

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

COPY



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

Regular Meeting—Wednesday, December 10, 1986

at 10:00 A.M.

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

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- None.

Call to Order.

On Wednesday, December 10, 1986 at 12:27 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Mr. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Quorum present.

Invocation.

Deacon Thomas B. Ewers, St. Denis Church, opened the meeting with prayer.

DECLARATION OF YEAR 1987 AS "CHICAGO'S SESQUICENTENNIAL YEAR."

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

WHEREAS, March 4, 1987 is the 150th Anniversary of the City of Chicago's Incorporation; and

WHEREAS, The tiny settlement of the village of Chicago had a population of 350 people in 1833 and increased by over 1000 per cent in less than four years and then was considered a "City"; and

WHEREAS, Through a democratic process of discussion and debate, a city charter was approved by the whole community of Chicago and then enacted by the State of Illinois; and

WHEREAS, Chicago has grown from these simple roots into the heart and soul of America, with a proud ethnic heritage, strong positive work ethic, and generous spirit; and

WHEREAS, This "City of Big Shoulders" survived a devastating fire in 1871 and rebuilt itself with the energy and vision of its people into a prosperous and creative force; and

WHEREAS, This force has produced greatness in music, art, literature, architecture, commerce, science and athletic achievement and has offered sons and daughters of great prominence to the world; and

WHEREAS, All citizens of Chicago will be called upon to discover the history of their city and to explore their own origins in Chicago; and

WHEREAS, The pursuit of knowledge can be a vehicle for uplifting the hopes of the citizens of our city because as we uncover the past we are better able to confront the future; now, therefore,

Be It Resolved, This 10th day of December, 1986 that the Mayor and City Council of the City of Chicago declares 1987 to be Chicago's Sesquicentennial Year and invites all residents and friends of Chicago to participate actively in the many celebrations and that the March 4, 1987 birthday date be appropriately commemorated.

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

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

At this point in the proceedings, Mayor Washington presented to the City Council "our city's first business people . . . the real discoverers of the City of Chicago . . . Mr. and Mrs. Jean Baptiste Point Du Sable". Imparting further historical perspective, the Mayor noted that while there exist "more than one hundred businesses in our city that are over one hundred years old", there is but one retail business that equals Chicago's 150 year milestone -- C. D. Peacock.

Mr. Jack McDivitt, President of C. D. Peacock, then approached the rostrum and presented Mayor Washington with a china bowl designed by C. D. Peacock in honor of the city's 150th anniversary. Accepting the bowl on behalf of the city, Mayor Washington stated that copies of the bowl would become the city's official 1987 gift for dignitaries and heads of state.

Mr. McDivitt then thanked the city for "all the years of help and cooperation" and expressed the hope that his company could "be of some help in making this year a very successful one".

CONGRATULATIONS EXTENDED TO FARRAGUT HIGH SCHOOL
UPON WINNING 1986 CITY VARSITY SOCCER
CHAMPIONSHIP.

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

WHEREAS, The Farragut High School Varsity Soccer Team is the 1986 winner of the Red Division South and the Chicago City Soccer Championship; and

WHEREAS, Farragut High School, located at 2345 South Christiana Avenue, is also the winner of the 1983 White Division South, 1984 Red Division South winners and runners-up in the City Championship, and 1985 winners of the Red Division South; and

WHEREAS, These victories were achieved under the direction of Head Coach Clemente Lima and the coaching staff of Farragut High School; and

WHEREAS, The members of the Farragut High School 1986 City Championship Soccer Team are: Salvador Garcia, Pablo Hernandez, Gavino Favela, Luis Santana, Angel Ocampo, Joel Vasquez, Armando Ortiz, Abel Uribe, Carlos Hernandez, Pedro Rodriguez, Martin Manzanarez, Ignacio Gonzalez, Alejandro Contreras, Miguel Alvarez, Miguel Garcia, Benjamin Rodriguez, Lazaro Marjarez, Jaime Vasquez, Gustavo Garcia, and Statistician Jannet Halfar; and

WHEREAS, Farragut High School, whose principal is Mr. Steve Newton, Jr., has surpassed an enviable Chicago League record of 15 wins, no losses and one tie in 1986; and

WHEREAS, The Farragut High School Soccer Team has a 6 win and 4 loss record outside Chicago; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council assembled this 10th day of December, 1986, do hereby congratulate the Farragut High School "Admirals," as the 1986 Chicago City Varsity Soccer Champions; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Farragut High School "Admirals".

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

On motion of Alderman Garcia (seconded by Alderman D. Davis) the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, Mayor Harold Washington invited Head Coach Clemente Lima, the coaching staff, Principal Steve Newton, Jr., and the "Admirals" players to the rostrum.

Both Principal Steve Newton, Jr. and Coach Lima thanked Mayor Washington and the City Council on behalf of the team and Farragut High School, stating that the team was proud to represent the City of Chicago.

CONGRATULATIONS EXTENDED TO SIMEON VOCATIONAL HIGH
SCHOOL UPON WINNING 1986 CHICAGO PUBLIC LEAGUE
VARSITY FOOTBALL CHAMPIONSHIP.

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

WHEREAS, The Simeon Vocational High School Varsity Football Team won the Chicago Public League Championship on November 22, 1986; and

WHEREAS, The Simeon Vocational High School Football Team, located at 8235 South Vincennes Avenue in Chicago, Illinois, known as the "Blue Machine" emerged as Public League Champions over Tilden Technical High School with a 12-2 record; and

WHEREAS, The Simeon Vocational High School Varsity Football Team is composed of members: Dewan Kennedy, Danta Shanklin, Eddie Taylor, Byron Day, Curtis Streeter, Vincent Moore, Jemal Johns, George Williams, Joel Jennings, Rodderick Gray, Latitus Vaughn, Byron Daniels, Johnny Mitchell, Antoine Pryor, Eric Seveir, Marcus Burns, Shawn Gill, Antoine Phillips, Dale Mitchell, Leonard Carr, Thomas Ketchum, Robert Simmons, Ryan Wilson, William Johnson, Troy Tucker, Gregory Mitchell, Marl Elliott, Ronald Harris, Clifton Jefferson, Mark Oates, Sherman Wesley, Ricky Howard, Robert Adams, and Head Coach Al Scott, and Varsity Assistants: D. Allen, J. Chick, J. Lilly, A. Parker, and B. Rodgers, plus nine volunteer coaches; and

WHEREAS, The Simeon Football Program boasts the highest number of players in college and the highest number of ex-players graduated from college across the nation in 1985 setting the record for more athletes placed in college than anyone past or present; and

WHEREAS, Simeon Vocational High School, under the leadership of its principal, Mr. Ned L. McCray, has made four Public League Championship appearances in its history and won two Public League Championships in the last four years; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council, assembled this 10th day of December, 1986, do hereby congratulate the Simeon Vocational High School "Blue Machine" as the 1986 Chicago Public League Varsity Football Champions; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Simeon Vocational High School "Blue Machine."

Alderman Streeter 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 Streeter (seconded by Aldermen Sherman, D. Davis, Bitoy, Sawyer, Mell and Langford) the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, Mayor Harold Washington invited Principal Ned L. McCray, Head Coach Al Scott, and the "Blue Machine" players to the rostrum.

Simeon Vocational Principal McCray thanked Mayor Harold Washington and the City Council for the honor accorded them. The Mayor then introduced Head Coach Al Scott, who also thanked Mayor Washington for the support provided the Simeon program.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Referred -- EXECUTION OF LOAN AND SECURITY AGREEMENT
WITH KNICKERBOCKER-LOWENTHAL CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to execute, on behalf of the City of Chicago, a loan and security agreement with Knickerbocker-Lowenthal Corporation.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- WITHDRAWAL OF MAYOR'S APPOINTMENT OF MS. FRANCES
KAHN ZEMANS AS MEMBER OF BOARD OF MUNICIPAL
INVESTIGATION.

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

December 10, 1986.

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

LADIES AND GENTLEMEN -- I hereby withdraw the nomination of Frances Kahn Zemans as a member of the Board of Municipal Investigation submitted to you on October 27, 1986.

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

Referred -- APPROVAL OF TAX INCREMENT FINANCING
PLAN FOR CHINATOWN REDEVELOPMENT
PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Chinatown Redevelopment Tax Increment Financing Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF TAX INCREMENT FINANCING
PLAN FOR EDGEWATER REDEVELOPMENT
PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance approving a Tax Increment Redevelopment Plan and Redevelopment Project for the Edgewater Redevelopment Tax Increment Financing Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION OF TAX INCREMENT
FINANCING PLAN FOR CHATHAM RIDGE
REDEVELOPMENT PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing a Tax Increment Redevelopment Plan and Redevelopment Project for the Chatham Ridge Redevelopment Tax Increment Financing Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ISSUANCE AND SALE OF MULTI-FAMILY HOUSING
REVENUE BONDS, SERIES 1986 FOR CHICAGO BEACH
APARTMENTS.

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

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the issuance and sale of City of Chicago, Multi-Family Housing Revenue Bonds, Series 1986 (Industrial Development Bond Insurance -- Chicago Beach Apartments), in an amount not to exceed \$3,800,000.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF REDEVELOPMENT AGREEMENT FOR
CHICAGO BEACH HOUSING DEVELOPMENT.

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

December 10, 1986.

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

12/10/86

COMMUNICATIONS, ETC.

37643

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving entering into a Redevelopment Agreement for the Chicago Beach Housing Development Grant. The project, located at 5100 South Cornell, has been awarded a \$816,463 grant.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF ILLINOIS DEVELOPMENT ACTION
GRANT REDEVELOPMENT AGREEMENT FOR
JEFFERY APARTMENTS.

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

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving an Illinois Development Action Grant (I.D.A.G.) redevelopment agreement for Jeffery Apartments located at 71st and Jeffery.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF REDEVELOPMENT AGREEMENT
FOR JEFFERY APARTMENTS HOUSING
DEVELOPMENT PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving entering into a Redevelopment Agreement for the Jeffery Apartments Housing Development Grant. The project, located at 71st Place and Jeffery, has been awarded a \$4,300,000 grant.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF ISSUANCE AND SALE OF MULTI-FAMILY
HOUSING REVENUE BONDS, SERIES 1986, FOR
JEFFERY APARTMENTS.

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

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the issuance and sale of City of Chicago, Multi-Family Housing Revenue Bonds, Series 1986, (FHA insured mortgage loan -- Jeffery Apartments), in an amount not to exceed \$4,000,000.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION OF FINANCING PLAN FOR
RYAN GARFIELD REDEVELOPMENT PROJECT.

12/10/86

COMMUNICATIONS, ETC.

37645

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

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing a Tax Increment Redevelopment Plan and Redevelopment Project for the Ryan Garfield Redevelopment Tax Increment Financing Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF FLIGHT KITCHEN AND SITE AGREEMENT
WITH S.A.S. SERVICE PARTNER, INCORPORATED PERTAINING
TO PREMISES AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Commissioner to execute a Flight Kitchen and Site Agreement between the City of Chicago and S.A.S. Service Partner, Inc. pertaining to premises at Chicago O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF MEMORANDUM OF AGREEMENT WITH
FEDERAL AVIATION ADMINISTRATION PERTAINING
TO PREMISES AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Commissioner to execute a Memorandum of Agreement between the City of Chicago and the Federal Aviation Administration pertaining to premises at Chicago O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF HANGAR AND HANGAR SITE AGREEMENT
WITH BEATRICE COMPANIES, INCORPORATED FOR LEASE
OF CERTAIN PREMISES 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

December 10, 1986.

12/10/86

COMMUNICATIONS, ETC.

37647

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance approving a Hangar and Hangar Site Agreement between the City of Chicago and Beatrice Companies, Inc. for the lease of certain premises at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF AMENDMENT NUMBER 1 TO DESIGNATION
REPORT AND TO REDEVELOPMENT PLAN
FOR 63RD-KEDZIE BLIGHTED
COMMERCIAL AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith ordinances approving Amendment No. 1 to the Designation Report and Amendment No. 1 to the Redevelopment Plan for the 63rd-Kedzie Blighted Commercial Area.

Also enclosed are certified copies of resolutions adopted by the Commercial District Development Commission at their meeting of August 27, 1986, approving the above amendments and requesting the approval of the City Council.

Your favorable consideration of these ordinances will be appreciated.

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

Referred -- APPROVAL OF AMENDMENT NUMBER 5 TO
CHICAGO-ORLEANS REDEVELOPMENT PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 5 to the Chicago-Orleans Redevelopment Plan. This Amendment provides for a change in the land use for the area bounded by West Institute Place, North Wells Street, West Chicago Avenue and North Franklin from "institutional" and "commercial, light industrial and/or institutional" to "commercial" and the area bounded by West Walton Street, North LaSalle Street, West Chestnut Street and North Wells Street from "commercial, light industrial and/or institutional" to "institutional." The former area includes Disposition Parcel C-1, a two-story structure on a 2,000 square foot lot.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at a Regular Meeting held on the 21st day of October, 1986, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- APPROVAL OF DESIGNATION OF CANAL-TAYLOR
AS BLIGHTED COMMERCIAL AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 10, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance approving the Designation of the Canal-Taylor Blighted Commercial Area.

Also enclosed are certified copies of a resolution adopted by the Commercial District Development Commission at a meeting on November 18, 1986, approving the designation and requesting the approval of the City Council.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

Placed on File -- OATH OF OFFICE.

The oath of office of Ms. Annette Bitoy as Alderman of the 34th Ward, filed on December 1, 1986.

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

The following communication from Mr. William J. Gouwens, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of December 1, 1986, which reads as follows:

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

Statement for bills issued in December, 1986 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

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

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. E.I.A.-826), for the month September, 1986.

Commonwealth Edison Company Quarterly Report to Securities and Exchange Commission (Form 10-Q) as of September 30, 1986."

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on November 26, 1986, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on December 9, 1986, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 26, 1986, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

FILING OF CERTIFIED COPIES OF ORDINANCES WITH COUNTY CLERK OF COOK COUNTY.

The City Clerk further informed the City Council that he filed with the County Clerk of Cook County on December 8, 1986, ordinances passed by the City Council on October 6, 1986:

Authority granted for the Issuance of Taxable Working Cash Fund Bonds, Series 1986;

Authority granted for Community College District No. 508 Tax Levy for Fiscal Year July 1, 1986 through June 30, 1987;

Authority granted for Community College District No. 508 Levy of 1986 Taxes for Malcolm X College.

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

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

***Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.**

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

Argent Real Estate Development Corp. -- to classify as a C1-2 Restricted Commercial District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-G bounded by

the alley 240.50 feet southeast of North Southport Avenue; North Clybourn Avenue; a line 483.33 feet southeast of North Southport Avenue continuing southwesterly for 135.0 feet to the alley southwest of North Clybourn Avenue; and the alley southwest of North Clybourn Avenue;

Bernard I. Citron, attorney -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 6-G bounded by

the alley next southeasterly of and parallel to Archer Avenue; the alley next northeasterly of and parallel to South Farrell Street; a line 169 feet-7 inches southeasterly of and parallel to the alley next southeasterly of and parallel to Archer Avenue; and South Farrell Street;

CLER, Inc. -- to classify as a B4-1 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 24-C bounded by

a line 118 feet north of East 100th Street; South Yates Avenue; East 100th Street; and a line 103.58 feet west of South Yates Avenue;

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

the alley next north of and parallel to West Grand Avenue; the alley next west of and parallel to North Wells Street; West Grand Avenue; and a line 50.14 feet west of and parallel to the alley next west of and parallel to North Wells Street;

Robert Hradisky -- to classify as an R4 General Residence District instead of an R2 Single Family Residence District the area shown on Map No. 11-M bounded by

a line 135 feet north of and parallel to West Eastwood Avenue; a line 353.5 feet west of and parallel to North Melvina Avenue; West Eastwood Avenue; and a line 449.5 feet west of and parallel to North Melvina Avenue;

LaSalle National Bank, U/T 111629 -- to classify as a C3-6 Commercial- Manufacturing District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 1-F bounded by

the alley next north of and parallel to West Hubbard Street; a line 42 feet west of and parallel to North State Street; West Hubbard Street; and a line 80.83 feet west of and parallel to North State Street;

Carmen Rivera -- to classify as an R4 General Residence District instead of a C1-2 Restricted Commercial District the area shown on Map No. 3-H bounded by

West North Avenue; a line 48 feet east of and parallel to the alley next east of and parallel to North Wood Street; the alley next south of and parallel to West North Avenue; a line 24 feet east of and parallel to the alley next east of and parallel to North Wood Street;

Stylianios Angelakos -- to classify as a B4-1 Restricted Service District instead of a B3-3 General Retail District the area shown on Map No. 7-J bounded by

North Milwaukee Avenue; West Diversey Avenue; a line 46.72 feet long that is 175 feet east of and parallel to the alley next east of and parallel to North Drake Avenue; and a line 49.10 feet long that is 450 feet east of and parallel to West Wolfram Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Adams Robin, Allstate Ins. Co. (2) Willie Clifton and Robert Gay, Andrus John, Anguiano Joseph;

Balsam Theodore, Barr George, Bonsignore Joseph, Brookins Ruby;

Childs John and Ruth, Craven Ronald, Cummings Harold;

Daniel Elder Jacob, Darmon Leon, Davell Food Inc., DiBenedetto Mike, Dombrauskas David;

Ecomonos John;

Fulara Donald;

Grabski Anthony, Greenberg Matthew, Gutierrez Julio;

Hardison Juanita, Harness Toby, Hernandez Gabriel;

Illinois Fair Plan Association and Dorothy Frieri;

Jackson Lloyd Sr., Jetters Seibert, Johnson Caldwell;

Lawrence Robert, Lehner-Smith Cynthia, Lewis Sedgwick;

McMullen William, Medina Amador, Miles Barbara, Mohamed Saleh, Mostacchio Andrew;

Ndyetabula Anatolia, Nelson Vivian;

Ocana Judith;

Paragon Auto Leasing Co., Peretti Michael, Phillips Steve, Pruitt Jerome;

Reeve Birdie, Reid Charles;

Schroeder Wallace, Simpson Vera, Stanton Thelma, State Farm Ins. Co. (2) Stephen Wayburn and Marilyn W. Komosa, Stucker Fred, Sullivan Marion;

Travelers Ins. Co. and Neil Hoder;

Walker Yolanda.

Referred -- 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 1, 1986) addressed to the City Council (signed by Jennifer Duncan-Brice, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended October, 1986, which was *Referred to the Committee on Finance*.

Referred -- RECOMMENDATION OF COMMISSION ON CHICAGO
HISTORICAL AND ARCHITECTURAL LANDMARKS TO
DESIGNATE SAINT IGNATIUS COLLEGE
PREPARATORY BUILDING AS
"CHICAGO LANDMARK".

Also, a communication from Mr. William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under date of December 1, 1986, transmitting a recommendation that the St. Ignatius College Preparatory building, located at 1076 West Roosevelt Road, be designated as a "Chicago Landmark", which was *Referred to the Committee on Historical Landmark Preservation*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

PROPERTY LOCATED AT 1800 WEST FOSTER AVENUE APPROVED
FOR INCENTIVE ABATEMENT UNDER CLASS 6(b) OF
COOK COUNTY REAL PROPERTY ASSESSMENT
CLASSIFICATION ORDINANCE.

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

WHEREAS, The County of Cook amended its Real Property Assessment Classification Ordinance, effective October 1, 1984; and

WHEREAS, By virtue of this amendment a new Class 6b was added to said ordinance for incentive abatement purposes; and

WHEREAS, Class 6b of this ordinance requires that the municipality in which such real estate, proposed for Class 6b designation, is located by lawful resolution approved such real estate to be appropriate for incentive abatement; and

WHEREAS, Substantial rehabilitation will be performed on the real estate located at 1800 West Foster Avenue, in the City of Chicago, Illinois (P.I.N. 14- 07-228-001, 002 and 003); and

WHEREAS, The aforementioned real estate is located in the City of Chicago and will be utilized for manufacturing purposes; and

WHEREAS, The City Council of the City of Chicago is desirous of assisting industrial development throughout the City of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the real estate located at 1800 W. Foster Avenue within the City of Chicago is hereby approved as appropriate for incentive abatement under Class 6b of the Cook County Real Property Assessment Classification Ordinance, effective October 1, 1984; and

Be It Further Resolved, That the City Clerk is hereby directed to submit a certified copy of this resolution to the Assessor of the County of Cook.

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

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

Nays -- None.

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

SUPERINTENDENT OF POLICE AUTHORIZED TO APPLY FOR
AND ACCEPT GRANTS OF FUNDS AND PROPERTY
GAINED AS RESULT OF COOPERATION WITH
FEDERAL LAW ENFORCEMENT AGENCIES.

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 Justice has established a program whereby local law enforcement agencies may receive grants of funds from disposition of forfeited property taken as a result of investigations and arrests conducted jointly by federal and local law enforcement agencies; and

WHEREAS, Funds under such grants are intended to augment the funds appropriated to local law enforcement agencies by their respective local governing bodies; and

WHEREAS, The Chicago Police Department has cooperated with federal law enforcement agencies in numerous investigations and arrests and therefore qualifies for participation in said grant program; now, therefore,

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

SECTION 1. The Superintendent of Police is hereby authorized to apply, on behalf of the City of Chicago, to the United States Department of Justice for grants of funds from disposition of forfeited property, or grants of forfeited property, taken as a result of investigations and arrests in which the Chicago Department of Police has cooperated with federal law enforcement agencies. Any funds or property received pursuant to any such grant shall be used by the Department of Police for law enforcement purposes, subject to the terms of the grant. The Superintendent shall report the receipt of funds and property to the City Comptroller, and shall report the source and use of such funds and property in his annual report to the Mayor.

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

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

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

Nays -- None.

REPROGRAMMING OF 1985 GENERAL OBLIGATION BONDS IN
DEPARTMENT OF STREETS AND SANITATION.

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

WHEREAS, The City Council of the City of Chicago by ordinance adopted on August 20, 1985, authorized the issuance and sale of General Obligation Bonds, Series 1985, for the purpose of funding certain projects, as specified in said ordinance; and

WHEREAS, The City Council of the City of Chicago passed an ordinance on July 9, 1986 (C.J.P. pp. 31794 -- 31795) amending said ordinance and requiring that the Budget Director may revise a project, project location or project scope with the prior approval of the City Council; now, therefore,

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

SECTION 1. The ordinance authorizing the issuance of General Obligation Bonds, Series 1985, and for the levy and collection of direct annual taxes to pay principal and interest thereon, passed by the City Council of August 20, 1985 (C.J.P. p. 19568 *et seq*) is hereby amended by revising the cost of the following Department of Streets and Sanitation Operating Facility as published on page 19601 of the Journal proceedings of the City Council of said date:

	<i>Original Cost</i>	<i>Revised Cost</i>
Forestry South Central Facility	\$610,000	\$460,000

And adding the following:

Wood Debris Burning Pit Purchase	\$150,000
----------------------------------	-----------

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

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

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

Nays -- None.

