page _____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS				
		Bureau of of Buildings Managment				
		Telephone Communications - 6436				
	0687	Chief Telephone Operator	2	16,608		
	0687	Chief Telephone Operator	3	13,668		
	0683	Telephone Operator	2	15,072		
	0683	Telephone Operator	5	13,668	3	13,668
	0683	Telephone Operator	15	13,020	12	13,020
	0683	Telephone Operator	6	12,396	4	12,396
	0683	Telephone Operator	4	15,828	5	15,828
	0413	Inquiry Aide I			1	15,072
	0413	Inquiry Aide I			1	13,668
	0733	Information Representative I			1	15,072
	0733	Information Representative I			3	13,668
	0733	Information Representative I			3	13,020
	0733	Information Representative I			1	12,396
	0734	Information Representative II			2	16,608
	0734	Information Representative II			1	13,668
		Schedule Salary Adjustments		16,165		12,733

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Roman Numeral VII after Summary "E" should read:

Section 8: This Ordinance shall be effective upon its passage and due publication.

JOURNAL CORRECTION

The Special Pamphlet published as an addendum to the Special Meeting Journal of December 27, 1983, should be corrected as follows:

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
228		DEPARTMENT OF WATER				
		Bureau of Water Service				
		Reading Meter - 3232				
	1063	Supervisor of Water Rate Takers	2	27,060	3	27,060
		Schedule Salary Adjustments		4,243		4,193
		Bureau of Water Operations				
		Water Purification Division - 8340				
	.570	Construction Revisions at Jardine Plant		1,600,000		1,573,000

MISCELLANEOUS BUSINESS.

**Welcome Extended to New Publisher of Chicago
Sun-Times Newspaper.**

Alderman Pucinski and others submitted the following proposed resolution:

WHEREAS, The Chicago Sun-Times has undergone a change of ownership from Field Enterprises Incorporated to News America Publishing Incorporated; and

WHEREAS, News America Publishing Incorporated is a subsidiary of News Corporation Limited, an Australian public company whose chief executive is Rupert Murdoch; and

WHEREAS, Mr. Murdoch in purchasing the Chicago Sun-Times has stated it is his intention to retain the high caliber of journalism presented to the people of Chicago by the Sun-Times under its prior owners; and

WHEREAS, The Chicago Sun-Times has brought great honor to Chicago by being one of this nation's truly outstanding publications; and

WHEREAS, The Chicago Sun-Times frequently has served as the conscience of Chicago by exposing the deficiencies of government; and

WHEREAS, In the most competitive arena of American journalism which we find in Chicago, the Chicago Sun-Times has consistently been honored for its excellence in journalism; and

WHEREAS, The Chicago Sun-Times staff daily brings to its readers a range of news coverage seldom paralleled; and

WHEREAS, Mr. Murdoch and Robert E. Page, the new president and publisher of the Chicago Sun-Times have both indicated a desire to retain the superb staff at the Sun-Times which will continue to serve the City of Chicago; now, therefore,

Be It Resolved: 1. That the Mayor and the City Council of Chicago extend our welcome to Mr. Murdoch and Mr. Page and express to them and the entire Sun-Times staff our wishes for continued success;

2. We sincerely hope that the changing of the guard at the Sun-Times will carry the Chicago Sun-Times to even greater heights of excellence than heretofore enjoyed by this imposing newspaper.

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

Thereupon, on motion of Alderman Pucinski, the foregoing proposed resolution was *Adopted*, by a viva voce vote.

Presence of Visitors Noted.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

35 students from Lindbloom Technical High School (15th Ward) accompanied by Ms. Cindy McClendon;

19 students from Jones Metropolitan High School of Business and Commerce (1st Ward), accompanied by Mrs. Louise Billingsley.

The visitors were warmly applauded and the Mayor invited them to attend future meetings.

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 eleventh (11th) day of January, 1984 at 10:00 A.M. be and the same is hereby fixed to be held on Friday, the twentieth (20th) day of January, 1984, 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, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Damato, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr,--43.

Nays--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, January 20, 1984 at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.