EXECUTION OF REDEVELOPMENT AND LOAN AGREEMENT
FOR GUYON HOTEL PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment and loan agreement in the amount of \$1,000,000.00, whereby Illinois Development Action Grant funds will be loaned to Guyon Associates for the renovation of the former Guyon Hotel, located at 116 North Pulaski Road.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed on April 15, 1985, authorized the submission of an application to the Illinois Development Finance Authority for an Illinois Development Action Grant to promote safe, decent and affordable housing opportunities in the City of Chicago; and

WHEREAS, In response to said application, the Illinois Development Finance Authority has approved Illinois Development Action Grant No. 748-AG, which provides funds to the City which may be loaned to Guyon Associates, an Illinois limited partnership, in the amount of \$1,000,000 for the rehabilitation of property at 116 North Pulaski into 114 low and moderate income residential units and eight (8) retail/commercial store fronts; now, therefore,

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

SECTION 1. The Mayor or the Commissioner of the Department of Housing ("Commissioner") are each authorized to enter into and execute, on behalf of the City, a Redevelopment and Loan Agreement ("Agreement") by which the City will loan \$1,000,000 to Guyon Associates for the partial financing of the rehabilitation of 116 North Pulaski and in which Guyon Associates will be obligated to invest at least \$5,000,000 in other funds for the proposed rehabilitation.

SECTION 2. The Mayor or the Commissioner are each further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Illinois Development Action Grant No. 748-AG and the Agreement, said Agreement to be substantially in the form attached hereto.

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

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

Redevelopment/Loan Agreement -- Guyon Apartments Project.

This Agreement, executed as of December 1, 1986 is made by and between the City of Chicago, Illinois, a public body corporate (the "City"), and Guyon Associates, an Illinois limited partnership, whose general partner will be an Illinois corporation to be formed and will be a wholly owned subsidiary of Bethel New Life, Inc., an Illinois not for profit corporation (the "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. Recitals.

1.1 Developer has acquired a 159 unit building commonly known as the Guyon Hotel, located at 116 North Pulaski, Chicago, Illinois as legally described on Exhibit "A" attached hereto and made a part hereof, (the "Property"); and

1.2 The Property consists of 159 units and eight (8) commercial store fronts; and

1.3 Developer intends to develop the structure into 114 residential units and eight (8) retail commercial store fronts, as more particularly described in Exhibit B attached hereto and made a part hereof, in accordance with the provisions of this Agreement (hereinafter referred to as the "Project"); and

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

1.5 The aforementioned I.D.A.G. application was authorized by the City Council of the City by ordinance passed on April 15, 1985; and

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

1.7 The City Council of the City, by ordinance passed October 30, 1986, authorized the Commissioner of D.O.H. to negotiate a loan of C.D. Float Funds (the "C.D. Float Loan") to Developer in an amount not to exceed \$2, 800,000 for the purpose of providing interim financing for the Project; and

1.8 The C.D. Float Loan is to be evidenced by the demand promissory note of the Developer, is to be secured by an unconditional, irrevocable letter of credit issued to the City in the principal amount of up to \$2,800,000 and, by other collateral which the City may require; and

1.9 The entire principal amount of the C.D. Float Loan, plus any accrued, but unpaid interest, shall be due and payable on December 1, 1989, or on such earlier date as the City shall demand, subject to Section 1.6 hereof and the Intercreditor Agreement (as herein defined); and

1.10 The City Council of the City, by ordinance passed October 30, 1986, authorized the Commissioner of D.O.H. to make a loan to Developer in the amount of \$1,960,626, (the "Rehab Loan") funded from C.D. and Rental Rehabilitation Funds, for the purpose of providing both interim and permanent financing for the Project; and

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

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

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

2. Definitions.

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

Architect: Heard & Associates, Ltd., or any other licensed architect employed by Developer.

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

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

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

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

Developer's Equity: Cash or other form of liquid securities totalling at least \$91,100 during the term of the C.D. Float.

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

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

General Contractor: Robert Martin Construction Company, Inc., or such other general contractor as is approved by the City for the construction of the Project.

I.D.A.G. Application: The application made by D.O.H. to I.D.F.A. for a \$1,000,000 I.D.A.G. to assist the Developer in developing the Project.

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

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

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

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

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

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

Permitted Delays: With respect to the Developer's obligation to Complete the Project, any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions and any other like, or unlike, event or condition beyond the reasonable control of the Developer which in fact interferes with the ability of the Developer to do the Work. With respect to the City's ability to perform its

other obligations under this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act or perform under this Agreement. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional substantial obligations on the Developer or materially increase its obligations under this Agreement.

Permitted Encumbrances: (i) this Agreement; (ii) liens for taxes and special assessments which are not then delinquent; and (iii) such other liens, encumbrances, covenants, conditions and restrictions, if any, as are approved by the City.

Project: The development of approximately 114 residential apartments and eight (8) commercial units on the Property.

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

C.D. Float Loan: The loan, made pursuant to this Agreement by the City to Developer of C.D. Float Funds in the amount of Two Million Three Hundred Ninety-eight Thousand Five Hundred Eighty-eight Dollars (\$2,398,588).

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

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

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

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

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

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

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

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

Rehab Loan: The loan in the amount of One Million Nine Hundred Sixty Thousand Six Hundred Twenty-six Dollars (\$1,960,626) to be made by the City to Developer.

Rehab Loan Note: The promissory note of Developer evidencing the obligation to repay the Rehab Loan.

Rehab Loan Security Documents: The documents required to secure the Rehab Note as described in Section 5.7 of this Agreement.

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

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

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

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

3. Project Loan.

3.1 Project Loan. The City hereby agrees, subject to the terms and conditions herein contained, to make the Project Loan in the principal amount of Five Million Three Hundred Fifty Nine Thousand Two Hundred Fourteen Dollars (\$5,359,214), the proceeds of which shall be used by the Developer to pay certain Redevelopment Costs of the Project. The Project Loan will be comprised of a loan of C.D. Float Funds totalling Two Million Three Hundred Ninety Eight Thousand Five Hundred Eighty Eight Dollars (\$2,398,588), a Rehab Loan totalling One Million Nine Hundred Sixty Thousand Six Hundred Twenty Six Dollars (\$1,960,626) and a loan of I.D.A.G. Funds totalling One Million Dollars (\$1,000,000).

4. C.D. Float Loan.

4.1 C.D. Float Loan Note. The C.D. Float Loan shall be evidenced by the C.D. Float Loan Note. The C.D. Float Loan Note shall be executed by Developer and delivered to the City. The principal balance due under the C.D. Float Loan Note shall bear interest during the period from _____, 1986 to December 1, 1989 at the simple interest rate of three percent (3%) per annum (computed on the basis of a year consisting of 365 days), with accrued interest payable monthly on the tenth (10th) day of each month. Interest which has accrued but which is not payable as of each payment date shall be added to the principal balance of the C.D. Float Loan Note as of such date. The C.D. Float Loan Note shall further provide that the entire unpaid principal amount thereof and unpaid accrued interest thereon will be payable on December 1, 1989 or on demand by the City, whichever shall first occur, and shall be subject to prepayment (without penalty or charge) by Developer at any time. The City agrees that, subject to the terms of the Intercreditor Agreement, it will demand payment of the principal amount of the C.D. Float Loan Note prior to December 1, 1989 only upon the occurrence and continuance of one or more Events of Default described in Section 11.1 or in the event that the City legally requires the proceeds of the C.D. Float Loan for Community Development Block Grant Programs pursuant to the Housing and Community Development Act of 1974.

4.2 Security for C.D. Float Loan Note.

(a) Letter of Credit. Developer shall cause the Letter of Credit to be issued by the Issuer to the City to secure the payment of the principal on the C.D. Float Loan Note in accordance with the terms and provisions thereof. The Letter of Credit shall be in form and content acceptable to the City; shall be in the amount of Two Million Three Hundred Ninety Eight Thousand Five Hundred Eighty Eight and No/100 Dollars (\$2,398,588.00); shall be unconditional and irrevocable; and shall have an expiration date of not earlier than December 5, 1989. The Letter of Credit shall be released by the City upon payment in full of the C.D. Float Loan Note.

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

4.3 C.D. Float Loan Closing.

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

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

The cost of said closing shall be borne by Developer.

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

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

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

(c) A Security Agreement executed on behalf of Developer;

(d) A Collateral Assignment of Rents and Leases executed on behalf of the Developer and in recordable form;

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

(f) The Letter of Credit;

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

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

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

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

- (i) Developer is an Illinois limited partnership which is validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;
- (ii) This Agreement, the C.D. Float Loan Note and C.D. Float Loan Security Documents, have been duly executed and delivered by the appropriate representatives of Developer and such execution and delivery has been duly authorized.

- (iii) The execution and performance of this Agreement, the C.D. Float Loan Note and the C.D. Float Loan Security Documents will not violate, to the best of such counsel's knowledge, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which Developer is a party or by which it is bound;
 - (iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving Developer which would affect the Developer's ability to consummate the transactions contemplated by this Agreement;
 - (v) This Agreement, the C.D. Float Loan Note and the C.D. Float Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms; and
 - (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with the Developer entering into and performing its obligations under this Agreement, the C.D. Float Loan Note, or the C.D. Float Loan Security Documents.
- (l) A certificate executed on behalf of the Developer to the effect that the representations and warranties contained in Article 8 hereof are true, correct and complete as of the C.D. Float Loan Closing Date.
- (m) A copy of each form of release and assignment required to accompany the City's draw on the Letter of Credit and a copy of the certification required to accompany the City's draw on the Letter of Credit, approved by the City and the Issuer as to form and substance.
- (n) A certified copy of 1) articles of incorporation of Bethel and 2) partnership agreement of Developer.
- (o) Such other documents, instruments and certificates as the City shall reasonably deem appropriate or necessary.

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

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

4.6 Disbursement of C.D. Float Loan Proceeds.

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

5. I.D.A.G. and Rehab Loans.

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

If the I.D.A.G. Application filed by the City for the Project is accepted by I.D.F.A and the grant of \$1,000,000 in I.D.A.G. Funds is received by the City, the City shall make an I.D.A.G. and a Rehab Loan to the Developer as follows:

- (a) an I.D.A.G. loan of \$1,000,000 to Developer and
- (b) a Rehab loan of \$1,960,626 to Developer.

5.2 Disbursement of I.D.A.G. and Rehab Loan Proceeds.

The proceeds of the I.D.A.G. and Rehab Loans shall be disbursed by the City at a single closing. The closing of the I.D.A.G. and Rehab Loans shall be a so called "New York Style" closing with the delivery of the lender's policies of title insurance and the recording and/or filing of the I.D.A.G. Loan Security Documents and the Rehab Loan Security Documents occurring on the closing date. The cost of said closing shall be borne by Developer.

5.3 I.D.A.G. Loan Note.

The I.D.A.G. Loan shall be evidenced by the I.D.A.G. Loan Note. The I.D.A.G. Loan Note shall be executed by Developer, delivered to the City, and shall be dated the date of the closing on the I.D.A.G. Loan. The amounts from time to time outstanding thereunder shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum with all interest and principal payments deferred until maturity. The I.D.A.G. Loan Note shall mature thirty (30) years from the closing date of the I.D.A.G. Loan (the "I.D.A.G. Loan Maturity Date"). The I.D.A.G. Loan Note may be prepaid, in whole or in part at any time without penalty. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal installment shall bear interest at the rate per annum equal to the rate of interest published or publicly announced from time to time by Harris Trust and Savings Bank of Chicago as its prime or equivalent rate of interest, with the rate charged to fluctuate concurrently with such prime rate, and such interest shall be due and payable upon demand.

5.4 Developer Deliveries at I.D.A.G. Loan Closing.

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

- (a) I.D.A.G. Loan Note, executed on behalf of Developer;
- (b) Subordinate Mortgage encumbering the Property executed on behalf of Developer;
- (c) Developer guaranty of performance of the Project, in form and substance reasonably acceptable to the City (the "Performance Guaranty");
- (d) An A.L.T.A. third mortgage title insurance policy (Loan Policy - 1970) with comprehensive endorsement no. 1 (or equivalent), issued by Title Services, Inc. in the

aggregate principal amount of \$1,000,000, showing good and marketable fee simple title to the Property to be in Developer and insuring the lien of the Subordinate Mortgage to be a valid and enforceable lien on the Property subject only to Permitted Encumbrances, the C.D. Float Loan Mortgage, and the Letter of Credit Security Documents, which policy shall cover the date of recording of the Subordinate Mortgage, shall be dated the closing date of the I.D.A.G. Loan and shall otherwise be in form and substance satisfactory to the City;

(e) A Subordinate Security Agreement executed on behalf of the Developer;

(f) A Subordinate Assignment of Rents and Leases executed on behalf of Developer;

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

- (i) Developer is an Illinois limited partnership validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;
 - (ii) This Agreement, the I.D.A.G. Loan Note and the I.D.A.G. Loan Security Documents, have been duly executed and delivered by the appropriate representatives of Developer and such execution and delivery has been duly authorized;
 - (iii) The execution and performance of this Agreement, the I.D.A.G. Loan Note and the I.D.A.G. Loan Security Documents will not violate to the best of such counsel's knowledge, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which Developer is a party or by which it is bound;
 - (iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving Developer which would affect the Developer ability to consummate the transactions contemplated by this Agreement;
 - (v) This Agreement, the I.D.A.G. Loan Note and the I.D.A.G. Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms;
 - (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with Developer entering into and performing its obligations under this Agreement, the I.D.A.G. Loan Note or the I.D.A.G. Loan Security Documents; and
- (h) Certification of Developer that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or

governmental action, proceeding, inquiry or investigation pending or threatened to which Developer is a party or to which any property of Developer is or may be subject, which, if determined adversely to Developer would materially and adversely affect the ability of Developer to Complete the Project).

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

5.5 Rehab Loan Note.

The Rehab Loan shall be evidenced by the Rehab Loan Note. The Rehab Loan Note shall be executed by Developer; delivered to the City and shall be dated the date of the closing of the Rehab Loan. The amounts from time to time outstanding thereunder shall bear zero (0%) interest prior to maturity and all principal payments shall be deferred. The Rehab Loan Note shall mature thirty (30) years from the closing date of the Rehab Loan (the "Rehab Loan Maturity Date"). The Rehab Loan Note may be prepaid, in whole or in part, at any time without penalty. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal installment shall bear interest at the rate per annum equal to the rate of interest published or publicly announced from time to time by Harris Trust and Savings Bank of Chicago as its prime or equivalent rate of interest, with the rate charged to fluctuate concurrently with such prime rate, and such interest shall be due and payable upon demand.

5.6 Developer Deliveries at Rehab Loan Closing.

As express conditions to the closing of the Rehab Loan, the Developer shall deliver the following to the City on the Rehab Loan Closing Date:

- (a) Rehab Loan Note, executed on behalf of Developer;
- (b) Subordinate Mortgage encumbering the Property, executed on behalf of Developer;
- (c) An A.L.T.A. fourth mortgage title insurance policy (Loan Policy -- 1970) with comprehensive endorsement no. 1 (or equivalent), issued by Title Services, Inc. in the amount of \$1,960,626, showing good and marketable fee simple title to the Property to be in Developer or the Land Trustee and insuring the lien of said Mortgage to be a valid and enforceable lien on the Property subject only to Permitted Encumbrances, the C.D. Float Loan Mortgage, the Letter of Credit Security Documents and the I.D.A.G. Loan Mortgage, which policy shall cover the date of recording of said Mortgage, shall be dated the closing date of the Rehab Loan and shall otherwise be in form and substance satisfactory to the City;
- (d) A Security Agreement executed on behalf of Developer;
- (e) A Subordinate Assignment of Rents and Leases executed on behalf of Developer;

(f) The legal opinion of Developer's legal counsel dated as of the closing date of the Rehab Loan, addressed to the City and to the effect that:

- (i) Developer is an Illinois limited partnership corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;
- (ii) This Agreement, the Rehab Loan Note and the Rehab Loan Security Documents, have been duly executed and delivered by the appropriate representatives of Developer and such execution and delivery has been duly authorized;
- (iii) The execution and performance of this Agreement, the Rehab Loan Note and the Rehab Loan Security Documents will not violate to the best of such counsel's knowledge, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which Developer is a party or by which it is bound;
- (iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving Developer's ability to consummate the transactions contemplated by this Agreement;
- (v) This Agreement, the Rehab Loan Note and the Rehab Loan Security Documents constitute legal, valid and binding obligations of Developer enforceable in accordance with their respective terms; and
- (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with Developer entering into and performing its obligations under this Agreement, the Rehab Loan Note or the Rehab Loan Security Documents;

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

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

6. Construction of Project.

6.1 Project Budget and Balancing.

Prior to the C.D. Float Loan Closing Date, the Developer shall deliver to the City a detailed analysis ("Project Budget"), in form and content satisfactory to the City, setting forth (i) all estimated Development Costs of the total Project and (ii) all construction and

non-construction Development Costs to be incurred, and (iii) disclosing that the Loan funds in the aggregate and Developer's Equity will be sufficient to pay all Development Costs incurred or to be incurred to Complete the Project. The Developer shall promptly deliver to the City any and all revisions of the Project Budget and promptly deliver to the City any subsequent cost analyses pertaining to the Project.

6.2 Construction Contract.

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

(b) Developer shall not authorize or permit the performance of any Work pursuant to any Change Order without giving five (5) days prior notice to the City and Issuer and, without obtaining the prior written approval of the City and Issuer in each and every instance, which shall be given or denied within five (5) business days after receipt of the request for the Change Order and documentation substantiating the need therefor. The Developer shall require a covenant from the General Contractor to this effect. Failure by the City and Issuer to approve or deny any Change Order request within said five (5) day period shall be deemed approval of the particular Change Order in question. "Change Order" shall mean any amendment or modification to the approved plans and specifications for the Project or the Construction Contract.

6.3 Progress Reports.

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

7. Project Development.

7.1 Development Standards.

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

7.2 Schedule of Construction.

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

Commencement of Construction -- January 1, 1987

Completion of Construction -- October 1, 1988

7.3 Payment and Performance Bonds.

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

7.4 Barricades.

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

7.5 Covenants for the Property.

Within thirty (30) days after the date of this Agreement, all parties having an interest in the Property shall execute and deliver to the City a written Covenant (in form and content specified by the Commissioner) not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project or any part thereof for a period of forty (40) years.

8. Developer Representations and Warranties.

The Developer represents and warrants to the City as follows:

8.1 Organization and Authority.

Developer is a limited partnership duly organized and validly existing under the laws of the State of Illinois, and has full power and authority to acquire, own, develop and operate the Property and the Project and perform its obligations hereunder.

8.2 Litigation.

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

8.3 Flood Plain.

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

8.4 Authorization.

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

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

8.5 Use of Proceeds.

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

8.6 Governmental Approvals.

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

9. Developer Covenants.

The Developer covenants and agrees with the City as follows:

9.1 Insurance.

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

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

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

9.2 Damage and Destruction.

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

9.3 Condemnation and Eminent Domain.

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

9.4 Financial Reports.

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

9.5 Survival of Covenants.

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

9.6 No Third Party Beneficiaries.

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

9.7 No Waiver by Delay.

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

9.8 Time is of Essence.

Time is of the essence of this Agreement.

9.9 Liens.

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

9.10 Payment of Taxes and Assessments.

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

9.11 Books and Records.

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

9.12 Indemnification.

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

9.13 Assignability and Transfer.

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

9.14 Completion of Project.

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

9.15 Projected Jobs.

Developer shall use its best efforts to create or cause to be created by November, 1986, 37 new, permanent jobs and by October, 1988, 38 temporary, construction jobs relative to the Project, of which seventy-three percent (73%) shall be for "low and moderate income" persons (as defined in the I.D.A.G. Regulations) and seventy-three percent (73%) shall be for minorities. Developer shall provide the City with quarterly reports commencing on March 1, 1987 regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by minorities and low and moderate income persons.

9.16 Access to Property.

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

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

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

9.18 Conflict of Interest.

The Developer hereby covenants, represents and warrants that:

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

9.19 Equal Employment Opportunity.

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

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

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

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

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

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

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

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

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

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

(9) It will use its best efforts to comply with the Affirmative Action Plan entered into between the Developer and the City.

10. Conditions Precedent to Loan Closings.

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

10.1 Developer's Equity.

Developer shall furnish the City with evidence satisfactory to the City that Developer has invested or will invest not less than \$91,100 of Developer's Equity. The Developer's Equity that has not yet been invested in the Project shall be in cash or in other commitments which are readily convertible to cash.

10.2 Issuer Requirements.

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

10.3 Compliance with Laws.

Developer shall have obtained and shall furnish to the City (a) certified copies of all permits, licenses and approvals, consents or authorizations (including, without limitation, building permits, environmental protection permits, water and storm sewer tie-in permits)

necessary to commence construction of the Project and (b) evidence satisfactory to the City of the availability of all necessary utilities required for the Project.

10.4 Financial Statements.

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

10.5 No Material Change.

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

10.6 Appraisal.

Developer shall have delivered to the City the appraisal of the Property performed by an M.A.I. appraiser satisfactory to the City showing the value of the Property to be not less than \$5.8 million, upon completion of the proposed rehabilitation.

10.7 Accuracy of Representations.

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

10.8 Covenants.

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

11. Events of Default and Remedies.

11.1 Events of Default.

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

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

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

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

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

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

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

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

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

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

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

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

(l) if the Developer should or permit another to sell, refinance, exchange, transfer, or otherwise dispose of the Property or any part thereof, or attempt to effect any of the foregoing, except as provided in Section 12.12; or

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

11.2 Remedies Following Event of Default.

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

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

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

11.3 Foreclosure and Sale of Property.

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

11.4 Remedies Cumulative.

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

11.5 Delay or Omission Not a Waiver.

No delay or omission of the City to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time and as often and may be deemed expedient by the City.

11.6 Waiver of Extension, Valuation, and Appraisal Laws.

To the extent permitted by law, the Developer agrees, during the continuance of any Event of Default hereunder, not to insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or any time hereafter, in force; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the property

subject to the lien of the C.D. Float Loan Security Documents, the I.D.A.G. Loan Security Documents or the Rehab Loan Security Documents, or any part thereof; nor after any judicial sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and Developer hereby expressly waives all benefits or advantage of any such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City.

11.7 Agreement Subject to Provisions of Law.

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

12. Miscellaneous.

12.1 Notices.

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

If to the City: Commissioner, Department of Housing
318 South Michigan Avenue
Chicago, IL 60604

With a copy to: Corporation Counsel
City Hall, Room 511
121 North La Salle Street
Chicago, IL 60602

If to the Developer: Guyon Associates
367 North Karlov Avenue
Chicago, IL 60624

With a copy to: Keck, Mahin & Cate
8300 Sears Tower
233 South Wacker Drive
Chicago, IL 60606
Attention: Julius Yacker, Esq.

In addition, during the term of the Loan(s), a copy of any Notice required hereunder shall be delivered to Harris Trust and Savings Bank, 111 West Monroe Street, P.O. Box 755, Chicago, IL 60690, Attention: Ms. Yasmin Bates. Any Notice shall be deemed delivered

three (3) business days after the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the notice changing the address.

12.2 Waiver.

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

12.3 Captions.

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

12.4 Case.

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

12.5 Governing Law.

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

12.6 Form of Documents.

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

12.7 Further Assurances.

Developer agrees that at any time and from time to time, upon written request of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement or to perfect the interest of the City in any of the Security described herein or to enable the City to comply with the terms of the I.D.A.G. Agreement or the I.D.A.G. Regulations or any other federal or state law or regulation.

12.8 Entire Agreement; Amendments.

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

12.9 City's Warranty.

The City represents and warrants to Developer that the execution of this Agreement by the City is duly authorized, and that the Agreement is valid and binding on the City and is enforceable in accordance with its terms.

12.10 Counterparts.

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

12.11 Term.

This Agreement shall be and remain in full force and effect until the full payment of the C.D. Float Loan, the I.D.A.G. Loan and the Rehab Loan, except that the obligations of the Developer under the Affirmative Action Plan shall continue for the period set forth therein.

12.12 Sale/Partial Sale/Refinancing/Syndication.

During the term of the Loan, Borrower may sell, partially sell, refinance, syndicate or otherwise dispose of the Project so long as Borrower's successor, prior to the conclusion of one of the aforesaid transactions, expressly agrees to assume all of the obligations of Borrower under this Agreement, and any and all other agreements, understandings, documents, and/or instruments, now existing or hereafter created, relating to the Loan; provided, however, that the aforesaid rights are subject to any obligations of Borrower under the I.D.A.G. Agreement. If Borrower concludes a transaction which is not in compliance with the terms of this Agreement, the City may, in its sole discretion accelerate the Loan, and demand immediate and full payment thereof (including penalties as provided in the I.D.A.G. Agreement), by Borrower.

12.13 Completion of Project.

Notwithstanding any to the contrary herein, completion of the Project shall be unconditionally guaranteed by the general partner of Borrower, and no other person or limited partner of Borrower shall have any personal liability for such completion. Repayment of the Loan shall be solely the responsibility of the Borrower, and no other person, the general partner or limited partner of Borrower shall have personal liability for repayment of the Loan.

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

[Signature forms omitted for printing purposes.]

Exhibits A, B and C attached to this Agreement read as follows:

Exhibit A.

Legal Description of Property.

Lots 1 and 2 (except the west 10 feet thereof) and all of Lots 4, 5 and 6 in M.A. Farrs Resubdivision of Lots 45 to 48 both inclusive in Block 32 in West Chicago Land Company's Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Index Number: 16-10-421-053

Common Address: 116 North Pulaski
Chicago, Illinois 60624

Exhibit B.

Description of Project.

Rehabilitation of seven (7) story building, formerly the Guyon Hotel, located at 116 North Pulaski; conversion of building to 114 residential dwelling units on floors 2-7, consisting of 66 one-bedroom and 48 two-bedroom units; modernization of eight (8) store fronts on the ground floor; complete overhauling of major mechanical systems.

Exhibit C.

Project Budget; Sources and Uses of Funds.

1. Acquisition		\$476,000
2. Basic Construction		4,101,325
3. Constr. Contingency		414,154
4. Architect-Design		95,000
- Supervision		15,000
5. Inspection Services		13,000
6. Construction Interest		37,200
7. Financing Fees		7,898
8. Title/Recording		9,650
9. Surveys/Appraisal		4,000
10. Energy Consultant		2,425
11. Financial Consulting		50,000
12. R.E. Taxes-Dvpt. Period		60,000
13. Insurance-Dvpt. Period		50,000
14. Legal	50,000	
15. Marketing		2,500
16. Relocation		20,000
17. Contingency Reserve		<u>42,162</u>
	Total	\$5,450,314

Sources:

A. Pre-1990

B. Post-1990

1. C.D. Float	\$2,398,588	1. Harris Loan	\$1,549,588
2. I.D.A.G.	1,000,000	2. I.D.A.G.	1,000,000
3. Rehab Loan	1,960,626	3. Rehab Loan	1,960,626
4. Grants	91,000	4. Grants	91,000
5. Genl. Partner		5. Lmtd.	849,000
Equity	<u>100</u>	Partners	
	\$5,450,314	6. Genl.	100
		Partners	
			\$5,450,314

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH O.S.I. INDUSTRIES, INCORPORATED,
FOR LAND COST WRITE-DOWN ASSISTANCE TO
PURCHASE PROPERTY LOCATED AT
4545 SOUTH RACINE AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment agreement in the amount of \$191,496.00 to O.S.I. Industries, Incorporated for land cost write-down assistance for the purchase of property located at 4545 South Racine Avenue.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Chicago Plan for Economic Development has been approved by the United States Department of Commerce and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated October 13, 1986 has approved a redevelopment project which obligates the City of Chicago to assist O.S.I. Industries, Inc. in the acquisition of certain real estate; and

WHEREAS, O.S.I. Industries, Inc. intends to adapt the facility located on the subject property for use as a food processing center which is expected to result in the addition of two hundred twenty-five (225) employees within thirty-six (36) months of closing; now, therefore,

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

SECTION 1. That the Commissioner of the Department of Economic Development of the City of Chicago, upon review of the Corporation Counsel as to form and legality, and subject to the approval of the United States Department of Commerce Economic Development Administration, is authorized to execute a Redevelopment Agreement which will obligate the City of Chicago to assist O.S.I. Industries, Inc. in the acquisition of approximately 383,803 square feet of property located at 4545 South Racine in the City of Chicago.

SECTION 2. The Commissioner of the Department of Economic Development is further authorized to execute any other documents necessary and proper to effect the terms of the Redevelopment Agreement, substantially in the form attached hereto as Exhibit A.

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

Redevelopment Agreement attached to this ordinance reads as follows:

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 1986, between the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."); American National Bank and Trust Company of Chicago, solely but not personally as Trustee under Trust No. 067912-06 ("Seller") and O.S.I. Industries, Inc., an Illinois corporation with offices at 1225 Corporation Boulevard, Aurora, Illinois ("Purchaser").

Recitals:

Whereas, D.E.D. was established February 10, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

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

Whereas, D.E.D. has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated September 31, 1986 ("Sales Contract"), on the sale and purchase of that certain realty commonly known as 4545 South Racine, Chicago, Illinois 60624 ("Property") for the total amount of Three Million Five Hundred Thousand Dollars (\$3,500,000), which Purchaser will acquire, and in which Purchaser will operate a food processing center, resulting in the expansion of Purchaser's current food processing operations ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property \$.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated October 13, 1986, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 355 permanent full-time jobs, and create an estimated 225 new permanent full-time jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser executing this Agreement obligating itself to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$.50 (fifty cents) multiplied by the total square footage of the Property as determined by a plat of survey completed prior to the closing, which is attached hereto as Exhibit "A" and made a part hereof.

Section III. Redevelopment Plan.

Purchaser shall: (i) make alterations and improvements to, and equip, the 97,913 and 19,733 square foot buildings (which are located on a 382,993 square foot parcel of land) so as to adapt the building to its intended use by Purchaser as a food processing center facility large enough to meet Purchaser's expanded needs (Purchaser's present facility, at 1225 Corporation Boulevard, Aurora, Illinois); (ii) develop plans and specifications for the alterations and improvements in conformity with all applicable state and local laws and regulations; (iii) use the property in accordance with applicable zoning laws; and (iv) complete the aforesaid alterations and improvements no later than December 31, 1988.

Section IV. Employment.

Shall use its best efforts to maintain 355 permanent full time jobs and to increase its total employment to approximately 235 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the deed to be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall, in any event, be closed no later than October 9, 1987.

(d) In the event that Purchaser (i) prior to the conveyance of the property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the Property under tender of conveyance by Seller in accordance with the Sale Contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence satisfactory to the City as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan, not later than 10 days after execution of this Agreement. If Purchaser fails to do so, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VII. Completion of Improvements.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than December 31, 1988.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City to take or perform in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

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

(b) Neither Purchaser nor its successor(s) in interest shall close or abandon the Property for a period of five years after disbursement of funds under this Agreement;

(c) Notwithstanding anything herein to the contrary, a total cessation of Purchaser's business or a sale of Purchaser's assets to an independent party will not be deemed a violation of this Section X provided that the business operations of Purchaser's (or its successor(s) interest) remain on the Property or at another site within the City of Chicago.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the only purposes of obtaining funds to the extent necessary for purchasing the said real property and improvements presently contained therein, and constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to construct or complete the construction of the improvements set forth in Section III or to guarantee such construction or completion; nor shall any covenant or other provisions be construed to so obligate such holder. Nothing in this Section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XIII. Enforced Delay in Performance.

Neither the City nor Purchaser nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Property for

redevelopment, or the commencement or completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control or without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party.

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents of Purchaser relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times after the closing of the Sales Contract, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. Conflict of Interest; City's Representatives Not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX and XX are not met in the time and manner set forth therein.

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

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

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipt of the aforesaid notice, by the Purchaser, Purchaser shall upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser at the prime rate announced from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans.

(c) Notwithstanding anything herein to the contrary, Seller shall not be liable for any default of this Agreement except a default of Seller under the sale Contract.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

Purchaser for itself and its successors and assigns agrees that, during the construction of the improvements provided in Section III of this Agreement:

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

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

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(d) Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors; assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U.S. Mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City:

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

If to Purchaser:

O.S.I. Industries, Inc.
1225 Corporation Blvd.
Aurora, Illinois

With copies to:

If to Seller:

American National Bank
not personally but solely
as Trustee under Trust No. 067912-06
33 North LaSalle Street
Chicago, Illinois 60690

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

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

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

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

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

GIVEN under my hand and Notarial Seal this _____ day of _____, 1986.

Notary Public

My Commission Expires _____

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

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

GIVEN under my hand and Notarial Seal this _____ day of _____, 1986.

Notary Public

My Commission Expires _____

APPROVAL GIVEN TO AMENDMENT OF ORDINANCE
AUTHORIZING ISSUANCE OF INDUSTRIAL
REVENUE BONDS FOR PROJECT BY
811 WEST EVERGREEN
PARTNERSHIP.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an amendment to a passed ordinance issuing industrial revenue bonds for the financing of a project by the 811 West Evergreen Partnership, increasing the amount from \$1,496,000 to \$1,650,000.

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

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

Nays -- None.

Alderman Burke was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

Alderman Burke then requested that the record reflect the said passed ordinance was transmitted to the Mayor who affixed his signature to the ordinance at 1:04 P.M.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois, on December 23, 1985, pursuant to its home rule powers and pursuant to the provisions of Chapter 15.2 of Municipal Code of the City of Chicago, as amended, adopted an ordinance authorizing and providing for the issuance by the City of Chicago, Illinois of \$1,496,000 aggregate principal amount of industrial revenue bonds (811 West Evergreen Partnership Project) (the "Bonds"), payable from the receipts from a loan agreement and a collateralized credit agreement; authorizing the execution and delivery of a loan agreement between the City of Chicago, the 811 West Evergreen Partnership, and LaSalle National Bank, not personally, but solely as trustee under a trust agreement dated December 11, 1984 and known as Trust No. 109228, a bond purchase agreement, an indenture of trust, and other documents providing for the acquisition, rehabilitation, and financing of said project; confirming the sale of said bonds to the Purchaser thereof; and related matters; and

WHEREAS, The 811 West Evergreen Partnership seeks an increase in the allocation of \$1,650,000; and

WHEREAS, It is necessary to approve the allocation to the Bonds of \$1,650,000 of the City of Chicago's 1986 private activity bond limit; now, therefore,

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

SECTION 1. Section 2 of an ordinance adopted December 23, 1985, authorizing and providing for the issuance by the City of Chicago, Illinois of \$1,496,000 aggregate principal amount of industrial revenue bonds (811 West Evergreen Partnership Project) is hereby amended by striking the words noted in brackets and substituting therefor the words in italics:

"Section 2. In order to provide funds to carry out the public purposes set forth in Section 1 hereof there are hereby authorized to be issued the Bonds of the issuer in the principal sum of [~~\$1,496,000~~] *\$1,650,000* which bonds shall be designated Industrial Revenue Bonds (811 West Evergreen Partnership Project).

The Bonds shall be issuable as fully registered bonds without coupons, shall be dated, executed and authenticated in the manner set forth in the Indenture, shall bear interest from their date on the unpaid principal thereof at the rates per annum set forth in the Indenture or as approved by the Mayor or the City Comptroller, but in no event to exceed [~~10%~~] *15%* per annum, shall be payable as to principal and interest at the times and in the amounts set forth in the Indenture; and shall be subject to redemption prior to maturity at the times, under the circumstances, in the manner and at the redemption prices set forth in the Indenture.

The Bonds and the interest thereon shall be limited obligations of the Issuer, payable from the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Note (except as may be derived by the Issuer pursuant to the Unassigned Rights). The Bonds and the Interest thereon shall never constitute an obligation or commitment by the Issuer to expend any of its funds other than (i) the proceeds of the sale of the Bonds, (ii) the revenues and receipts derived by the Issuer pursuant to the Loan Agreement and the Note, (iii) any insurance or condemnation award proceeds with respect to the Project, (iv) any proceeds derived by the Issuer or the Trustee from the sale or other disposition of the Project in accordance with the provisions of the Loan Agreement and the Indenture, and (v) any money arising out of the investment or reinvestment of said proceeds, income, revenues or receipts."

SECTION 2. Section 4 of an ordinance adopted December 23, 1985, authorizing and providing for the issuance by the City of Chicago, Illinois of \$1,496,000 aggregate principal amount of industrial revenue bonds (811 West Evergreen Partnership Project) is hereby amended as follows:

(a) Subsection (f) is hereby amended by the addition of the words in italics as follows:

"(f) That the Mayor or City Comptroller of the Issuer, *on behalf of the City*, be and are hereby authorized, empowered and directed to issue and sell the Bonds to the Underwriters as provided in the Bond Purchase Agreement (as executed); and the Underwriter is hereby authorized to use appropriate disclosure documents, *including use of an offering document in connection with the offer and sale of the Bonds*, in connection with any *sale of and* resale of the Bonds."

(b) Subsection (h) is hereby amended by striking the words noted in brackets and substituting therefor the words in italics by the addition of the words in italics as follows:

"(h) That the forms of Collateralized Credit Instrument dated as of December 1, [1985,] 1986, the Reimbursement Agreement dated as of December 1, [1985,] 1986, the Mortgage dated as of December 1, [1985,] 1986, [and] the Security Agreement dated as of December 1, [1985,] 1986, *and the Arbitrage Regulation Agreement dated as of December 1, 1986*, in each case in the form before this meeting or with such changes therein as shall be approved by the Mayor or the City Comptroller of the Issuer are hereby approved."

SECTION 3. Section 5 of an ordinance adopted December 23, 1985, authorizing and providing for the issuance by the City of Chicago, Illinois of \$1,496,000 aggregate principal amount of industrial revenue bonds (811 West Evergreen Partnership Project) is hereby amended by striking the text of Section 5 in its entirety and substituting therefore the following new language:

"Section 5. Pursuant to Section 147(f) of the Internal Revenue Code, as amended, (the "Code"), this City Council, an "applicable elected representative" of the Issuer within the meaning of said Section, hereby approves the issuance of the Bonds. Pursuant to Section 146 of the Code and in compliance with the Tax Reform Act of 1986, this City Council hereby approves the allocation to the Bonds of \$1,650,000 of the Issuer's 1986 private activity bond limit and authorizes and directs the Mayor, as presiding officer of this City Council, or the City Comptroller, to execute and deliver any certificates described in Section 103 and related sections of the Code."

SECTION 4. Section 6 of an ordinance adopted December 23, 1985, authorizing and providing for the issuance by the City of Chicago, Illinois of \$1,496,000 aggregate principal amount of industrial revenue bonds (811 West Evergreen Partnership Project) is hereby amended by striking the words noted in brackets and substituting therefor the words in italics:

"Section 6. The Issuer hereby elects to have the provisions as to the \$10,000,000 limit in Section [103 (b)(6)(D)] *144(a)(4)(A)* of the Code applied to the Bonds; and the Mayor, City Comptroller and City Clerk of the Issuer are hereby authorized, empowered and directed to take any and all further action which may be required to implement and effectuate such election, including, without limitation, the preparation and filing of such statement or statements or other document or documents as may be deemed by them to be necessary or advisable in order to comply with the procedure set forth in Section 1.103-10(b)(2)(vi) of the Income Tax Regulations (26 C.F.R. Part 1) under Section 103 of the Code; and all acts heretofore taken by them in this connection are hereby ratified and confirmed."

SECTION 5. This ordinance evidences the approval and continued approval of the form, terms and provisions of all documents approved by an ordinance adopted December 23, 1985 authorizing and providing for the issuance by the City of Chicago, Illinois of \$1,495,000 aggregate principal amount of industrial revenue bonds (811 West Evergreen Partnership Project), and the amendment of such documents by the deletion of provisions respecting a subordinate purchase money mortgage upon the project, by insertion of

provisions for a mandatory sinking fund, by an increase in the allocations to \$1,650,000 and concomitant increases in the loan documents, by deletion of provisions that bond proceeds not be disbursed until completion of construction of the project and substitution of the requirement that such construction be completed prior to issuance and sale of the Bonds, and by addition of provisions to comply with the Tax Reform Act of 1986, are, in all respects, approved.

SECTION 6. This ordinance shall be in full force and effect from and after its due passage.

AUTHORITY GRANTED FOR EXECUTION OF A LOAN AND SECURITY
AGREEMENT TO E.T.Y. ENGINEERING, INCORPORATED, FOR
PROJECT LOCATED AT 5976 NORTH
NORTHWEST HIGHWAY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan and security agreement with E.T.Y. Engineering, Incorporated in the amount of \$90,000.00 to establish a photo chemical machining facility located at 5976 North Northwest Highway.

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

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

Nays -- None.

The following is said ordinance as passed:

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

WHEREAS, The State of Illinois has made available to the City of Chicago, through the Federal Community Services Block Grant Program, a grant in the amount of \$694,674 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, ETY, Inc., has made an application to the Department of Economic Development to borrow \$90,000.00 for purposes of purchasing machinery, equipment and

inventory, and for working capital to establish a photo chemical machining facility, which will result in 38 new permanent job opportunities for low and moderate income individuals residing in the City of Chicago; and

WHEREAS, The Economic Development Commission has approved the application of \$90,000.00; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with ETY, Inc., pursuant to which the City will loan \$90,000.00 to ETY, Inc., to assist the principals in establishing a photo chemical manufacturing facility, said Loan and Security Agreement to be in the form attached hereto as Exhibit A, with the changes that may be authorized by the Commissioner of Economic Development.

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

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

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

Loan And Security Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 19____, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602 and ETY, Inc., an Illinois corporation with principal offices at 5976 N. Northwest Highway, Chicago, Illinois, ("Borrower").

Recitals:

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

Whereas, the State of Illinois has made available to the City grant funds in the amount of \$656,000 to make low costs loans to start-up and expand businesses, and known as the Illinois Fixed Rate Loan Fund Program and;

Whereas, Borrower desires to borrow and Lender desires to lend the sum of Ninety Thousand 00/100 Dollars (\$90,000) ("Loan") for the purposes of purchasing machinery, equipment and inventory, and for working capital to establish a photo chemical machining facility at 5976 N. Northwest Highway, Chicago, Illinois.

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

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

Section 2. Definitions.

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

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

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

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

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

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

2.07 "Property" shall mean that certain parcel of real estate located at 5976 N. Northwest Highway, Chicago, Illinois and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.09 "Senior Lender" shall mean American National Bank, 33 North LaSalle, Chicago, Illinois 60690.

2.10 "Co-Junior Lender" shall mean the State of Illinois Department of Commerce and Community Affairs.

Section 3. Loan.

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

3.01 The principal sum of the Loan shall be \$90,000.

3.02 The term of the Loan shall be 6 years.

3.03 The rate of interest charged on the Loan, per annum, shall be 3%.

3.04 Repayment of Loan shall be in 72 equal monthly installments of principal together with interest thereon at the rate set forth in paragraph 3.03 above. Payments shall be on or before the first day of the month commencing on the 1st day of _____, 1986.

3.05 Borrower expressly agrees that Loan proceeds shall be used only for purposes of working capital, and for purchasing machinery, equipment and inventory to establish a photochemical machining facility, and that said machinery, equipment and inventory will be used only at the property.

Section 4. Grant of Security Interest.

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

4.01 That certain parcel of real estate located at 9444 N. Kenneth, Skokie, Illinois and all appurtenances thereto.

4.02 Inventory, equipment, machinery, vehicles and fixtures, and other tangible business assets located at 5976 North Northwest Highway, Chicago, Illinois, 60612, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

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

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

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

4.05 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that notwithstanding the fact that the City may, from time to time, agree to a parity security position with another lender(s), the liens and/or security of the the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$90,000.00 plus additional amounts actually advanced by the Senior Lender upon Borrower's failure to perform its obligations under the Senior Financing.

4.06 Borrower agrees that Tamara Ozechov-David, Ephraim David and David Gunter, jointly and severally shall personally guaranty the Loan.

Section 5. Conditions Precedent.

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

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

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

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

5.04 Personal Guarantee of Tamara Ozechov-David, Ephraim David and David Gunter jointly and severally, for repayment of the Loan.

5.05 Borrower shall have caused to be granted to Lender a mortgage in that certain parcel of real estate located at 9444 N. Kenneth, Skokie, Illinois and all appurtenances thereto as security for repayment of the loan.

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

5.07 Landlord's Waiver of a Lien.

5.08 The Loan Proceeds will be deposited into an Escrow Money Market account at the American National Bank. Prior to final disbursement, borrower shall furnish to Senior Lender (Escrow Agent), for the benefit of the Lender, duly executed Certificate(s) of Inspection and Acceptance, certifying that the equipment and machinery purchased with Loan proceeds has been received, inspected, and installed.

Section 6. Warranties, Representations and Covenants.

Borrower warrants and represents and covenants to Lender as follows:

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

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

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

Financials fairly and accurately present the assets, liabilities and financial conditions and results of operations of Borrower as of the date of application for the Loan and for the fiscal year immediately preceding the date of Financials submitted thereafter; and (j) there has been no material and adverse change in the assets, liabilities or financial condition of Borrower since the dates of the aforesaid Financials.

6.04 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position shared with the State of Illinois Department of Commerce and Community Affairs on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence its compliance with this Paragraph 6.04.

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

6.06 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof, provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding, and Borrower has given such additional collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

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

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

Section 7. Jobs.

7.01 Borrower shall use its best efforts to create and maintain approximately 38 new, permanent jobs within 24 months after execution of this Agreement.

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

7.03 As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for payments on the City Loan as follows:

(a) If Borrower achieves its employment levels pursuant to Section 7.01 above, it shall accrue credit for one month's Loan payment for each year commencing one year from the initial disbursement date of the Loan proceeds in which the aforesaid employment level is maintained.

(b) Credit accrued as set forth above shall be applied to Borrower's Loan payments due and owing during the final year of the term of the Loan.

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

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

7.06 The rights of access and inspection provided in this Section 7 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

Section 8. Events of Default.

Borrower shall be in Default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely:

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

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

(iii) default in the performance or observance of any other covenant or agreement of the Borrower contained herein, which default shall remain unremedied for thirty (30) days after written notice thereof shall have been given by the City to the Borrower; provided, however, if such correction, by its nature, cannot be performed within said 30-day period, then, if the Borrower commences such correction within said 30-day period and diligently pursues such correction, the time period within which such correction must be performed shall end ninety (90) days following the written notice from the Lender; or

(iv) the occurrence of an Event of Default under any of the Security Documents or under any agreement or document relating to the loan of the American National Bank, Chicago, Illinois ("Senior Lender"), or the loan of the State of Illinois Department of Commerce and Community Affairs ("Co-Junior Lender"), which default is not timely cured pursuant, to any applicable cure period as set forth in the Security Documents, the Senior Lender Loan, or the Co-Junior Lender Loan as the case may be;

(v) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished;

(vi) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement;

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

(viii) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower.

Section 9. Remedies.

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

for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least ten (10) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least ten (10) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 10. No Waiver by Lender.

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

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

Section 11. Prepayment.

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

Section 12. Equal Employment.

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

12.01 Borrower will not discriminate against any employee or applicant for employment on account of race, religion, color, sex, handicap or national origin. Borrower will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to race, color, religion, sex, handicap or national

origin. Such action shall include, but not be limited to the following: (a) employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Borrower agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

Section 13. Disclaimer of Relationship.

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

Section 14. Conflict of Interest.

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

Section 15. Limitation of Liability.

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

Section 16. Assignment.

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

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

Section 17. Additional Provisions.

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

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

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

With Copies To: Office of the Corporation Counsel
Room 511 -- City Hall
121 North LaSalle Street
Chicago, Illinois 60601

If To Borrower: ETY, Inc.
5976 N. Northwest Highway
Chicago, Illinois
Attention: Tamara Ozechov-David

Copy To:

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

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

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

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

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

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above-named officers of E.T.Y., Inc. (the "Borrower") personally known to me to be the same persons whose names are subscribed to the foregoing instrument,

appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth:

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

Notary Public

My Commission Expires _____

EXECUTION OF BASIC AGREEMENT WITH NORTH LOOP
TRANSPORTATION CENTER LIMITED PARTNERSHIP
CONCERNING CLARK/LAKE ELEVATED STATION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a basic agreement between the City of Chicago and the North Loop Transportation Center Limited Partnership for the acquisition of loop elevated rehabilitation right-of-way air rights and other assets and for the acceptance of contributions relating to the reconstruction and rehabilitation of the Clark/Lake Elevated Structure.

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

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

Nays -- None.

The following is said ordinance as passed:

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

SECTION 1. In furtherance of the authority of the Commissioner of Public Works, on behalf of the City of Chicago, to acquire such rights-of-way and easements necessary for the Loop Elevated Rehabilitation Project as described in an ordinance approved by the City Council of the City of Chicago on December 16, 1983 (C.J. 4014) a Basic Agreement Concerning Acquisition of Loop Elevated Rehabilitation Project Right-of-Way, Air Rights and Other Assets between the City of Chicago and North Loop Transportation Center Limited Partnership be entered into between the City of Chicago and North Loop

Transportation Center Limited Partnership (the "Basic Agreement") substantially in the form attached hereto and made a part hereof.

SECTION 2. The City of Chicago does hereby accept the contributions to be made to the City of Chicago by or on behalf of North Loop Transportation Center Limited Partnership (the "Partnership") in accordance with the terms and conditions of the Basic Agreement (the "Contributions"), it being acknowledged hereby by the City of Chicago that the Partnership has no legal obligation to the City to permit an interior transit facility to be constructed within the Loop Transportation Center independent of and other than as voluntarily agreed to by the Partnership in the Basic Agreement.

SECTION 3. The payments be made to the Partnership in accordance with the Basic Agreement (with such funds to make such payments to consist partly of an Urban Mass Transit Authority Grant and partly of funds previously received by the Department of Planning in connection with the North Loop Redevelopment Project and totaling \$700,000) concurrently with the recording of the deed from the Partnership conveying fee title to the City of Chicago of the Air Rights and Support Easements as defined in the Basic Agreement.

SECTION 4. The Mayor is authorized to execute, and the City Clerk to attest, subject to approval thereof by the Corporation Counsel as to form and legality, the Basic Agreement and the Commissioners of the Department of Planning and Department of Public Works are authorized to execute all other documentation or agreements required to implement such Basic Agreement and to accept the Contributions on behalf of the City.

SECTION 5. This ordinance to be effective immediately upon the passage thereof.

Basic Agreement attached to this ordinance reads as follows:

This Agreement is made as of December 30, 1984, between the City of Chicago, a municipal home rule corporation (hereinafter the "City") and North Loop Transportation Center Limited Partnership, a limited partnership (hereinafter "N.L.T.C.P.").

Witnesseth:

Premises.

Whereas, on December 16, 1983, the City Council of the City of Chicago adopted an Ordinance (hereinafter the "Ordinance") authorizing the City of Chicago through its Department of Public Works to implement the Loop Elevated Rehabilitation Project by, *inter alia*, applying for and receiving funding grants as therein stated, including the acquisition of rights of way and easements, a copy of which Ordinance is attached hereto as Exhibit "A"; and

Whereas, the parties hereto heretofore entered into a certain Contract For The Sale and Development of Land dated December 18, 1981 for the Transportation Center and Office Complex (hereinafter the "Transportation Center Building" or "Building") in Block 18 of the North Loop Redevelopment Project, as approved by ordinance of the City of Chicago ("Redevelopment Agreement"); and

Whereas, said Redevelopment Agreement and the approved Schematic Design Documents described therein and made a part thereof providing for certain external connections to public transportation facilities and assuming certain right-of-way acquisitions by the City, were, on later dates, amended to provide for the development of an internal transit station facility with interior connections and circulatory additions (hereinafter the "Facility") as a component part of the total rehabilitation and reconstruction of the Clark/Lake Station constituting a part of the Loop Elevated System, subject to the provisions of the Redevelopment Agreement; and

Whereas, to implement the acquisitions of rights-of-way, easements and other facilities under the Ordinance and the transactions initially contemplated under the Redevelopment Agreement (at the request of the City as set forth in Exhibit "B-1" attached hereto and consistent with the response thereto of N.L.T.C.P. as set forth in Exhibit "B-2" attached hereto [Exhibits "B-1" and "B-2" hereinafter collectively referred to as the Contribution Agreement]), City shall pay \$700,000 to N.L.T.C.P. and N.L.T.C.P. will contribute certain funds and convey certain air rights ("Air Rights") and certain support easements ("Support Easements") (sometimes collectively hereinafter called "Air Space Rights") and certain additional operational easements and licenses (hereinafter described), subject to the provisions hereof to permit the construction and operation of the Facility;

Now, Therefore, to implement the authorizations set forth in the Ordinance and to provide for certain payments authorized thereby, and to implement the several and independent contributions to the City as provided in the Contribution Agreement, it is agreed as follows:

1. N.L.T.C.P. does hereby donate and contribute to the City Four Hundred Thousand Dollars (\$400,000) of the One Million One Hundred Thousand Dollars (\$1,100,000) otherwise required to be paid by the City to N.L.T.C.P., as described in the Contribution Agreement (paragraph 1 [page 3] of Exhibit "B-1"). Concurrently with the execution and delivery of the Deed and the Easement and Operating Agreement described below, the City shall pay \$700,000 to N.L.T.C.P., in part from grant funds obtained in accordance with the Ordinance. Execution and delivery of the Deed and the Easement and Operating Agreement shall be conditioned upon the receipt by N.L.T.C.P., of such payment. No further payments for rights-of-way, easements, or any other matter referred to in the Contribution Agreement (as opposed to payments that may be required to be made under the terms and conditions of the Easement and Operating Agreement) shall be required of the City, and such payment shall be in full discharge of any obligation for payment to N.L.T.C.P. for expenditures by or on behalf of the later of funds to design and construct the structural elements of the Transportation Center Building (being the "shell and core" of such building only and does not include any additional improvements or expenditures that may be desired or required by the City after the date hereof) to accommodate the design, construction and installation of the Facility by the City. The City acknowledges that the foregoing contribution of \$400,000 is not a settlement or discharge of any claim, demand, action, or other legal obligation of N.L.T.C.P., but is made by N.L.T.C.P. solely with donative intent and constitutes a voluntary contribution to the City in accordance with the arrangements set forth in and as a result of the Contribution Agreement.

2. Subject to paragraph 5, N.L.T.C.P. hereby agrees, independent of any matter set forth in paragraph 1 above and in lieu of any payment therefor to have been made by City as provided in Exhibit "B-1," to make a voluntary donation to the City by conveying or granting to the City by recordable quitclaim deed with certain affirmative grants of easement and reservations of easements (the "Deed") the Air Space Rights within which the City or C.T.A. will construct and the C.T.A. will operate the Facility. Surveys and legal descriptions of the Air Space Rights are attached as Exhibit "C" hereto (subject to minor variation as agreed by the parties). Such contribution is not in settlement or discharge of any claim, demand, action or other legal obligation of N.L.T.C.P. Rather, such contribution is made by N.L.T.C.P. solely with donative intent, constitutes a voluntary contribution to the City and is made by N.L.T.C.P. with the understanding and assurance of the City that the Air Space Rights will be utilized for active public transit use for the time period hereinafter provided in paragraph 3. For the purpose of paragraphs 2 and 3 herein the term "active public transit use" shall mean that the Facility shall be principally devoted to the use of providing public access and other related functions to an operational means of public transportation located within the Lake Street right-of-way and that no storage or other related activities shall be permitted except as incidental and necessarily related to such use.

3. The Deed conveying the Air Space Rights shall contain a provision to the effect that for a period of ten years from the date of recording of the Deed the Facility may not be permanently or temporarily removed from active public transit use (except for emergencies, safety repairs, remodeling or work stoppages, a casualty or other unavoidable force majeure) without the joint written approval of N.L.T.C.P. and the City. Such provision shall not extend to questions of hours of operation. The City shall not be responsible to the N.L.T.C.P. or its successors for damages, specific performance or otherwise for any failure or removal of the Facility from such transit use, and the N.L.T.C.P. sole remedy against the City shall be the reconveyance of the property as referred to below. The Deed shall further specifically provide that in the event that at any time before or after such ten (10) year period the Facility shall be removed from such transit use, the City or its successor in interest shall promptly reconvey the Air Space Rights to N.L.T.C.P. or its successor in interest or designee upon payment to the City of the City's Reimbursement referred to below in this Paragraph 3, that the parties recognize the City's obligation to adhere to the Federal property management standards as set forth in O.M.B Circular A-102, Attachment N and that no other disposition of the Facility and its improvements except as provided for in the Deed shall be made without the prior concurrence of Urban Mass Transportation Agency and the Illinois Department of Transportation. Before any such reconveyance be made, the N.L.T.C.P. shall pay to the City (the "City's Reimbursement"): (i) the sum of Seven Hundred Thousand Dollars (\$700,000) and (ii) interest at the rate of seven percent (7%) per annum on Two Hundred Fifty Thousand Dollars (\$250,000) from the date payment is made by the City in accordance with Paragraph 1 above through the date that the City's Reimbursement is paid or settled. Provided however, the N.L.T.C.P. may deduct from that part of the City's Reimbursement to be retained by the City the costs that the N.L.T.C.P. will incur to restore the Facility to the condition it is in at the date hereof (i.e., "shell and core") and to fill the holes in the floors made for escalators, elevators and staircases and to remove any of the materials and equipment installed by the City or the C.T.A. to the extent that the City has not or will not do such. Notwithstanding the foregoing, the N.L.T.C.P. may not deduct from the City's Reimbursement any amount that the City shall be legally required to repay to

the Urban Mass Transportation Administration or the Illinois Department of Transportation for the \$450,000 of U.M.T.A. grant funds disbursed for Clark/Lake transit station right-of-way acquisition (Line Item Code No. 15.06.000; U.M.T.A. Project No. IL-23-90165-02). To the extent the structural integrity of the Building shall not be thereby impaired any or all of the equipment and materials installed by the City or C.T.A. within the Facility may be promptly removed by the City or the C.T.A. at the expense of the City or C.T.A. provided that the City or C.T.A. shall be liable for and shall promptly upon demand reimburse N.L.T.C.P. or its successor in interest or designee for any injury or damage to the Building arising out of the removal of such equipment and materials. The N.L.T.C.P.'s right to deduct costs from the City's Reimbursement and the City's responsibility for the payment of damages as provided in this Paragraph 3 are the sole remedies to the N.L.T.C.P. concerning the condition of the Facility in the event it is reconveyed by the City to the N.L.T.C.P. as provided by this Paragraph 3.

4. To implement the conveyance provided in paragraph 2 above, N.L.T.C.P. shall, promptly as practicable hereafter, deliver to the City (i) a survey of the Air Space Rights, (ii) a commitment for an owner's title insurance policy in the amount of Seven Hundred Thousand Dollars (\$700,000) and reflecting no liens, charges or encumbrances impairing the construction of the Facility or showing no other matters except general real estate taxes not then due and payable, the Redevelopment Agreement, and documents described as the Redevelopment Documents in the Redevelopment Agreement, but subject to vestiture of title in the City as provided in this Agreement. The fee title to the Air Space does not include space within which any building column is located nor any space within which any facade of the building is located. The deed shall be recorded concurrently with execution and delivery of the Easement and Operating Agreement described below.

5. It shall be concurrent conditions of delivery of the Deed to the Air Space Rights that (i) City shall have accepted the contribution, (ii) N.L.T.C.P.'s current leader shall have released or shall be prepared to release the Air Space Rights from the lien of its mortgage and (iii) N.L.T.C.P. and City, as appropriate, shall have executed and delivered each to the other an easement and operating agreement ("Easement and Operating Agreement") establishing obligations and procedures covering, among other matters, (x) the fact that the City shall be obligated to construct or cause to be constructed and fully pay for the Facility and that the areas of the Facility connecting to or visible from the Building shall be constructed and finished in accordance with plans and specifications described in the Schedule of Plans attached hereto which plans and specifications insofar as those areas connecting to or visible from the Building are concerned shall not be modified or altered without the approval of the N.L.T.C.P., in writing, which approval shall not be unreasonably withheld or delayed and all such construction in the Facility shall be in accordance with agreements setting forth construction staging area, and including appropriate mutual and reciprocal indemnities, no- lien covenants, insurance requirements, standards, of operation and maintenance consistent with the location of the Facility adjacent to the lobby of the Building, and like matters as applicable to both N.L.T.C.P. and the City, as appropriate and: (y) mutual and reciprocal obligations concerning maintenance, repair and like matters (N.L.T.C.P. acknowledges that the C.T.A. will perform repair and maintenance of the Facility and perform and be responsible for all other aspects of its operation, including, without limitation, fare collection booths, elevators, escalators, and all other parts of the Facility) relating to structural support of the Facility (the "Support Facilities") and certain interrelated elements of the Building (the City or the

C.T.A. and N.L.T.C.P. top share the cost of the maintenance, repair and replacement of same as agreed). Further, the operating provisions of the Easement and Operating Agreement will embody principals as follows:

(a) The Facility at lobby level will have a means of pull-down security shutters or other means of securing the Facility to be provided by the City (approximately along column line 14 of the building as such columns are numbered in plans prepared by Skidmore, Owings & Merrill);

(b) No easement will be provided for access between the Facility and the lobby of the Building; non-exclusive easements will be granted to permit ingress and egress from the Facility to Lake Street at ground level;

(c) N.L.T.C.P. may not permanently lock or otherwise close off the access door from the Building Lobby to the non-exclusive easement area thereby preventing access from the Building Lobby to the Facility, but it may at any time during the day or night from time to time temporarily close off such access. In the event that the N.L.T.C.P. permanently closes off such access, then the obligations of the City to reconvey the Air Space Rights referred to above in Paragraph 3 shall terminate and no longer be of any force or effect. The City may lock the access door on Lake Street during times that the Facility is not open for operation;

(d) security, policing, personnel access and identification and like matters shall be subject to reasonable regulations mutually approved by N.L.T.C.P. and the C.T.A.

6. The parties hereto agree to execute such additional instruments and to take such other reasonable steps as may be required in order to expeditiously implement the foregoing Contributions.

7. This Agreement is personal to the parties hereto and neither rights nor obligations may be assigned. All covenants and restrictions set forth in the Deed and Easement and Operating Agreement shall be expressly made (and the parties so intend) covenants running with the Building and the Air Space Rights both as to burden and benefits. Notices, if any be required or given hereunder, shall be given as specified in the Redevelopment Agreement.

8. It is contemplated that the City will enter into an agreement with the C.T.A. concerning the operation of the Facility as a transit station, and the City acknowledges that to the extent that any of the covenants thereof are expressly for the benefit of the N.L.T.C.P. that the N.L.T.C.P. will be a third party beneficiary thereof.

9. In the event that the City determines to close or abandon the tunnel under Lake Street which is to be built to connect the Building to the State of Illinois Building, the N.L.T.C.P. shall have the right to assume the construction and maintenance thereof as a passage way for the general public and upon such assumption, the N.L.T.C.P. shall have access thereto for such purposes.

10. N.L.T.C.P. acknowledges it is aware of the fact that the value of the Air Space Rights exceeds the amount of any payment to be received by N.L.T.C.P. hereunder, and that N.L.T.C.P. has specifically agreed herein that no further payments for the granting or

the conveyance of the Air Space Rights shall be required of U.M.T.A. or the City. By entering into this Agreement, N.L.T.C.P. acknowledges that it has no right, title and interest in any specific grants, funds of monies given or to be given to City or C.T.A. by U.M.T.A. or any similar federal or state agency. However, City acknowledges that N.L.T.C.P. has and continues to expend funds and otherwise rely upon the City's obligation to proceed hereunder, subject to the obtaining of any required approval as provided in paragraph 9 below.

11. It is understood that the City's acceptance of and agreement to the specific terms and conditions of the Deed and the Easement and Operating Agreement and payment of the funds as of provided herein shall be subject to the adoption of any ordinance of the City Council of the City of Chicago authorizing the execution of such Deed and Easement and Operating Agreement, and any required related documentation.

In Witness Whereof, the parties hereto have executed the foregoing agreement the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibits A, B-1 and B-2 attached to this agreement read as follows:

Exhibit "A".

Whereas, Since its construction in 1897, the Loop Elevated Structure has been subject to repair, component replacement and modification in order to maintain the Loop Elevated as a functioning part of the City's transit system; and

Whereas, The City of Chicago has initiated the Loop Elevated Rehabilitation Project in order to restore the structural soundness and safety of the Loop Elevated and its approaches; to improve patron accessibility and service; and to increase operational efficiency and preserve the Loop Elevated as a significant historic resource; and

Whereas, It is the intent of this ordinance to allow the City of Chicago through its Department of Public Works to implement the Loop Elevated Rehabilitation Project by applying for and receiving Federal and State funding grants and by carrying out the design/engineering and construction all in accordance with applicable City, State and Federal statutes and regulations; and

Whereas, The estimated total cost for the Loop Elevated Rehabilitation Project is \$117,000,000 in 1983 dollars to be funded under the Interstate Transfer Program with the U.S. Department of Transportation providing \$99,450,000 (85%), the Illinois Department of Transportation providing \$17,550,000 (15%) with no local match required by the City; and

Whereas, By ordinances passed February 10, 1982 (C.J. 9398), and September 15, 1982 (C.J. 12116) and March 9, 1983 (C.J. 16283, 16285) the City Council authorized the execution of grant contracts for the Loop Elevated Rehabilitation Project between the City of Chicago and the U.S. Department of Transportation in an amount of \$36,456,000 of which \$30,987,600 is the Federal share, and \$5,468,400 is the State share; and

Whereas, It is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Urban Mass Transportation Act of 1964, as amended, the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements thereunder; and

Whereas, It is the goal of the Applicant that minority business enterprises be utilized to the fullest extent possible in connection with the project, and that definitive procedure shall be established and administered to ensure that minority businesses shall have the maximum feasible opportunity to compete for contracts when the City is processing construction contracts, supplies, equipment contracts, or consultant and other services; now, therefore,

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

Section 1. That the Mayor is authorized to execute and file applications and amendments thereto on behalf of the City of Chicago, under the Interstate Transfer Program with the U.S. Department of Transportation and the Illinois Department of Transportation to aid in the financing of the Loop Elevated Rehabilitation Project.

Section 2. That the Mayor is authorized to execute and file with such application or amendment thereto an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1974.

Section 3. The funds received from the Interstate Transfer Program pursuant to the contracts to be executed by and among the U.S. Department of Transportation, the Illinois Department of Transportation and the City of Chicago in the amount of \$117,000,000 or such amount as may be received by the City are hereby appropriated for design, engineering, construction and other actual and necessary expenses related thereto for the Loop Elevated Rehabilitation Project.

Section 4. That the Commissioner of Public Works is authorized to furnish additional information and execute and file assurances or other documents as the U.S. Department of Transportation or the Illinois Department of Transportation may require in connection with applications or agreements for the project.

Section 5. That the Mayor is hereby authorized to execute contracts pertaining to the Loop Elevated Rehabilitation Project between the U.S. Department of Transportation and the City of Chicago and Illinois Department of Transportation and the City of Chicago.

Section 6. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs, such as materials and services necessary for the completion of the Loop Elevated Rehabilitation Project.

Section 7. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all actions necessary to implement and complete the Loop Elevated Rehabilitation Project, in accordance with the Statement of Project attached hereto, any substantive change to which shall be submitted to the City Council.

Section 8. Implementations and completion of the Loop Elevated Rehabilitation Project hereby authorized shall be in accordance with applicable City, State and Federal statutes, regulations and procedures.

Section 9. This ordinance shall be effective by and from the date of passage thereof.

Loop Elevated Rehabilitation

Statement of Project

The Loop Elevated Rehabilitation Project will be an improvement to the rapid transit rail system consisting of:

- (a) Structural rehabilitation and track renewal on selected locations of the Loop Elevated Structure (located in public air-rights above Lake Street, Wabash Avenue, Van Buren Street and Wells Street); the Ravenswood elevated structure between Tower 18 and Armitage Avenue excluding the Chicago River bridge and the Merchandise Mart structure; Lake Street elevated structure between Tower 18 and Ashland Avenue excluding the Chicago River bridge; and the South Side Main Line structure between Van Buren Street and 22nd Street.
- (b) Reconstruction, restoration and/or rehabilitation of the Adams/Wabash, Quincy/Wells, Clark/Lake, State/Lake, and LaSalle/Van Buren Stations on the Loop Elevated System.
- (c) Removal of existing stations at Randolph/Wabash, Madison/Wabash, Madison/Wells, and Randolph/Wells and replacement with new stations constructed at accessible sites located approximately at Washington/Wabash and Washington/Wells.
- (d) New station construction at State/Van Buren.

The Commissioner of Public Works shall be responsible for the implementation of the Loop Elevated Rehabilitation Project and is authorized to prepare or cause to be prepared, detailed plans, specifications, and bid documents and to supervise and control construction of this Project.

The Mayor, the Commissioner of Public Works, the City Comptroller and the City Purchasing Agent are authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality on behalf of the City of Chicago, any and all contracts/agreements and amendments thereto pertaining to the Loop Elevated Rehabilitation Project, all in accordance with applicable City, State and Federal statutes and regulations.

The City Comptroller and the City Treasurer are authorized to disburse the grant funds as required to carry out the Loop Elevated Rehabilitation Project.

The City Comptroller shall keep separate and distinct books of account, which shall show in true and complete form all expenditures by the City of Chicago for and in connection with the design and construction of the Loop Elevated Rehabilitation Project authorized to be constructed, up to the date of its completion; and the City Comptroller is directed to and shall keep books of accounts for the Loop Elevated Rehabilitation Project separate and distinct from the other accounts of the City of Chicago and in such manner as to show the true and complete costs and all financial facts and data pertaining thereto. Such accounts shall be so kept as to show the actual cost of the Loop Elevated Rehabilitation Project and they shall be kept in accordance with guidelines by the Urban Mass Transportation Administration of the U.S. Department of Transportation and by the Illinois Department of Transportation.

The City of Chicago Purchasing Agent is authorized to advertise for and accept bids, and upon proper authorization, to award contracts for the services or construction necessary to complete the Loop Elevated Rehabilitation Project. These activities shall be carried out in accordance with applicable City, State and Federal statutes and regulations.

The Commissioner of Public Works, on behalf of the City of Chicago, is authorized to acquire such rights-of-way and easements necessary for the Loop Elevated Rehabilitation Project. These acquisitions shall be submitted to the City Council of the City of Chicago for its approval in accordance with applicable City, State and Federal statutes and regulations.

All persons and corporations owning or operating public utility structures and appliances, in, upon, over, across or along the streets, alleys, or public places in which the Loop Elevated Rehabilitation Project is to be constructed (including in the term "public utility structures and appliances" lines of transit companies, railroads, property used to supply or deal in gas, electricity, lighting, water, heating, refrigerating, power, telephone, telegraph and other public utilities, and any conduits, pipes, wires, poles or other properties used for said purposes or any of them) who shall at the time of construction of the Loop Elevated Rehabilitation Project own or operate public utility structures and appliances within any section of the streets, alleys, or public places to be excavated in the construction of the Loop Elevated Rehabilitation Project or to be crossed by elevated structures are ordered, directed, and required to remove said public utility structures and appliances from their locations in said streets, alleys, or public places and to relocate same in such place or places in the streets, alley or public places either temporarily or for the remainder of the period of the grant, license, or franchise to such persons or corporations respectively to occupy said streets, alleys and public places for public utility purposes as hereafter may be designated.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Walter S. Kozubowski, City Clerk of the City of Chicago in the County of Cook and State of Illinois, Do Hereby Certify that the annexed and foregoing is a true and correct copy of that certain ordinance now on file in my office providing for Improvements for the Loop Elevated Rehabilitation Project.

I Do Further Certify that the said ordinance was passed by the City Council of the said City of Chicago on the sixteenth (16th) day of December, A.D. 1983 and deposited in my office on the sixteenth (16th) day of December, A.D. 1983.

I Do Further Certify that the vote on the question of the passage of the said ordinance by the said City Council was taken by yeas and nays and recorded in the Journal of the Proceedings of the said City Council, and that the result of said vote so taken was as follows, to wit:

Yeas 46, Nays None.

Exhibit "B-1".

October 19, 1984.

North Loop Transportation Center 1#
Limited Partnership
c/o Richard Stein
208 South LaSalle Street
Chicago, IL 60604

RE: Block 18 -- North Loop Project
City of Chicago Transit Station

Gentlemen:

As we have discussed in the past, within the development you are building (the Transportation Center Office Complex or, as used herein, the "Center"), in Block 18 of the City of Chicago's North Loop Redevelopment Project area, the City desires to install a transit station and related facilities for the Chicago Transit Authority serving the C.T.A.'s elevated and subway rapid transit lines in Lake Street. Since the station will occupy otherwise rentable space in the Center, you and the City previously agreed that you would be paid, in cash, for the space on the terms discussed below at A through E. Per the agreements with you, described below in those paragraphs, the City has not made the required payment to you, and Mr. Richard Stein, on your behalf, has demanded payment. In response to that demand, for the purpose of discussion and your consideration, we ask you to make a contribution to the City, as described below in paragraphs 1 through 3, to enable it to bring to fruition the station it desires in the Center. Without your gift, the City will be unable to fulfill its goal. So that all concerned understand the history of this situation, the following background is offered:

A. The principal agreement ("Redevelopment Agreement"), which is captioned "Contract for the Sale and Redevelopment of Land for the North Loop Transportation Center in Block 18 of the North Loop Redevelopment Project between the City and you as Developer, the North Loop Transportation Center Limited Partnership (hereinafter the "N.L.T.C.P.") was dated December 18, 1981 and, approved by ordinance of the City of Chicago, the Redevelopment Agreement provides *inter alia*, in paragraph 12.10 [and in the Approved Schematic Design Documents described in Section 12.10(c)] for

connections to public passageway at the second level below grade from the Center to the existing subway entrance below Lake Street and a connection at the second level above grade to the elevated platform over Lake Street with pedestrian movement through the Center to the various levels of the public transit system adjacent to the Center and Lake Street. Per the terms of the Redevelopment Agreement, N.L.T.C.P. was not to bear any costs of any such facilities or to revise the structural design of the Center as set forth in the Approved Schematic Design Document.

B. At a later date, it was determined by the City and C.T.A. that efficient planning dictated that a transit station with interior connections and other circulatory additions not initially contemplated by the parties to the Redevelopment Agreement be built inside the Center. We acknowledge that N.L.T.C.P. cooperated in this endeavor and in turn the City, pursuant to a Letter Agreement (the "Letter Agreement") dated February 28, 1983, acknowledged that:

"the Partnership's agreement to the placement of certain portions of the Transit Facilities Project (including fare collection booths, elevator and escalators) within the Transportation Center will result in a diminishment of otherwise available retail area rentable space that the Partnership and the Partnership's lenders have factored into proforma projections relative to cash flow to cover anticipated debt service, that the loan to be made by Partnership's lender is premised upon the rental of other realization of income from such space, and that Partnership, in the event that funding becomes available in accordance with subparagraph (ii) below, is entitled to a payment of the then fair market value of such foregone income stream discounted to its then present value ("Fair Market Value")."

Based upon such acknowledgment, the City and N.L.T.C.P. further agreed in the Letter Agreement to the following three points:

1. The City, "...on or before December 31, 1983, will reimburse the Partnership for the sum of \$1,100,000 which the Partnership hereby commits to expend towards the construction of the Transportation Center [to accommodate the design, construction and installation of the 'Internal Transit Station'] ...";

2. N.L.T.C.P. agreed that immediately upon receipt of the funds to be paid pursuant to the subparagraph quoted above, would convey to the City, Chicago Transit Authority or designee, fee simple title to the Internal Transit Station air space by a recordable quit claim deed (with reservations and joint operating agreement as provided in subparagraph (iv) of the Agreement); and

3. The City agreed that in consideration of the foregoing, the City would utilize its best efforts to secure funding on or before April 1, 1989, for the payment to the Partnership of the Fair Market Value of the Air Space within which the Transit Facilities were to be located. The Agreement described a method of arriving by arbitration at the Fair Market Value of the Air Space. Nothing obligated the City to budget or appropriate general corporate funds or other special funds or reallocate funding already secured or allocated to current mass transit related projects;

In addition, by virtue of a certain document entitled "Joinder and Memorandum of Loop Transportation Center Transit and Pedestrian Agreement, " recorded as Document No. 26537785 in the Recorder's Office of Cook County, it was further agreed that in the event the City failed to make payment of the \$1,100,000 required to be paid pursuant to paragraph (iii) of the Agreement on or before December 31, 1983

"...the rights and interests of the City in and under the Letter Agreement shall terminate and shall be of no further force or effect."

C. No agreement was ever reached respecting Fair Market Value described in the Letter Agreement. Moreover, the City has never relinquished its contention that a determination of Fair Market Value of the Air space would have to be reduced by the incidental benefit afforded the Center on account of building the Internal Transit Facility in accordance with C.T.A. plans. Accordingly, the consideration of this factor in any such determination of Fair Market Value would result in the City paying less to the Center. However, we do acknowledge that you have vigorously disputed any benefit incidental or otherwise, as a result of the presence of an Internal Transit Facility in the Center.

D. As you are aware, the City was unable, on December 31, 1983, to pay to N.L.T.C.P. the sum of \$1,100,000 as required by the Letter Agreement, and for your information the City remains unable to pay the full amount as required in such Agreement. We feel at this time that it is neither reasonable nor feasible for the City to commit itself to any undertaking even if only a "best effort" basis which in the future could precipitate arbitration or litigation involving an unliquidated claim against the City.

E. In fairness to you, we acknowledge that based on the present record, N.L.T.C.P. has no legal obligation to permit an interior transit station facility to be built or provide air space for such facility within the Center, even though we believe you may concur that good planning, the convenience to the public and potential enhancement of the Center may outweigh any economic disadvantage incurred by you.

* * *

As suggested in the beginning of this letter, we ask that you consider the proposal set forth below in the context of the public weal. We have no reluctance in reminding you that the City throughout has, within the constraints of appropriate policy, cooperated in the progress of your development. We believe that while a developer is not expected to act to his financial detriment; on the other hand, the developer in a project such as North Loop, which involves expenditure of public funds for land assemblage and write down, should be responsive to financial constraints affecting our City. It is within this context that we ask you to consider the following proposal:

1. The City will pay to N.L.T.C.P. the sum of \$700,000 as full reimbursement to N.L.T.C.P. pursuant to paragraph (iii) of the Letter Agreement. The City is attempting to obtain \$450,000 of these funds from the Urban Mass Transit Administration and such payment, in any case, would be subject to the approval of U.M.T.A. Disbursement of the balance of \$250,000 of the City's funds as well as the U.M.T.A. monies are subject to appropriate procedures and actions by offices and agencies of the City. At any rate, we

ask that you make a voluntary donation to the City of Chicago of the difference between the amount that was required to be paid by the City (\$1,100,000) and the total sum we propose to be paid by the City (\$700,000);

2. In addition, we ask that N.L.T.C.P. make a voluntary donation to the City (or the C.T.A. or other City designee) of fee simple title to the transit station facility's air space by recordable quit claim deed (with appropriate reservations and a joint operating agreement relative to the operation, maintenance and egress and ingress relative thereto);

3. That the foregoing equivalent of a cash donation of \$400,000, and the donation of the air space, shall be accepted as a donation without qualification or reservation unacceptable to you.

Obviously, we are taking no position with respect to the value of the air rights donation, nor whether, given the context of the Center, the significant economic benefit which we contend accrues to N.L.T.C.P. of virtue of such internal (rather than external) Facility, does not, in fact, compensate for such donation.

In any event, should this proposal be of interest to you, upon your advice, we will undertake to implement the foregoing in accordance with all legal requirements.

Very truly yours,
(Signed) ELIZABETH L. HOLLANDER,
Commissioner.

Exhibit "B-2"

October 26, 1984.

Ms. Elizabeth L. Hollander
Commissioner
Department of Planning
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602

Dear Commissioner:

We represent North Loop Transportation Center Partnership. Together with our client, we have carefully reviewed your letter of October 19, 1984.

We are requested by our client to indicate several collective observations:

The chronology of events and essentials of agreements described by you are accurate. We expressly note your concurrence as to the absence of any existing legal obligation on the part of our client as set forth in paragraph E, page 5. The proposals made in your letter have been considered entirely within the context of the public good as set forth in the paragraph referring thereto on page 5. Our client found such single consideration, as

argued therein, most appealing and persuasive, and is therefore willing to accept and implement the proposals specifically set forth in paragraphs 1 through 3 (pages 5-6). Accordingly, we have been instructed to contact your attorney to implement such proposals in accordance with applicable law.

Our client asked us to express its approval of your cogent advocacy of the City's position. We hope that others, too, are made aware of the substantial public benefit accruing to the City as a result of our client's voluntary, valuable and donative contribution.

Very truly yours,
(Signed) PAUL HOMER.

EXECUTION OF FIRST AMENDMENT AND SUPPLEMENT
TO REDEVELOPMENT/LOAN AGREEMENT FOR
CHINATOWN BASIN PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a first amendment and supplement to the Redevelopment/Loan Agreement for the Chinatown Basin Project.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), Chinese American Development Corporation, an Illinois corporation ("C.A.D.C."), Chinese American Development Foundation, an Illinois not-for-profit corporation ("C.A.D.F.") and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated March 1, 1986 and known as Trust No. 67060 ("Trustee") (C.A.D.C., C.A.D.F. and Trustee are hereinafter referred to collectively as the "Developer") are parties to that certain Redevelopment/Loan Agreement -- Chinatown Basin Project (the "Agreement") setting forth the terms and conditions for the provision by the City to Developer of certain low-interest loans to facilitate the acquisition by Developer of vacant, unused rail yards and railroad rights of way for the construction of a residential and commercial development (the "Project"); and

WHEREAS, The Agreement was approved by the City Council by ordinance passed on May 30, 1986 and printed in the Journal of Proceedings at pages 30132 through 30184; and

WHEREAS, The City contemplates the adoption of tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois (Chapter 24, Section 11-74.4-1 *et seq.*, Illinois Revised Statutes), as amended (the "Act"), to facilitate the development of the Project; and

WHEREAS, The Agreement contemplates an interim loan (the "C.D. Float Loan") to Developer of up to \$7.7 million of available, but unexpected Community Development Block Grant Funds; and

WHEREAS, \$500,000 of the C.D. Float Loan was to provide infrastructure improvements for Phase 1 of the Project, consisting of 55 two-story commercial units; and

WHEREAS, It is now contemplated that such infrastructure costs for Phase 1 be funded through the issuance of tax exempt bonds in accordance with the Act; and

WHEREAS, The \$500,000 portion of the C.D. Float Loan allocated under the Agreement to pay the cost of infrastructure for Phase 1 of the Project will now be utilized to fund other permissible Projects costs; and

WHEREAS, It is necessary to amend and supplement the Agreement in order to effect the aforementioned; now, therefore,

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

SECTION 1. The Mayor and the Commissioner of the Department of Planning are hereby authorized to execute on behalf of the City, and the City Clerk to attest, an agreement modifying and supplementing the Agreement in substantially the form of Exhibit "A" attached hereto.

SECTION 2. This ordinance shall be effective from and after the date of its passage and approval.

Exhibit A attached to this ordinance reads as follows:

Exhibit "A".

*First Amendment and Supplement To Redevelopment/
Loan Agreement -- Chinatown Basin Project.*

This Amendment, executed on this _____ day of _____, 1986 by and between the City of Chicago, Illinois, a public body corporate (the "City"), Chinese American Development Corporation an Illinois corporation ("C.A.D.C."), Chinese American Development Foundation, an Illinois not for profit corporation ("C.A.D.F.") and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated March 1, 1986 and known as Trust No. 67060 ("Trustee") ("C.A.D.C.", "C.A.D.F." and Trustee are hereinafter sometimes referred to collectively as the "Developer").

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

Recitals:

I. City and Developer have entered into a Redevelopment/Loan Agreement- Chinatown Basin project (the "Agreement") dated _____, 1986 and authorized by an Ordinance of the City Council passed on May 30, 1986 and printed in the Journal of Proceedings at pages 30132 and 30184.

II. The Agreement sets forth the terms and conditions for the provision of low-interest loans by the City to Developer in order to facilitate the acquisition by Developer of certain unused rail yards and railroad rights of way in an area bounded by 18th Street to the north, Cermak Road to the south, Archer Avenue to the southeast, Stewart Avenue to the west, South Grove Street to the northwest, and Wentworth Avenue to the east.

III. The parties desire by this Amendment to amend and supplement the Agreement as follows:

Agreement.

A. The Agreement is hereby amended as follows:

1. Definitions.

1.1. The term "Redevelopment Costs" appearing at page 8 of the Agreement is hereby modified and redefined as follows:

"(a) land acquisition -- approximately \$7.2 million;

(b) Phase 1 infrastructure improvements -- approximately \$1.5 million; and

(c) contingency fund -- approximately \$500,000."

C.D. Float Loan Note. Section 4.1 of the Agreement is hereby deleted and replaced by the following:

"The C.D. Float Loan shall be evidenced by the C.D. Float Loan Note. The C.D. Float Loan Note shall be executed by C.A.D.C. and any Land Trustee holding the title to the Property and delivered to the City. Interest shall accrue on the principal balance outstanding from time to time under the C.D. Float Loan Note during the period from _____, 1986 to _____, 1987 at the simple interest rate of three percent (3%) per annum (computed on the basis of a year consisting of 365 days); during the period from _____, 1987 to _____, 1988 at the rate of four percent (4%) per annum (computed on the basis of a year consisting of 365 days); and during the period from _____, 1988 until maturity at the rate of five percent (5%) per annum (computed on the basis of a year consisting of 365 days).

Interest which has accrued but which is not payable shall be added to the principal balance of the C.D. Float Loan Note. The C.D. Float Loan Note shall further provide that the entire unpaid principal amount thereof and unpaid accrued interest thereon will be payable on _____, 1989 or on demand by the City, whichever shall first occur, shall be subject to prepayment (without penalty or charge) by C.A.D.C. at any time, and shall be substantially in the form of Exhibit E attached to this Agreement, with appropriate insertions. The City agrees that, subject to the terms of the Intercreditor Agreement, it will demand payment of the principal amount of the C.D. Float Loan Note prior to _____, 1989 only upon the occurrence and continuance of one or more Events of Default described in Section 11.1 or in the event that the City legally requires the proceeds of the C.D. Float Loan for Community Development Block Grant Programs pursuant to the Housing and Community Development Act of 1974. Notwithstanding the foregoing, in the event that the Phrase I T.I.F. Bonds (as hereinafter defined) are refinanced or in the event that additional bonds are issued, C.A.D.C. shall pay all of the then unpaid accrued interest on the C.D. Float Loan Note. C.A.D.C. shall establish a \$3.2 million account (the "Capital Account") with the Issuer of the Letter of Credit. Interest income from the Capital Account shall be pledged and used to secure the payment of debt service on the Phrase I T.I.F. Bonds; provided that if and to the extent that the aggregate amount of the projected real property tax increment from the Project and the projected income from the Capital Account for any calendar year subsequent to the date of issuance of the Phrase I T.I.F. Bonds exceeds one hundred fifty percent (150%) of the amount necessary to meet the debt service on the Phrase I T.I.F. Bonds for such corresponding period, such excess ("Projected Excess Interest Income") shall be used to pay any accrued interest under the C.D. Float Loan Note. The amount of the projected real property tax increment and projected income from the Capital Account shall be determined in advance on an annual basis by the _____ for each calendar year subsequent to the date of issuance of the bonds and certified to the City and Issuer. Projected Excess Interest Income determined for any such calendar year as provided herein shall be paid to the City as interest payments under the C.D. Float Loan Note.

3. Schedule of Construction. Section 7.2 of the Agreement is hereby deleted and replaced by the following:

"Developer covenants and agrees, subject to Permitted Delays, that it shall promptly begin and diligently complete the construction of the Project within the following specified periods:

(a) Phase I

- Commencement of Construction _____

- Completion of Construction _____

(b) Phase II

- Commencement of Construction _____

- Completion of Construction _____

(c) Phase III

- Commencement of Construction _____

- Completion of Construction _____

(d) Phase IV

- Commencement of Construction _____

- Completion of Construction _____

"Phase II" of the Project consists of the construction by C.A.D.C. of approximately 55 commercial units containing approximately 171,875 square feet of space. "Phase III" of the Project consists of the construction by C.A.D.C. of 225 residential townhouses. "Phase IV" of the Project consists of the construction by C.A.D.F. of 110 units of mid-rise apartments for the elderly and the rehabilitation of an existing structure situated on the Property into a community center.

B. The Agreement is hereby supplemented by the addition of the following Sections to Article 12 of the Agreement:

12.13. Phase I Infrastructure Improvements. The Redevelopment Costs for the Project include \$1.5 million for the design and construction of sewers, streets, sidewalks, water mains, electrical conduit, street lights, fire hydrants and related infrastructure improvements (the "Phase I Infrastructure Improvements") necessary to support Phase 1 of the Project. The Phase 1 Infrastructure Improvements will be financed through the issuance of tax increment bonds (the "Phase I T.I.F. Bonds") in the amount of One Million Five Hundred Thousand and no/100 Dollars (\$1,500,000.00). The issuance of the Phase I T.I.F. Bonds is conditional upon the establishment, pursuant to the Illinois Tax Increment Allocation Redevelopment Act (Ill. Rev. Code, Ch. 24, 11-74.4-1 *et seq.*), of the Chinatown Basin Tax Increment Redevelopment Area. The proceeds of the sale of the Phase I T.I.F. Bonds shall be deposited in a construction escrow established with an escrowee acceptable to the City. The agreement establishing the construction escrow shall be in form and content acceptable to the City. Prior to the disbursement of any funds from said construction escrow, C.A.D.C. shall deliver to the City copies of a fully executed guaranteed fixed price contract or contracts with contractors approved by the City for the construction of the Phase I Infrastructure Improvements, together with performance and payment bonds, contractor's liability insurance and such other assurances as the City may reasonably require, all in form and content acceptable to the City. If the aggregate prices of said construction contracts exceed \$1.5 million, C.A.D.C. shall, as a condition precedent to the disbursement of any funds from said escrow, deposit into said escrow the full amount of such excess.

12.14. Tax Increment Financing:

(a) The City and Developer agree:

- (1) that for the purposes of this Agreement the total minimum assessed value ("Minimum Assessed Value") of the respective portions of the Property and the Project are shown on Exhibit _____ attached hereto for the several years as noted on that exhibit; and
- (ii) that the real estate taxes derived from the respective portions of the Property and the Project arising from all tax rates of the various taxing district are estimated to be as shown in Exhibit _____ attached hereto.
- (b) With reference to the assessment of the Property and the Project or any part thereof, no Developer shall for any year that the Chinatown Basin Tax Increment Redevelopment Area Plan and Project (dated _____) is in effect apply for, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)).
- (c) No Developer shall for any year referred to in Exhibit _____ attached hereto directly or indirectly, seek to lower the assessed values below the amount of the Minimum Assessed Value shown said Exhibit _____ except in the following circumstances:

Assessments, tax rates of all taxing districts or equalization factors, or combination thereof in effect for the years set forth in Exhibit _____ attached hereto would produce real estate taxes for the applicable portion of the Site for any year in excess of taxes set forth in said Exhibit _____;

In the event that the Developer seeks to lower assessed values because of conditions set forth in this Subparagraph (c), the Developer shall first give 10 days prior written notice to the City of its proposed application for the reduction.

- (d) No Developer shall object for any year referred to in Exhibit _____ attached hereto or for any year that the Chinatown Basin Tax Increment Redevelopment Area Plan and Project (dated _____) is in effect object to or in any way seek to prevent, on procedural or any other grounds, the filing of any underassessment complaint with, and full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City, or by any taxpayer; provided, however, Developer may contest that part of any such under-assessments complaint seeking to raise the applicable assessment above those set forth in Exhibit _____ attached hereto in any year thereafter while the Redevelopment Plan mentioned above in this Subparagraph (d) is in effect (or any lower assessment that may be derived pursuant to Subparagraph (c) above) on substantive grounds.
- (e) Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the entire Project or applicable generally to property in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Developer shall have the right to

participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such.

- (f) The foregoing covenants in Subparagraphs (b), (c), (d) and (e) above shall be construed and interpreted as an express agreement by the Developer with the City that a major incentive inducing the City to enter into the arrangements and transactions described in this Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Property and Project. This Agreement and the Exhibits attached hereto may be used by the City, in the City's discretion, as admission against the Developer's interest in any proceeding; provided, however, such admission shall not be deemed as an admission or a presumption that assessments or tax levies in excess of those specified on Exhibits _____ and attached hereto for the years set forth on such exhibits are valid, legal or not subject to lawful adjustment.
- (g) Failure to comply with the provisions of this Paragraph _____ or with Paragraphs through _____ with respect to one portion of the Property and/or the Project shall constitute a default under this Agreement only with respect to that portion for which there is no compliance, and the remaining portions of the property and/or the Project shall not be affected thereby.
- (h) Except as otherwise expressly set forth in this Paragraph 6.B. the Developer shall have the same rights offered to the taxpayers and owners of real property with regard to the challenging real estate taxes.

12.15 Contingency Fund. The amount of the proceeds of the C.D. Float Loan in excess of the sum needed for acquisition of the Property (the "Contingency Fund") may be made available by the City to C.A.D.C. to pay certain unexpected Development Costs associated with Phase 1 of the Project, such as costs associated with the elimination of environmental conditions or soil conditions that may be adverse to the Project. The disbursement of monies from the Contingency Fund shall be within the sole discretion of the City and will be considered only upon the receipt by the City of a written request from C.A.D.C. supported by such contracts, reports, receipts, estimates and other documentation or assurances as the City may require.

In Witness Whereof, the parties hereto have executed this Amendment as of the day and year first above mentioned.

[Signature forms omitted for printing purposes.]

American National Bank and
Trust Company of Chicago, not
personally, but as Trustee
aforesaid

Attest:

By: _____

By: _____

Its: _____

Its: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Acknowledgement For The City Of Chicago

I, the undersigned, a Notary Public, in and for the County and State aforesaid, Do Hereby Certify, that Harold Washington personally known to me to be the Mayor of the City of Chicago, Elizabeth L. Hollander, personally known to me to be the Commissioner of the Department of Planning of the City of Chicago, Judson H. Minor, Acting Corporation Counsel of that city and Walter S. Kozubowski personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor, such Commissioner, such Acting Corporation Counsel and such Clerk, they signed and delivered the above instrument and caused the seal of such city to be affixed thereto, pursuant to authority given by the City Council of that city as their free and voluntary act, and as the free and voluntary act and deed of such city for the uses and purposes therein set forth.

Given under my hand and seal, this _____ day of _____ 1986.

My Commission expires

Notary Public

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____
by _____
as _____ of Chinese American Development
Corporation.

(SEAL)

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____
by _____
as _____ of Chinese American Development
Foundation.

(SEAL)

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____
by _____
as _____ of American National Bank and
Trust Company of Chicago.

(SEAL)

EXECUTION OF REDEVELOPMENT AND LOAN AGREEMENT
WITH MC DERMOTT FOUNDATION FOR ACQUISITION
AND RENOVATION OF PROPERTY LOCATED
AT 932 WEST WASHINGTON STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a redevelopment and loan agreement with McDermott Foundation in the amount of \$600,000.00, for the acquisition and renovation of building located at 932 West Washington Street.

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

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

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed on September 24, 1986, authorized the submission of an application to the Illinois Development Finance Authority for an Illinois Development Action Grant to promote safe, decent and affordable housing opportunities in the City of Chicago; and

WHEREAS, In response to said application, the Illinois Development Finance Authority has approved Illinois Development Action Grant No. 801-AG, which provides funds to the City which may be loaned to The McDermott Foundation, Inc. in the amount of \$600,000, for the rehabilitation and conversion of property at 932 West Washington into 140 single room occupancy units, a 74 bed detoxification center and related office and support facilities; now, therefore,

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

SECTION 1. The Mayor or the Commissioner of the Department of Housing ("Commissioner") are each authorized to enter into and execute, on behalf of the City, a Redevelopment and Loan Agreement ("Agreement") by which the City will loan \$600,000 to The McDermott Foundation, Inc. for the partial financing of the rehabilitation of 932 West Washington, and in which The McDermott Foundation, Inc. will be obligated to invest \$1,240,000 in private funds for the proposed rehabilitation.

SECTION 2. The Mayor or the Commissioner are each further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the Illinois Development Action Grant No. 801-AG and the Agreement, said Agreement to be substantially in the form attached hereto.

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

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

Redevelopment/Loan Agreement -- Mc Dermott Foundation Project.

This Agreement, executed as of December 1, 1986 is made by and between the City of Chicago, Illinois, a public body corporate (the "City"), and The McDermott Foundation, Inc., an Illinois not for profit corporation (the "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. Recitals.

1.1 Developer, through Articles of Agreement for Deed, dated October 7, 1985, shall acquire certain improved real property located at 932 -- 942 West Washington and 100--126 North Sangamon, Chicago, Illinois, as legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

1.2 The Property consists of a 6 story, 150,000 square foot loft-type building, composed of three (3) wings; and

1.3 Developer intends to develop the structure into approximately 140 single room occupancy (S.R.O.) residential units, a 74 bed detoxification unit and associated office and support facilities (hereinafter referred to as the "Project"), all in accordance with the provisions of this Agreement; and

1.4 The Department of Housing of the City of Chicago (D.O.H.), has applied to the Illinois Development Finance Authority ("I.D.F.A.") for a \$600,000 Illinois Development Action Grant ("I.D.A.G.") for the purpose of providing a loan to Developer, such loan to be made and secured in accordance with this Agreement; and

1.5 The aforementioned I.D.A.G. application was authorized by the City Council of the City by Ordinance passed on September 24, 1986; and

1.6 The total project cost is anticipated to be approximately \$1,840,000 of which \$1,240,000 shall be privately funded through equity and \$600,000 shall be loaned by the City to the Developer out of I.D.A.G. proceeds; and

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

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

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

2. Definitions.

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

Architect: Norman A. Koglin & Associates, or any other licensed architect employed by Developer.

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

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

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

Construction Lender: Harris Trust and Savings Bank, solely as disbursement agent for the equity and I.D.A.G. Loan proceeds.

Covenant: The instrument to be delivered to the City pursuant to Section 5.5 of this Agreement.

Developer's Equity: Cash or other form of liquid securities totalling at least \$1,240,000.

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

Event of Default: Any one or more of the conditions or events specified in Section 9.1 hereof.

General Contractor: R. J. Ward Construction Company, Inc., or such other general contractor as is approved by the City for the construction of the Project.

I.D.A.G. Application: The application made by D.O.H. to I.D.F.A. for a \$600,000 I.D.A.G. to assist the Developer in developing the Project.

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

Escrow Agreement: Agreement between the City and the Construction Lender, as required.

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

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

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

Permitted Encumbrances: (i) this Agreement; (ii) liens for taxes and special assessments which are not then delinquent; and (iii) such other liens, encumbrances, covenants, conditions and restrictions, if any, as are approved by the City.

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

I.D.A.G. Loan: The loan in the amount of Six Hundred Thousand Dollars (\$600,000) to be made by the City to the Developer from the I.D.A.G. proceeds.

I.D.A.G. Loan Note: The promissory note of Developer and the Land Trustee, if any, evidencing the obligation to repay the I.D.A.G. Loan.

I.D.A.G. Loan Security Documents: The documents required to secure the I.D.A.G. Note as described in Section 3.4 of this Agreement.

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

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

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

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

3. I.D.A.G. Loan.

3.1 Use of I.D.A.G. Loan.

If the I.D.A.G. Application filed by the City for the Project is accepted by I.D.F.A. and the grant of \$600,000 in I.D.A.G Funds is received by the City, the City shall make an I.D.A.G. Loan to the Developer as follows:

- (a) an I.D.A.G. Loan of \$600,000 to Developer.

3.2 Disbursement of I.D.A.G. Proceeds.

The proceeds of the I.D.A.G. Loan shall be disbursed by the City at a single closing. The closing of the I.D.A.G. Loan shall be a so called "New York Style" closing with the delivery of the lender's policy of title insurance and the recording and/or filing of the I.D.A.G. Loan Security Documents occurring on the closing date. The cost of said closing shall be borne by Developer.

3.3 I.D.A.G. Loan Note.

The I.D.A.G. Loan shall be evidenced by the I.D.A.G. Loan Note. The I.D.A.G. Loan Note shall be executed by Developer and the Land Trustee, if any, delivered to the City, and shall be dated the date of the closing on the I.D.A.G. Loan. The amounts from time to time outstanding thereunder shall bear zero percent (0%) interest prior to maturity and all payments of principal shall be deferred until maturity. The I.D.A.G. Loan shall mature forty (40) years from the closing date of the I.D.A.G. Loan (the "I.D.A.G. Loan Maturity Date"). The I.D.A.G. Loan Note may be prepaid, in whole or in part at any time without penalty.

3.4 Developer Deliveries at I.D.A.G. Loan Closing.

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

- (a) Evidence of required equity;
- (b) I.D.A.G. Loan Note, executed on behalf of Developer and the Land Trustee, if any;
- (c) Subordinate Mortgage encumbering the Property executed on behalf of Developer and the Land Trustee, if any;

(d) Developer guaranty of performance of the Project in form and substance reasonably acceptable to the City (the "Performance Guaranty");

(e) An A.L.T.A. mortgage title insurance policy (Loan Policy -- 1970) with comprehensive endorsement no. 1 (or equivalent), issued by a title insurance company acceptable to the City in the aggregate principal amount of \$600,000, showing good and marketable fee simple title to the property to be in Developer and insuring the lien of the Subordinate Mortgage to be a valid and enforceable lien on the Property subject only to Permitted Encumbrances, which policy shall cover the date of recording of the Subordinate Mortgage, shall be dated the closing date of the I.D.A.G. Loan and shall otherwise be in form and substance satisfactory to the City;

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

- (i) Developer is an Illinois not for profit corporation validly existing under the laws of the State of Illinois with full power and authority to acquire, own, develop and operate the Property and the Project;
- (ii) This Agreement, the I.D.A.G. Loan Note and the I.D.A.G. Loan Security Documents, have been duly executed and delivered by the appropriate representatives of Developer and such execution and delivery has been duly authorized;
- (iii) The execution and performance of this Agreement, the I.D.A.G. Loan Note and the I.D.A.G. Loan Security Documents will not violate to the best of such counsel's knowledge, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which Developer is a party or by which it is bound;
- (iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving Developer which would affect the Developer's ability to consummate the transactions contemplated by this Agreement;
- (v) This Agreement, the I.D.A.G. Loan Note and the I.D.A.G. Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms;
- (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with Developer entering into and performing its obligations under this Agreement, the I.D.A.G. Loan Note or the I.D.A.G. Loan Security Documents; and

(g) Certification of Developer that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to

which Developer is a party or to which any property of Developer is or may be subject, which, if determined adversely to Developer would materially and adversely affect the ability of Developer to Complete the Project.

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

4. Construction of Project.

4.1 Project Budget and Balancing.

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

4.2 Construction Contract.

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

(b) Developer shall not authorize or permit the performance of any work pursuant to any Change Order without giving five (5) days prior notice to the City and Construction Lender and, without obtaining the prior written approval of the City and Construction Lender in each and every instance, which shall be given or denied within five (5) business days after receipt of the request for the Change Order and documentation substantiating the need therefor. The Developer shall require a covenant from the General Contractor to this effect. Failure by the City and Construction Lender to approve or deny any Change Order request within said five (5) day period shall be deemed approval of the particular Change Order in question. "Change Order" shall mean any amendment or modification to the approved plans and specifications for the Project or the Construction Contract.

4.3 Progress Reports.

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

5. Project Development.

5.1 Development Standards.

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

5.2 Schedule of Construction.

Developer covenants and agrees, subject to Permitted Delays, that it shall promptly begin and diligently Complete the construction of the Project within the periods specified below in this Section 5.2:

Commencement of Construction -- April 1, 1986

Completion of Construction -- March 31, 1987

5.3 Payment and Performance Bonds.

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

5.4 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by the City's applicable ordinances, and, until the barricades erected pursuant to this Section 5.4 are removed, the Commissioner shall retain the right to approve: (i) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

5.5 Covenants for the Property.

Within thirty (30) days after the date of this Agreement, all parties having an interest in the Property shall execute and deliver to the City a written covenant, in form and content specified by the Commissioner, not to discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project or any part thereof for a period of forty (40) years.

6. Developer Representations and Warranties.

The Developer represents and warrants to the City as follows:

6.1 Organization and Authority.

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

6.2 Litigation.

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

6.3 Flood Plain.

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

6.4 Authorization.

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

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

6.5 Use of Proceeds.

The Developer will use the proceeds of the I.D.A.G. Loan solely for the purposes of paying Redevelopment Costs of the Project.

6.6 Governmental Approvals.

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

7. Developer Covenants.

The Developer covenants and agrees with the City as follows:

7.1 Insurance.

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

Copies or certificates of the insurance policies required by this Section 7.1 shall be delivered to the City, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date.

Policies of insurance provided for in this Section 7.1 shall be maintained in companies reasonably satisfactory to the City and licensed to do business in the State of Illinois and shall name the City as an additional party insured and all proceeds thereunder in the case of loss or damage shall be payable to the City pursuant to a standard noncontributory mortgagee loss payable clause. All policies of insurance required hereunder shall provide that the same may not be cancelled, except upon thirty (30) days' prior written notice to the City.

7.2 Damage and Destruction.

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

7.3 Condemnation and Eminent Domain.

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

7.4 Financial Reports.

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

7.5 Survival of Covenants.

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

7.6 No Third Party Beneficiaries.

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

7.7 No Waiver by Delay.

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

7.8 Time is of Essence.

Time is of the essence of this Agreement.

7.9 Liens.

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

7.10 Payment of Taxes and Assessments.

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

7.11 Books and Records.

Developer shall keep and maintain separate, complete, accurate and detailed books and records relating to the I.D.A.G. Loan and the development and operation of the Project. Developer will allow the City or its authorized representatives access at any time during normal business hours to the books and records kept by or on behalf of Developer in

connection with the I.D.A.G. Loan or the construction and operation of the Project and to make copies of any documents or instruments relating to the Project.

7.12 Indemnification.

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

7.13 Assignability and Transfer.

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

7.14 Completion of Project.

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

7.15 Projected Jobs.

Developer shall use its best efforts to create or cause to be created by March 31, 1987, 17 new, permanent jobs and by March 31, 1987, 20 temporary, construction jobs relative to the Project, of which thirty-seven percent (37%) shall be for "low and moderate income" persons (as defined in the I.D.A.G. Regulations) and fifty-one percent (51%) shall be for minorities. Developer shall provide the City with quarterly reports commencing on January 1, 1987 regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by minorities and low and moderate income persons.

7.16 Access to Property.

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

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

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

7.18 Conflict of Interest.

The Developer hereby covenants, represents and warrants that:

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

7.19 Equal Employment Opportunity.

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

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

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

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

(4) It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of obligations required under the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department. If any such labor organization or representative fails or refuses to cooperate in efforts to comply with the Illinois Human Rights Act and said rules and regulations, it will promptly so notify said Department and I.D.F.A. and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

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

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

(7) It will include verbatim or by reference the provisions of this Section 7.19 in every contract awarded in connection with the Project, so that such provisions will be binding upon such contractor.

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

(9) It will use its best efforts to comply with the Affirmative Action Plan entered into between the City and the Developer.

8. Conditions Precedent to Loan Closings.

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

8.1 Developer's Equity.

Developer shall furnish the City with evidence satisfactory to the City that Developer has invested or will invest not less than \$1,240,000 of Developer's Equity. The Developer's Equity that has not yet been invested in the Project shall be in cash or in other commitments which are readily convertible to cash.

8.2 Compliance with Laws.

Developer shall have obtained and shall furnish to the City (a) certified copies of all permits, licenses and approvals, consents or authorizations (including, without limitation, building permits, environmental protection permits, water and storm sewer tie-in permits)

necessary to commence construction of the Project and (b) evidence satisfactory to the City of the availability of all necessary utilities required for the Project.

8.3 Financial Statements.

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

8.4 No Material Change.

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

8.5 Accuracy of Representations.

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

8.6 Covenants.

Developer shall have performed each and every covenant and agreement required to be performed prior to the disbursement of the I.D.A.G. Loan.

9. Events of Default and Remedies.

9.1 Events of Default.

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

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

(b) failure of Developer to comply with or perform any of the covenants, conditions, or provisions of this Agreement, or the I.D.A.G. Loan Security Documents within the applicable cure period, if any; or

(c) failure to comply with the commencement and completion dates for the construction of the Project set forth in Section 5.2, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the City; or

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

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

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

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

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

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

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

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

9.2 Remedies Following Event of Default.

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

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

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

9.3 Foreclosure and Sale of Property.

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

9.4 Remedies Cumulative.

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

9.5 Delay or Omission Not a Waiver.

No delay or omission of the City to exercise any right or power accruing upon any Event or Default shall impair any such right of power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the City may be exercised from time to time and as often as may be deemed expedient by the City.

9.6 Waiver of Extension, Valuation, and Appraisement Laws.

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

9.7 Agreement Subject to Provisions of Law.

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

10. Miscellaneous.

10.1 Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to

be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City: Commissioner, Department
of Housing
318 South Michigan
Chicago, Illinois 60604

With a Copy to: Corporation Counsel
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602

If to the Developer: McDermott Foundation, Inc.
120 West Huron Street
Chicago, Illinois 60610

Any Notice shall be deemed delivered three (3) business days after the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the notice changing the address.

10.2 Waiver.

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

10.3 Captions.

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

10.4 Case.

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

10.5 Governing Law.

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

10.6 Form of Documents.

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

10.7 Further Assurances.

Developer agrees that at any time and from time to time, upon written request of the City, it will execute and deliver all such further documents and perform such other acts as the City may reasonably request in order to effect the intent and purpose of this Agreement or to perfect the interest of the City in any security described herein or to enable the City to comply with the terms of the I.D.A.G. Agreement or the I.D.A.G. Regulations or any other federal or state law or regulation.

10.8 Entire Agreement; Amendments.

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

10.9 City's Warranty.

The City represents and warrants to Developer that the execution of this Agreement by the City is duly authorized, and that the Agreement is valid and binding on the City and is enforceable in accordance with its terms.

10.10 Counterparts.

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

10.11 Term.

This Agreement shall be and remain in full force and effect until the full payment of the I.D.A.G. Loan, except that the obligations of the Developer under the Affirmative Action Plan shall continue for the period set forth therein.

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

[Signature forms omitted for printing purposes.]

Exhibits A, B and C attached to this Agreement read as follows:

Exhibit A.

Legal Description of Property

Parcel 1: Lot 1 in the Subdivision of the Northeast 1/4 of Block 40 in Carpenter's Addition to Chicago in the East 1/2 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Parcel 2: The north 7 feet, 11 1/8 inches of the Southeast 1/4 of Block 40 in Carpenter's Addition to Chicago being also known as Lot 2 in Assessor's Division of Block 40 of Carpenter's Addition to Chicago in Cook County, Illinois.

Parcel 3: The Southeast 1/4 of Block 40 in Carpenter's Addition to Chicago (except the north 7 feet, 11 1/8 inches thereof), all in Cook County, Illinois.

Permanent Real Estate Index Numbers: 17-08-439-010
17-08-439-009

Common Address: 932 West Washington
Chicago, Illinois

Exhibit B.

Description of Project

Rehabilitation of a six (6) story, 150,000 square foot loft-type building located at 932 -- 942 West Washington; conversion of building into 140 single room occupancy (S.R.O.) residential units, a 74 bed detoxification unit and associated office and support facilities.

Exhibit C.

Project Budget; Sources and Uses of Funds

1.	Architectural/Engineering	\$488,000
2.	Site Preparation	22,000
3.	Building Construction	1,290,000
4.	Fees/Changes	<u>40,000</u>
	Total	\$1,840,000

Sources of Funds

1.	Equity	\$1,240,000
2.	I.D.A.G.	<u>600,000</u>

EXECUTION OF CITY/STATE PROJECT AGREEMENT AUTHORIZED
FOR IMPROVEMENT OF STATE STREET BETWEEN CERMAK
AND ROOSEVELT ROADS.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of State Street between Cermak Road and Roosevelt Road described therein, said agreement to be substantially in the following form:

City-State Project Agreement

*Improvement of State Street (FAU 2908)
Between Cermak Road and Roosevelt Road*

*Federal Project No.: F-132(86)
City Section No.: 82-B2054-00-RS
State Job No.: C-88-082-84
DPW Project No.: B-2-054*

This Agreement, entered into this _____ day of _____, 19____, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

Witnesseth:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve State Street between Cermak Road and Roosevelt Road, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation Assistance Act of 1982 or subsequent Federal legislation for the contract construction, force account construction and the construction engineering/supervision of said Project; and

Whereas, the City is proceeding with studies and engineering required for the Project; and

Whereas, under the Federal regulations, certain written agreements for the Project may be required; and

Now Be It Therefore Resolved, That State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, The City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Federal and Non-Federal (State) shares of costs.
6. To comply with all applicable executive orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 10 of this Agreement may render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such failures are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
11. That said Project generally consists of the improvement of State Street between Cermak Road and Roosevelt Road.

The existing driving surface will be removed. The pavement base will be repaired and a new driving surface will be applied.

Abandoned street car tracks under the Roosevelt Road Viaduct and the Illinois Central Gulf Railroad Company Viaduct north of 16th Street will be removed and the pavement will be lowered at these locations in order to provide increased vertical clearance.

19th Street will be closed to traffic at the alley west of State Street. Access to the affected property will be maintained via Federal Street and 18th Street. The intersection of State Street with Archer Avenue/19th Street will be improved by throat widening and the removal of pavement islands. All raised medians within the limits of the project will also be removed. Traffic signals will be modernized at the intersections of State Street with Archer Avenue/19th Street, with 18th Street and with 16th Street. The existing traffic signals at the intersection of State Street with Cullerton Street will be removed and replaced with stop signs on Cullerton Street.

Sidewalks, driveways, curb and gutter and drainage structures will be repaired or replaced as necessary. Vaulted sidewalks will be filled where possible. Sidewalk ramps for the handicapped, pavement markings and street signs will be provided. Street lighting poles affected by the throat widening and traffic signal modernization associated with this project will be replaced and other utilities will be adjusted. All other appurtenances necessary to complete this project will also be provided.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superceded by this Agreement.
13. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$2,400,000
Force Account Construction	\$650,000
Construction Engineering/Supervision	<u>\$300,000</u>
TOTAL:	\$3,350,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Federal-Aid Urban System projects the estimated proportional participation for the project will be:

Federal-Aid Share (FAU) (75.18% of \$3,350,000)	\$2,518,530
Non-Federal Share (State) (24.82% of \$3,350,000)	<u>\$831,470</u>
TOTAL:	\$3,350,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$831,470, with any Non-Federal Share required in excess of that amount to be provided by the City or by amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by May 1, 1989.

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps,

in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays -- None.

EXECUTION OF CITY/STATE PROJECT AGREEMENT
AUTHORIZED FOR RESURFACING OF VARIOUS
NORTHSIDE STREETS IN CITY.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the

resurfacing of various Northside streets, described therein, said agreement to be substantially in the following form:

*City-State Project Agreement
Street Resurfacing -- 1987 (Northside)*

*City Section No: 86-U6064-00-RS
State Job No: C-88-017-86
DPW Project No: U-6-064*

This Agreement, entered into this _____ day of _____, 1986, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, on June 13, 1984, the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to proceed with the street resurfacing projects identified in Exhibit A.

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, surveys, plans, specifications and estimates of cost for the resurfacing improvements identified in Exhibit A and to submit same for approval by the State.
Said resurfacing improvements identified in Exhibit A herein to include the following work:
 - (a) Using a Heater Planer Machine and/or a Milling Machine, removal of the existing asphalt to a depth not to exceed 4".
 - (b) Resurfacing of the planed or milled area using bituminous concrete.
 - (c) Reconstruction of concrete curb, concrete gutter or combination concrete curb and gutter.
 - (d) Adjustment of drainage structures.

- (e) Removal and replacement of deteriorated base where designated by the Engineer, using Portland Cement Concrete as replacement material.
2. To perform preliminary engineering for the proposed relocation and/or adjustments of City's utilities, which are necessary as part of the resurfacing improvements and to perform force account construction for such items in accordance with the approved plans, specifications and estimates of costs.
 3. Subject to the State's authorization and concurrence, to let and award all contracts for the construction and to provide all necessary force account construction and construction engineering/supervision all in accordance with established procedures of the City and the State.
 4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of said resurfacing improvements identified in Exhibit A.
 5. To pay any costs in excess of the State's limiting amount, established in Paragraph 7 or otherwise provided for by Amendment to this Agreement.
 6. To retain all Project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The State Agrees:

7. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of \$3,000,000, described in Paragraph 9, for the resurfacing improvements upon receipt of billings supported by documentation as required by the State.
8. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$2,890,000
Force Account Construction	\$10,000
Construction Engineering/Supervision	<u>\$100,000</u>
TOTAL	\$3,000,000

10. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded by July 1, 1989.
11. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
12. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 9.
13. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be Executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this Agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U.S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The state and city agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the state and city shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The state and city shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The city shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

Exhibit A attached to this Agreement reads as follows:

Exhibit A.

1987 Residential Street Resurfacing.

North Area.

Project No. U-6-064

Specification No. 80.63-86-107

Street	From	To
	30th Ward	
Keating	Wellington	Diversey
Wrightwood	Long	Cicero
Alternates		
Linder	Wrightwood	Diversey
Latrobe	Palmer	Fullerton
	32nd Ward	
Cortland	Damen	Hoyne
Homer	Damen	Hoyne
Dickens	Oakley	Western
Dickens	Damen	Leavitt
Churchill	Hoyne	Leavitt
Homer	Hoyne	Leavitt
Walton	Damen	Hoyne
Alternates		
Walton	Hoyne	Western
Iowa	Leavitt	Western
	33rd Ward	
Wellington	California	Francisco
Oakdale	Leavitt	Oakley
Richmond	Belmont	School
Spaulding	Fullerton	Logan

12/10/86

REPORTS OF COMMITTEES

37761

Street	From	To
Wisner Albany	Milwaukee Grace Byron	Kimball
Alternates		
Gresham Allen	Milwaukee Milwaukee	Barry Kimball
35th Ward		
Harding Kilbourn Monticello Newport	Addison School Irving Park Kimball	Avondale Addison Belle Plaine Dead End (3300 West) Cornelia
Monticello	Roscoe	
Alternates		
Sawyer	Berteau	Montrose
36th Ward		
Wellington Natchez George Newcastle Moody Newland	Moody Barry New England Fullerton Wellington Barry	Narragansett Belmont Sayre Wrightwood George Belmont
Alternates		
Mobile Meade McVicker	Dickens George Dickens	Grand Wellington Grand
38th Ward		
Menard Henderson Henderson	Irving Park Central Laramie	Montrose Lockwood Leclaire
Alternates		

Street	From	To
Moody Meade Henderson	Irving Park Cullom Laramie	Berteau Sunnyside Lockwood
	39th Ward	
Kentucky Avers Hamlin Ridgeway	Elston Argyle Argyle Ainslie	Kilbourn Carmen Carmen Eugene Field Park
Kruger Lawndale	Elston Montrose	Eden Expressway Sunnyside
Alternates		
Lawndale Hamlin Drake	Sunnyside Montrose Wilson	Wilson Wilson Lawrence
	40th Ward	
Washtenaw Winnemac Rascher	Peterson California California	Lincoln Western Francisco
Alternates		
Rascher Giddings Windsor Mozart	Francisco Manor Manor Montrose	Virginia Chicago River Chicago River Belle Plaine
	41st Ward	
Panama Pioneer Peterson Gregory	City Limits (5422 North) Rascher Oconto City Limits (8052 West)	City Limits (5543 North) Gregory Harlem City Limits (8238 West)
Oxford Imlay	DevonAvondale DevonSayre	

12/10/86

REPORTS OF COMMITTEES

37763

Street	From	To
Alternates		
Imlay	Sayre	Milwaukee
43rd Ward		
Webster	Clark	Lincoln Pk. W.
Clifton	Marcey	Clybourn
Burling	Fullerton	Schubert
Webster	Racine	Southport
Alternates		
Belden	Racine	Southport
Lakewood	Fullerton	Webster
44th Ward		
Waterloo Court	Wellington	Dead End
Barry	Racine	Southport
Greenview	Belmont	Roscoe
Magnolia	Addison	Grace
Oakdale	Racine	Lakewood
Alternates		
Burling	Diversey	Oakdale
Newport	Racine	Southport
45th Ward		
Belle Plaine	CiceroLaramie	
Cuyler	Milwaukee	Laporte
Wilson	Kildare	Kilpatrick/ Edens Xway
Alternates		
Mason	Milwaukee	Elston
Sunnyside	Milwaukee	Central
46th Ward		

Street	From	To
Buena	Marina Drive	Clarendon
Buena	Broadway	Kenmore
Junior Terrace	Marine Drive	Clarendon
Winthrop	Leland	Kenmore
Beacon	Lawrence	Wilson
Malden	Leland	Wilson
Alternates		
Magnolia	Lawrence	Wilson
Greenview	Irving Park	Wilson
47th Ward		
Oakley	Ainslie	Lawrence
Bell	Addison	Roscoe
Grace	Western	Campbell
Leavitt	Irving Park	Montrose
Alternates		
Hoyne	Irving Park	Grace
Claremont	Montrose	150 feet south of Cullom
Hutchinson	Oakley	Claremont
48th Ward		
Kenmore	Winona	Argyle
Ardmore	Broadway	Sheridan
Magnolia	Bryn Mawr	Foster
Hood	Clark	Greenview
Alternates		
Hood	Greenview	Glenwood
Glenwood	Hollywood	Ridge
Wayne	Bryn Mawr	Ridge
49th Ward		
Jarvis	Ashland	Clark
Morse	Ravenswood	Ridge
Farwell	Ravenswood	Wolcott

Street	From	To
Greenleaf	Ravenswood	Wolcott
Estes	Greenview	Paulina
Alternates		
Chase	Greenview	Sheridan
Chase	Paulina	Clark
Jarvis	Sheridan	Ashland
50th Ward		
Lunt	Rockwell	Sacramento
Francisco	Granville	Devon
Mozart	Granville	Devon
Alternates		
Whipple	Granville	Devon
Albany	Devon	Albion

This Project is designed to provide for the improvement of one mile of residential streets in each of the City's 50 Wards.

All primary sites and alternates are listed in priority order. Alternate sites will be improved only as a substitute for a site that cannot be resurfaced due to conflicts with schedules i.e. Utility Construction.

For those wards with less than one mile of streets listed, additional sites will be identified by the Department of Public Works in cooperation with the aldermen.

All street resurfacing operations for the Program will be conducted from property line to property line with intersections included at the Engineer's direction.

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays -- None.

EXECUTION OF CITY/STATE PROJECT AGREEMENT AUTHORIZED
FOR RESURFACING OF VARIOUS CENTRAL AREA
STREETS IN CITY.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the resurfacing of various Central Area streets, described therein, said agreement to be substantially in the following form:

City-State Project Agreement

Street Resurfacing -- 1987 (Central)

City Section No: 86-U6065-00-RS

State Job No: C-88-018-86

DPW Project No: U-6-065

This Agreement, entered into this _____ day of _____, 1986, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, on June 13, 1984, the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding

with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to proceed with the street resurfacing projects identified in Exhibit A.

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, surveys, plans, specifications and estimates of cost for the resurfacing improvements identified in Exhibit A and to submit same for approval by the State.

Said resurfacing improvements identified in Exhibit A herein to include the following work:

- (a) Using a Heater Planer Machine and/or a Milling Machine, removal of the existing asphalt to a depth not to exceed 4".
 - (b) Resurfacing of the planed or milled area using bituminous concrete.
 - (c) Reconstruction of concrete curb, concrete gutter or combination concrete curb and gutter.
 - (d) Adjustment of drainage structures.
 - (e) Removal and replacement of deteriorated base where designated by the Engineer, using Portland Cement Concrete as replacement material.
2. To perform preliminary engineering for the proposed relocation and/or adjustments of City's utilities, which are necessary as part of the resurfacing improvements and to perform force account construction for such items in accordance with the approved plans, specifications and estimates of costs.
 3. Subject to the State's authorization and concurrence, to let and award all contracts for the construction and to provide all necessary force account construction and construction engineering/supervision all in accordance with established procedures of the City and the State.
 4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of said resurfacing improvements identified in Exhibit A.
 5. To pay all costs in excess of the State's limiting amount, established in Paragraph 7 or otherwise provided for by Amendment to this Agreement.

6. To retain all Project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The State Agrees:

7. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of \$3,000,000, described in Paragraph 7, for the resurfacing improvements upon receipt of billing supported by documentation as required by the State.
8. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$2,890,000
Force Account Construction	\$10,000
Construction Engineering/Supervision	<u>\$100,000</u>
TOTAL:	\$3,000,000

10. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded by July 1, 1989.
11. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
12. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 9.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this Agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

Exhibit A attached to this Agreement reads as follows:

Exhibit A.

1987 Residential Street Resurfacing.

Central Area.

Project No. U-6-065

Specification No. 80.63-86-108

Street

From

To

1st Ward

Washburne
13th Street
Ancona
Carpenter

Loomis
Loomis
Noble Elizabeth
GrandHubbard

Racine
Racine

Street	From	To
Aberdeen	GrandHubbard	
Willard	Huron	Chicago
Hartland	GrandOhio	
Alternates		
Hermitage	GrandOhio	
Monroe	Racine	Morgan
2nd Ward		
Calumet	41st Street	43rd Street
Federal	37th Street	Root
Prairie	31st Street	32nd Street
Alternates		
Prairie	32nd Street	33rd Street
Dearborn 39th Street	40th Street	
Rhodes	35th Street	37th Street
3rd Ward		
Federal	45th Street	47th Street
Forrestville	45th Street	46th Street
Wabash	51st Street	Garfield Blvd.
Wabash	47th Street	48th Street
Alternates		
Wabash	48th Street	50th Street
4th Ward		
Oakenwald	43rd Street	44th Place
Greenwood	43rd Street	47th Street
44th Street	Greenwood	Lake Park
St. Lawrence	42nd Street	43rd Street
Berkeley	41st Place	42nd Place
Alternates		
44th Street	Greenwood	Drexel

12/10/86

REPORTS OF COMMITTEES

37771

Street	From	To
	11th Ward	
Lowe	35th Street	39th Street
Parnell	33rd Street	37th Street
Alternates		
Parnell	37th Street	39th Street
Union	26th Street	28th Street
	12th Ward	
36th Street	Damen	Winchester
37th Street	Damen	Winchester
38th Street	35th Street	39th Street
Montgomery	Archer	Rockwell
Wolcott	35th Street	36th Street
Alternates		
Wolcott	36th Street	39th Street
	22nd Ward	
Hamlin	24th Street	27th Street
Avers	26th Street	27th Street
25th Street	Sacramento	California
Lawndale	23rd Street	25th Street
Alternates		
Lawndale	25th Street	26th Street
Keeler	22nd Street	Ogden
Hamlin	31st Street	32nd Street
	24th Ward	
Homan	16th Street	Cermak
Avers	19th Street	Ogden
15th Street	Albany	Kedzie
Kolin	15th Street	16th Street

Street	From	To
Alternates		
Kildare	15th Street	16th Street
Flournoy	Spaulding	Homan
Avers	14th Street	15th Street
Karlov	14th Street	15th Street
25th Ward		
Throop	16th Street	18th Street
Miller	16th Street	18th Street
Rockwell	13th Street	Ogden
17th Street	Racine	Carpenter
23rd Street	California	Marshall
Alternates		
24th Street	Washtenaw	Rockwell
Allport	18th Street	19th Street
Paulina	18th Place	19th Street
26th Ward		
Palmer	California	Humboldt
Crystal	Damen	Leavitt
Francisco	Chicago	Walton
Mozart	Walton	Augusta
Concord	Hoyne	Leavitt
Washtenaw	Iowa	Augusta
Alternates		
Artesian	Wabansia	Bloomingtondale
Artesian	Division	Potomac
Hoyne	Division	Potomac
Crystal	Rockwell	Washtenaw
27th Ward		
Rockwell	Grand	Huron
Fulton	Racine	Ada
Elizabeth	Lake	Carroll

12/10/86

REPORTS OF COMMITTEES

37773

Street	From	To
St. Louis	Governors Pkwy.	Huron
Wilcox	Washtenaw	California
Christiana	Ohio	Huron
Alternates		
Christiana	Huron	Chicago
Wilcox	Francisco	Sacramento
Walnut	Sacramento	Albany
28th Ward		
Avers	C&NW R.R. (400 N.)	Ferdinand
Maypole	Kilpatrick	Cicero
Adams	Kenton	Cicero
Lexington	Central Park	Lawndale
Gladys	Kilpatrick	Lavergne
Alternates		
Lexington	Independence	Lawndale
Van Buren	Kilpatrick	Cicero
Congress	Kilpatrick	Cicero
Van Buren	St. Louis	Central Park
29th Ward		
Waller	Adams	Corcoran
Lorel	Madison	West End
Alternates		
Lorel	West End	Lake
Fulton	Central	Menard
31st Ward		
Monticello	Division	Hirsch
Keeler	North	C.M. ST. P&P R.R. (1800 North)
Keystone	North	C.M. ST. P&P R.R. (1800 North)

Street	From	To
Karlov	Division	Hirsch
Alternates		
Karlov	Hirsch	North
Kedvale	North	Wabansia

37th Ward

Rice	Cicero	Lavergne
Long	Potomac	North
Iowa	Cicero	Lavergne
Huron	Laramie	Lockwood

Alternates

Lavergne	Chicago	Augusta
Maypole	Lavergne	Laramie

42nd Ward

Goethe	Sedgwick	State
Erie	LaSalle	Michigan

Alternates

Erie	Michigan	Lake Shore Dr.
Huron	LaSalle	Lake Shore Dr.

This project is designed to provide for the improvement of one mile of residential streets in each of the City's 50 Wards.

All primary sites and alternates are listed in priority order. Alternate sites will be improved only as a substitute for a site that cannot be resurfaced due to conflicts with schedules i.e. Utility Construction.

For those wards with less than one mile of streets listed, additional sites will be identified by the Department of Public Works in cooperation with the Aldermen.

All street resurfacing operations for the Program will be conducted from property line to property line with intersections included at the Engineer's direction.

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays -- None.

EXECUTION OF CITY/STATE PROJECT AGREEMENT AUTHORIZED
FOR RESURFACING OF VARIOUS SOUTHSIDE
STREETS IN CITY.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the resurfacing of various Southside streets, described therein, said agreement to be substantially in the following form:

City-State Project Agreement

Street Resurfacing -- 1987 (Southside)

City Section No: 86-U6006-00-RS

State Job No: C-88-019-86

DPW Project No: U-6-066

This Agreement, entered into this _____ day of _____, 1986, by and between the State of Illinois, acting through its Department of Transportation hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works hereinafter called the "City".

Witnesseth:

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, on June 13, 1984, the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to proceed with the street resurfacing projects identified in Exhibit A.

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, surveys, plans, specifications and estimates of cost for the resurfacing improvements identified in Exhibit A and to submit same for approval by the State.

Said resurfacing improvements identified in Exhibit A herein to include the following work:

- (a) Using a Heater Planer Machine and/or a Milling Machine, removal of the existing asphalt to a depth not to exceed 4".
 - (b) Resurfacing of the planed or milled area using bituminous concrete.
 - (c) Reconstruction of concrete curb, concrete gutter or combination concrete curb and gutter.
 - (d) Adjustment of drainage structures.
 - (e) Removal and replacement of deteriorated base where designated by the Engineer, using Portland Cement Concrete as replacement material.
2. To perform preliminary engineering for the proposed relocation and/or adjustments of City's utilities, which are necessary as part of the resurfacing improvements and to perform force account construction for such items in accordance with the approved plans, specifications and estimates of costs.
3. Subject to the State's authorization and concurrence, to let and award all contracts for the construction and to provide all necessary force account construction and construction engineering/supervision all in accordance with established procedures of the City and the State.
4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and

accurate breakdown of costs of said resurfacing improvements identified in Exhibit A.

5. To pay any costs in excess of the State's limiting amount, established in Paragraph 7 or otherwise provided for by Amendment to this Agreement.
6. To retain all Project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, The State Agrees:

7. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of \$3,000,000, described in Paragraph 9, for the resurfacing improvements upon receipt of billings supported by documentation as required by the State.
8. To review without delay, all submittals including plans, specifications and estimates, requests for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the project.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

9. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction	\$2,890,000
Force Account Construction	\$10,000
Construction Engineering/Supervision	<u>\$100,000</u>
TOTAL:	\$3,000,000

10. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded by July 1, 1989.
11. That upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
12. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 9.
13. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this Agreement read as follows:

Minority Business Enterprises Provisions.

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

Exhibit A attached to this Agreement reads as follows:

Exhibit A.

1987 Residential Street Resurfacing.

South Area.

Project No. U-6-066

Specification No. 80.63-86-109

12/10/86

REPORTS OF COMMITTEES

37779

Street	From	To
	5th Ward	
Cornell	70th Street	73rd Street
72nd Street	Exchange	South Shore Dr.
Chappel	75th Street	76th Street
69th Street	Crandon	South Shore Dr.
70th Street	Jeffery	Clyde
Alternates		
Oglesby	67th Street	71st Street
Oglesby	73rd Street	74th Street
	6th Ward	
Eberhart	71st Street	75th Street
73rd Street	Cottage Grove	Woodlawn
Alternates		
73rd Street	Woodlawn	Stony Island
	7th Ward	
Phillips	89th Street	92nd Street
Kingston	83rd Street	87th Street
Yates	90th Street	91st Street
Alternates		
Phillips	83rd Street	87th Street
	8th Ward	
89th Street	Stony Island	Kenwood
Kimbark	87th Street	88th Street
Kenwood	87th Street	89th Street
Dauphin	87th Street	89th Place
Alternates		
Dauphin	89th Place	91st Street
Dante	79th Street	83rd Street

Street	From	To
	9th Ward	
Indiana	117th Street	120th Place
Wentworth	119th Street	123rd Street
106th Street	Dauphin	Rhodes
Alternates		
Stewart	119th Street	123rd Street
	10th Ward	
Calhoun	103rd Street	109th Street
Hoxie	103rd Street	105th Street
Alternates		
Hoxie	105th Street	109th Street
	13th Ward	
Knox	63rd Street	64th Street
70th Street	Kedvale	Pulaski
Kildare	Marquette	69th Street
Kenneth	Marquette	69th Street
Kilbourn	Marquette	69th Street
Alternates		
Kolmar	Marquette	68th Street
68th Street	Kedvale	Pulaski
68th Street	Kolmar	Kolin
	14th Ward	
50th Street	Western	Damen
50th Place	Western	Hoyne
Hoyne	51st Street	50th Street
Alternates		

Street	From	To
Hoyne	50th Street	49th Street
Seeley	51st Street	47th Street
	15th Ward	
Claremont	Marquette	69th Street
Claremont	64th Street	65th Street
Justine	53rd Street	56th Street
Throop	51st Street	52nd Street
Bell	66th Street	Marquette
Alternates		
Bell	Marquette	68th Street
Winchester	72nd Street	73rd Street
Justine	52nd Street	53rd Street
Winchester	58th Street	59th Street
	16th Ward	
Sangamon	Garfield	59th Street
Ada	59th Street	61st Street
Elizabeth	57th Street	58th Street
May	63rd Street	64th Street
Alternates		
Aberdeen	51st Street	52nd Street
Aberdeen	69th Street	71st Street
Carpenter	52nd Street	53rd Street
	17th Ward	
Laflin	76th Street	79th Street
80th Street	Halsted	Racine
Carpenter	73rd Street	74th Street
Alternates		
73rd Street	Racine	Loomis
71st Place	Racine	Loomis

Street	From	To
	18th Ward	
Kilbourn	79th Street	82nd Place
Keating	82nd Street	81st Street
81st Street	Keating	Kilpatrick
Scottsdale	South End of shopping center (approx. 80th St.)	83rd Street
Alternates		
Scottsdale	83rd Street	84th Place
Kostner	86th Street	87th Street
Kolmar	83rd Place	84th Place
	19th Ward	
Damen	94th Street	90th Street
Talman	111th Street	112th Street
St. Louis	103rd Street	105th Street
Wood	103rd Street	104th Street
Alternates		
Claremont	97th Street	99th Street
Wood	104th Street	Hermosa
	20th Ward	
Michigan	66th Street	70th Street
Calumet	69th Street	70th Street
Prairie	68th Street	70th Street
Evans	Marquette	68th Street
Alternates		
Calumet	68th Street	69th Street
Wabash	68th Street	71st Street
	21st Ward	
Parnell	95th Street	98th Place
97th Place	Loomis	Racine
Calumet	101st Street	103rd Street

Street	From	To
Loomis	87th Street	88th Street
Alternates		
Loomis	88th Street	89th Street
96th Street	Loomis	Racine
	23rd Ward	
Komensky	47th Street	Archer
Kolin	Archer	R.R. Tracks
Laramie	Archer	55th Street
Alternates		
Harding	47th Street	49th Street
Ridgeway	47th Street	Archer
	34th Ward	
Normal	113th Street	115th Street
Eggleston	113th Street	115th Street
Green	108th Street	109th Street
Parnell	113th Street	115th Street
Wallace	113th Street	114th Street
Alternates		
Wallace	114th Street	115th Street
Normal	115th Street	117th Street
Stewart	113th Street	114th Street

This Project is designed to provide for the improvement of one mile of residential streets in each of the City's 50 Wards.

All primary sites and alternates are listed in priority order. Alternate sites will be improved only as a substitute for a site that cannot be resurfaced due to conflicts with schedules i.e. Utility Construction.

For those wards with less than one mile of streets listed, additional sites will be identified by the Department of Public Works in cooperation with the Aldermen.

All street resurfacing operations for the Program will be conducted from property line to property line with intersections included at the Engineer's direction.

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

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

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

Nays -- None.

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

The Committee on Finance to which had been referred (October 27, November 5, 24 and 26, 1986) sundry proposed ordinances and order transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates, waiver of fees and refund of various fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

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

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

Nays -- None.

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

FREE PERMITS.

Northeastern Illinois University.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Northeastern Illinois University, for electrical installations on the premises known as 5500 North St. Louis Avenue.

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

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

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, 1044 North Francisco Avenue, for addition to present structure and alterations (Skadberg-Brandt, Inc., 2 Talcott Road -- Park Ridge, Illinois 60068) on the premises known as 1044 North 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.

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, 1044 North Francisco Avenue, for remodeling existing structure and for the construction of an addition on the premises known as 1044 North 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.

Our Lady Mother of the Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Our Lady Mother of the Church, 8747 West Lawrence Avenue, for construction of sewer pipe on the premises known as 8747 West Lawrence Avenue.

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

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

The Good News Partners.

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 Good News Partners, for remodeling the Jonquil Hotel, on the premises known as 1600 West Jonquil Terrace.

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

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

The Good News Partners.

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 Good News Partners, for rehabilitation of existing structure on the premises known as 7729 North Hermitage Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Food Dispenser.

John F. Kennedy Medical Center.

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the John F. Kennedy Medical Center, 5645 West Addison Street, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefor, for the year 1987.

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

Food Purveyor.

Loretto Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of permit fee for Loretto Hospital's Gift Shoppe (Food Purveyor):

Loretto Hospital,
645 South Central Avenue.

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

CANCELLATION OF EXISTING WATER RATES.

Chicago Mikvah Association.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago the Commissioner of Water and Sewers is hereby authorized and directed to cancel existing water rates in the amount of \$597.57, charged against the Chicago Mikvah Association, Inc., 3110 West Touhy Avenue.

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

Congregation Ch. K. Machzikai Hadas.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against Congregation Ch. K. Machzikai Hadas, 2040 West Devon Avenue.

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

*John F. Kennedy Medical Center.
(Northwest Hospital).*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against the John F. Kennedy Medical Center, (Northwest Hospital), 6808 West Belmont Avenue.

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

Moody Institute.

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

SECTION 1. The Commissioner of Water and Sewers is hereby authorized and directed to cancel water rates in the amount of \$350.88, charged to the Moody Institute, 1610 North Clark Street.

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

Norwegian Old Peoples Home.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water and sewer rates assessed against the Norwegian Old Peoples Home, 6016 North Nina Avenue, for the years 1984-85-86.

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

WAIVER OF FEES.

Edward McAuliffe.

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

SECTION 1. That the Commissioner of Sewers is hereby authorized and directed to waive all fees assessed against Edward McAuliffe, 9544 South Winchester, associated with the sewer project at that location.

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

Ronald Mosley.

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

SECTION 1. That the Commissioner of Sewers is hereby authorized and directed to waive all fees assessed against Ronald Mosley, 9553 South Winchester, associated with the sewer project at that location.

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

Paula S. Sanzenbacher.

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

SECTION 1. That the Commissioner of Sewers is hereby authorized and directed to waive all fees assessed against Paula S. Sanzenbacher, 9550 South Winchester, associated with the sewer project at that location.

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

REFUND OF FEE.

Our Lady Mother of the Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund \$115.50 to Our Lady Mother of the Church, 8747 West Lawrence Avenue for Permit No. 1361 for tile and cast iron sewer pipe installation.

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 November 24 and 26, 1986, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	Warrant Number and Type of Inspection	Amount
Grace Convalescent Home 2800 West Grace Street	A1-609056 (Elev.)	\$60.00
Grant Hospital 551 West Grant Place	D3-687358 (Sign)	1,425.00
McCormick Theological Seminary, 5555 South Woodlawn Avenue	B1-619819 (Bldg. Insp.)	34.50

Name and Address	Warrant Number and Type of Inspection	Amount
Misericordia Heart of Mercy Home, 2916 West 47th Street	R1-616672 (Drwy. Insp.)	\$25.00
The Moody Church 1609 North LaSalle Street	D3-687142 (Sign)	40.00
Northwestern Memorial Hospital 240 East Pearson Street	B1-620323 (Bldg. Insp.)	103.50
Norwood Park Home 6016 North Nina Avenue	No. 1 Kewanee Fire Tube Boiler (Insp.)	30.00
Resurrection High School 7500 West Talcott Avenue	A1-600345 A1-605596 (Elev.)	30.00 30.00
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	B1-620306 (Bldg. Insp.)	149.50
St Joseph Hospital and Health Care Center, 2900 North Lake Shore Drive	D3-687161 (Sign)	60.00
St Mary's Square Living Center /I.A.Z. Health Co. Inc., 7270 South South Shore Drive	R1-617258 (Drwy. Insp.)	25.00

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

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

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY/STREET
LIGHTS AT SPECIFIED LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 1613 South Morgan Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 1713 South Morgan Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a street light in the middle of the 1100 block of North Paulina Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light at the rear of 3700 North Octavia Avenue.

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

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

Nays -- None.

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL
LICENSE FEE FOR SPECIAL POLICEMEN
EMPLOYED AT UNIVERSITY OF
CHICAGO.

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

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs one hundred special police and shall pay an annual fee of Ten (\$10.00) Dollars per license for the year 1987:

The University of Chicago
5801 South Ellis Avenue.

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

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

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

Nays -- None.

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

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

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

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

Nays -- None.

The following is said order as passed:

Ordered. That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the

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

[Regular Orders printed on page 37795 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 that City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party Order printed on page 37796 of this Journal.]

Action Deferred -- APPOINTMENT OF MR. PATRICK QUINN AS
DIRECTOR OF REVENUE.

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

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

(Continued on page 37797)

12/10/86

REPORTS OF COMMITTEES

37795

COUNCIL MEETING OF 12/10/86
REGULAR GROUPS

EMPLOYEE NAME	OFFICIAL TITLE	UNIT OF ASSIGNMENT	DATE INURED	VOUCHER TOTAL
ARMSTRONG	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/22/86	9802.10
BARR	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/13/83	100.00
CARL	POLICE OFFICER	ELVENTH DISTRICT	7/20/86	1799.45
DEERBERG	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/08/85	456.00
DECAILLON	POLICE OFFICER	EIGHTEENTH DISTRICT	7/04/85	65.00
HITCHELL	SPRING	FIFTH DISTRICT	1/25/84	406.00
OPERION	POLICE OFFICER	TWENTY-FOURTH DISTRICT	3/15/84	4797.00
SCOTT	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/20/85	1383.10
SOFT	POLICE OFFICER	THIRTEENTH DISTRICT	10/30/84	219.59
WILSON	POLICE OFFICER	SIXTH DISTRICT	1/21/86	3600.00
WILSON	FIREFIGHTER	TRUCK 10	1/24/85	328.87
WILSON	PARAMEDIC	AMBULANCE 47	2/18/86	334.00
WILSON	FIREFIGHTER	ENGINE COMPANY 79	2/08/86	67.00
WILSON	FIREFIGHTER	ENGINE COMPANY 123	3/08/86	171.23
WILSON	FIREFIGHTER	ENGINE COMPANY 8	4/05/83	585.00
WILSON	PARAMEDIC	AMBULANCE 16	11/30/85	169.75
WILSON	CAPTAIN	DISTRICT RELIEF 2	1/27/86	62.00
WILSON	FIREFIGHTER	TRUCK 38	3/08/86	25.00
WILSON	LIEUTENANT	DISTRICT RELIEF 6	8/29/85	286.00
WILSON	FIREFIGHTER	ENGINE COMPANY 7	2/19/86	35.00
WILSON	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	7619.59
WILSON	FIREFIGHTER	TRUCK 19	3/19/86	156.00
WILSON	FIREFIGHTER	TRUCK 19	8/02/86	102.20
WILSON	FIREFIGHTER	ENGINE COMPANY 32	3/22/86	131.35
WILSON	FIREFIGHTER	ENGINE COMPANY 98	1/26/86	424.00
WILSON	ENGINEER	ENGINE COMPANY 7	2/10/86	400.00
WILSON	FIREFIGHTER	ENGINE COMPANY 127	3/21/86	69.00
WILSON	FIREFIGHTER	TRUCK 3	3/18/86	85.00
WILSON	FIREFIGHTER	ENGINE COMPANY 57	1/16/86	92.00
WILSON	FIREFIGHTER	ENGINE COMPANY 98	1/26/86	779.95
WILSON	FIREFIGHTER	ENGINE COMPANY 96	11/07/85	192.35
WILSON	LIEUTENANT	ENGINE COMPANY 60	2/04/86	155.00

CITY COUNCIL ORDERS

COUNCIL MEETING OF 12/10/86

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BASKERVILLE	POLICE OFFICER	AUTOMOTIVE FOURTH SECTION	11/19/85	1794.80
CAGE	POLICE OFFICER	TENTH DISTRICT	2/02/86	85.00
MURDELL	MARY A	FOURTH DISTRICT	3/31/85	544.00
OVERTON	SUSAN F	NINETEENTH DISTRICT	11/25/84	27612.00
ULINCYCH	RUDY	ELEVENTH DISTRICT	3/24/85	722.00

(Continued from page 37794)

Your Committee on Finance, to which was referred a communication concerning the appointment of Patrick Quinn as Director of Revenue, effective December 1, 1986, having had the same under advisement, begs leave to report and recommend that Your Honorable Body adopt 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.

Action Deferred -- AUTHORIZATION FOR EXECUTION OF LOAN
AND SECURITY AGREEMENT WITH E.C.O. PARTNERS FOR
PROJECT LOCATED AT 3939 SOUTH
KARLOV AVENUE.

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

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing the execution of a loan and security agreement with E.C.O. Partners whereby Business Development Loan funds and Illinois Fixed Rate Loan funds will be loaned to E.E.S.C.O., Inc., to purchase and rehabilitate improved real property at 3939 South Karlov Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

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

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

WHEREAS, The Department of Economic Development of the City of Chicago ("D.E.D.") was established on 10 February 1982, by ordinance of the City Council of the City of Chicago; and

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

WHEREAS, D.E.D. has funds available to its Business Development Loan Program through the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development ("H.U.D.") in the amount of \$1,500,000; and

WHEREAS, D.E.D. has funds available to its Illinois Fixed Rate Loan Program through the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development ("H.U.D.") in the amount of \$656,000; and

WHEREAS, E.C.O. Partners, a Georgia Partnership, desire to borrow and Lender desires to lend the sum of \$100,000 through the Business Development Loan Program and \$100,000 through the Illinois Fixed Rate Loan Program (collectively referred to hereinafter as "Loan") for the purposes of business expansion; and

WHEREAS, The Economic Development Commission has approved the applications of E.C.O. Partners for said Loan; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, a Loan and Security Agreement with E.C.O. Partners, pursuant to which the City will loan \$200,000 to E.C.O. Partners to assist E.C.O. Partners to expand its operations, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

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

Loan and Security Agreement.

This Agreement is entered into and executed as of this _____ day of _____, 1986, by and between the City of Chicago, Illinois, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois, 60602; and E.C.O. Partners, a Georgia Partnership with principal offices at 814 Commerce Drive, Oak Brook, Illinois, ("Borrower").

Recitals:

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

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

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

Whereas, D.E.D. has funds available to its Illinois Fixed Rate Loan Program through the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development ("H.U.D.") in the amount of \$694,674; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$100,000 through the Business Development Loan Program, and \$100,000 through the Illinois Fixed Rate Loan Program (collectively referred to hereinafter as "Loan") for the purposes of business expansion;

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

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

Section 2. Definitions.

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

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

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

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

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

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

2.07 "Property" shall mean that certain real estate located at 3939 South Karlov, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.09 "Senior Lender" shall mean Exchange National Bank, Chicago, Illinois.

Section 3. Loan.

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

3.01 The principal sum of the Loan shall be \$100,000 through the Business Development Loan Program and \$100,000 through the Illinois Fixed Rate Loan Program.

3.02 The term of the Loan shall be 7 years.

3.03 The rate of interest charged on the Business Development Loan, per annum, shall be seventy-five percent (75%) of that rate of interest charged by First National Bank of Chicago to its most creditworthy customers upon ninety (90) day unsecured loans, in effect from time to time ("Prime Rate"), payable in 84 equal installments of principal together with interest thereon on Lender schedule of payments provided to Borrower. The aforesaid interest rate shall be established as of the date the Note is executed and shall be adjusted as of the first day of January, April, July and October of each year the Loan remains outstanding. The first such interest adjustment shall be _____, _____. Payments shall be made on or before the 1st day of the month commencing on the 1st day _____ after disbursement of the Business Development Loan proceeds.

3.04 The rate of interest on the Illinois Fixed Interest Rate Loan shall be three percent (3%) per annum. Repayment of said Loan shall be in 84 equal monthly installments of principal together with interest thereon. Payments shall be made on or before the 1st day of the month commencing on the 1st day of _____ after disbursement of the Illinois Fixed Rate Loan.

3.05 Borrower expressly agrees that Business Development Loan proceeds shall be used only for the purchase of property in order to lease same to a related entity, E.E.S.C.O. Inc. and that the Illinois Fixed Rate Loan Proceeds shall be used only for construction, improvements, working capital and the purchase of machinery and only on or for the Property.

Section 4. Grant of Security Interest.

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

4.01 The Property; and

4.02 Equipment, machinery, vehicles and fixtures, and other tangible business assets located at the property including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral.

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

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

4.05 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interest, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the liens and/or security of the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$650,000 plus additional amounts

actually advanced by the Senior Lender upon Borrower's failure to perform its obligations under the Senior Financing.

4.06 Borrower agrees that Patrick Hulme, Charles Leavitt III, Gary Murino, Stanley C. Weiss, Richard Lee Cravey and Chris Peifer individually, jointly and severally shall personally guarantee the Loan.

Section 5. Conditions Precedent.

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

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

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

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

5.04 Personal Guarantee of Patrick Hulme, Charles Leavitt III, Gary Murino, Stanley C. Weiss, Richard Lee Cravey and Chris Peifer for repayment of the Loan.

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

Section 6. Conditions Subsequent.

6.01 Within 10 calendar days following disbursement of Loan proceeds, Borrower shall furnish to Lender duly executed Certificate(s) of Inspection and Acceptance, certifying that the equipment and machinery purchased with Loan proceeds has been received, inspected, and installed.

Section 7. Warranties, Representations and Covenants.

Borrower warrants and represents and covenants to Lender as follows:

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

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

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

7.04 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that Lender occupies no less than a second secured lien position on all of the Collateral. Borrower shall furnish Lender documents satisfactory to Lender which evidence its compliance with this Paragraph 6.04.

7.05 Except as permitted under Section 4 hereof, Borrower shall not, without Lender's prior written consent thereto, which Lender may or may not give in its sole discretion, concurrently or hereafter (a) grant a security interest in, assign, sell or transfer any of the Collateral to any person, or permit, grant or suffer or permit a lien, claim or encumbrance upon any of the Collateral; (b) permit or suffer any levy, attachment or restraint to be made affecting any of the Collateral; (c) enter into any transaction not in the ordinary course of its business which materially and adversely affects Borrower's ability to repay Borrower's

Liabilities or Indebtedness; or (d) permit the Tangible Net Worth, as measured in the annual financial statements of Borrower to decrease more than 15% in any calendar year subsequent to the date of this Agreement from the Tangible Net Worth of Borrower for the immediately prior financial year (as shown in the Financials).

7.06 Borrower shall pay promptly when due, all of the Charges. In the event Borrower, at any time or times hereafter, shall fail to pay the Charges or to obtain discharges of the same, Borrower shall so advise Lender thereof in writing at which time Lender may, without waiving or releasing any obligation or liability of Borrower under this Agreement, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which Lender deems advisable. All sums so paid by Lender and any expenses, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender. Notwithstanding anything herein to the contrary, Borrower may permit or suffer Charges to attach to its assets and may dispute the same without prior payment thereof provided that Borrower, in good faith shall be contesting said Charges in an appropriate proceeding, and Borrower has given such additional Collateral and/or assurances as Lender in its sole discretion, deems necessary under the circumstances.

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

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

Section 8. Jobs.

8.01 Borrower shall use its best efforts to retain approximately 79 present full-time jobs; and shall use its best efforts to create approximately 51 new, permanent jobs within 24 months after execution of this Agreement.

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

8.03 As an incentive to achieve and maintain hiring levels as set forth in this Agreement, Borrower may earn credit for payments on the City Illinois Fixed Rate Loan as follows:

(a) If Borrower achieves its employment levels pursuant to Section 801 above, it shall accrue credit for one month's Illinois Fixed Rate Loan interest payment for each year commencing one year from the initial disbursement date of the Loan proceeds in which the aforesaid employment level is maintained;

(b) Credit accrued as set forth above shall be applied to Borrower's Illinois Fixed Rate Loan payments due and owing during the final year of the term of the Loan.

Section 9. Events of Default.

Borrower shall be in default under this Agreement upon the occurrence of any of the following Event(s) of Default or conditions, namely:

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

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

(iii) default in the performance or observance of any other covenant or agreement of the Borrower contained herein, which default shall remain unremedied for thirty (30) days after written notice thereof shall have been given by the City to the Borrower; provided, however, if such correction, by its nature, cannot be performed within said 30-day period, then, if the Borrower commences such correction within said 30-day period and diligently pursues such correction, the time period within such correction must be performed shall end ninety (90) days following the written notice from the Lender; or

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

(v) any warranty, representation or statement made or furnished to Lender by or on behalf of Borrower proving to have been false in any material respect when made or furnished;

(vi) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon except as expressly otherwise permitted under this Agreement;

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

(viii) dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the assets of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Borrower or any guarantor or surety of Borrower.

Section 10. Remedies.

10.01 Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all of Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 *et seq.*), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least ten (10) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least ten (10) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

Section 11. No Waiver By Lender.

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

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

Section 12. Prepayment.

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

Section 13. Equal Employment.

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

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

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

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

Section 14. Disclaimer of Relationship.

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

Section 15. Conflict of Interest.

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

Section 16. Limitation of Liability.

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

Section 17. Assignment.

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

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

Section 18. Additional Provisions.

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

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

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

With Copies To: Office of the Corporation Counsel
Room 511 - City Hall
121 North LaSalle Street
Chicago, Illinois 60601

If to Borrower: ECO PARTNERS
814 Commerce Drive
Oak Brook, Illinois 60521
Attention: Patrick Hulme
(after February 1, 1987)

Copy To: (after February 1, 1987)
ECO PARTNERS
3939 South Karlov
Chicago, Illinois
Attention: Patrick Hulme

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

18.03 If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of

such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

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

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

Section 19. Maintaining Records/Right to Inspect.

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

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

19.03 The rights of access and inspection provided in this Section 7 shall continue until the completion of all close-out procedures respecting the Loan and until the final settlement and conclusion of all issues arising out of the Loan.

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

[Signature forms omitted for printing purposes.]

**COMMITTEE ON ADMINISTRATION, REORGANIZATION,
PERSONNEL AND EMPLOYMENT.**

*Failed to Pass -- CITY COUNCIL URGED TO INVESTIGATE
ALLEGED ABUSES WITHIN DEPARTMENT OF PUBLIC
WORKS SIGNS AND MARKINGS DIVISION.*

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration a resolution (which was referred on October 16, 1984) by Alderman David Orr urging this committee to investigate alleged abuses within the City's sign division begs leave to recommend that Your Honorable Body *Do Not Pass* the said resolution which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The City of Chicago presently faces the challenge of maintaining and extending City services in a period of limited resources; and

WHEREAS, Fiscal austerity demands greater efficiency and productivity from all city employees; and

WHEREAS, Mayor Harold Washington has pledged to meet this challenge with justice, fairness, and thoroughness; and

WHEREAS, It is the responsibility of the City Council to aid in the Mayor's efforts to eliminate waste and abuse; and

WHEREAS, Some wards within the City have a backlog of hundreds of street signs in need of repair; and

WHEREAS, Serious allegations have been raised about the efficiency and operation of the Department of Public Works Signs and Markings Division and the privately owned trucks used by the Department; and

WHEREAS, These allegations have called into question the reliability of supervisory personnel within the Division; and

WHEREAS, These allegations have questioned the accuracy of the work reports submitted by sign crews; and

WHEREAS, Private companies may be receiving City payments for days when company truck drivers are absent from work; and

WHEREAS, This systematic pattern of abuse deserves the immediate attention of both the City Council and the Department of Public Works; now, therefore,

Be It Resolved, That the City Council immediately investigate alleged waste and abuses within the Department of Public Works Signs and Markings Division; and

Be It Further Resolved, That the Council request the Mayor to instruct appropriate Departmental officials to work closely with the Council to thoroughly examine these allegations.

Failed to Pass -- COMMITTEE ON ADMINISTRATION,
REORGANIZATION, PERSONNEL AND
EMPLOYMENT URGED TO HOLD
PUBLIC HEARINGS REGARDING
CITY'S HIRING OF
CONVICTED
FELON.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration a resolution (which was referred on June 20, 1984) by Alderman Gerald McLaughlin urging this committee immediately conduct public hearings into the hiring of a convicted felon begs leaves to recommend that Your Honorable Body *Do Not Pass* the said resolution which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, *The Chicago Sun-Times*, on its front page of the issue dated June 18, 1984, cites the City's hiring of a three-time convicted felon as an employee in the Department of Law; and

WHEREAS, The City's Corporation Counsel, James Montgomery, has seen fit to hire Mr. Ronald Florence to a sensitive position despite Mr. Florence's long criminal record which includes a one-time indictment for the murder of a Chicago Police Officer; and

WHEREAS, Mr. Florence has spent almost the entirety of his adult life in prison, stemming from three separate incidents of proven criminal behavior, and the hiring of such a person by our Corporation Counsel opens the personnel policies of our City to great scrutiny, criticism and ultimate embarrassment; now, therefore,

Be It Resolved, That the City Council Committee on Administration, Reorganization and Personnel immediately undertake public hearings into the hiring of Mr. Ronald Florence to a sensitive position in the Department of Law with a view towards removal of his appointment from such position, and towards creation of Personnel Code changes which would prevent persons with serious criminal records from serving in sensitive positions.

Failed to Pass -- CITY COUNCIL URGED TO ADOPT AND
INSTITUTE MATERNITY LEAVE FOR WOMEN
EMPLOYEES OF CITY OF CHICAGO.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration (which was referred on February 8, 1984) by Alderman Marian Humes for the City of Chicago to institute maternity leave for its female employees begs

leave to recommend that Your Honorable Body *Do Not Pass* the said resolution which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The City of Chicago employs 41,599 full-time employees of which 8,094 are women, according to the 1982 -- 1983 E.E.O.4 report submitted to the federal government by the Department of Personnel. Women's contributions to the City of Chicago have been substantial in all aspects of City Government. The benefits extended to them should cover all of their basic needs; and

WHEREAS, The City of Chicago has no enforced maternity leave policy. Maternity leaves are granted as personal leaves of absence; and

WHEREAS, Leaves of absence of 30 days or less does not cause continuous services to be adjusted. Leaves of absence for more than 30 days have the time off deducted from the woman's continuous service time; and

WHEREAS, If a woman was not able to return to work at the end of a leave of absence because no positions were available, she would then be placed on a reinstatement list. The time spent on the reinstatement list would be deducted from the woman's continuous time; and

WHEREAS, Time spent on a reinstatement list does not provide a financial base for single household parents which make up a large percentage of the female work force: now, therefore,

Be It Resolved, That the Chicago City Council should investigate an enforced maternity leave policy. Women are a viable part of City of Chicago's work force and should have some

guarantees on their positions without affecting their seniority when returning from maternity leave.

*Failed to Pass -- ADMINISTRATION URGED TO MAINTAIN
POLICY OF ALLOWING ALL FAITHS TO OBSERVE
RELIGIOUS HOLIDAYS WITHOUT PENALTY.*

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment have under consideration a resolution (which was referred April 13, 1984) by Alderman Bernard Stone to request that the Department of Personnel honor and respect the rights of the members of all faiths to allow them to observe all religious holidays without penalty begs leave to recommend that Your Honorable Body *Do Not Pass* the said resolution which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The Jewish Community is a respected portion of our great City and has contributed greatly to our city and its government; and

WHEREAS, Passover is one of the most important holidays in the Jewish faith, celebrating their freedom from slavery; and

WHEREAS, It is a long and honored tradition in this city for city government to respect and honor major religious holidays of all faiths; and

WHEREAS, The City Administration should maintain a policy of allowing members of all faiths to use administrative leave, compensatory time or using a day off as a replacement day for the observation of all faiths; now, therefore,

Be It Resolved, That Mayor Harold Washington be requested to instruct Dr. Charles Pounian to honor and respect the rights of the members of all faiths to allow them to observe all religious holidays without penalty.

Failed to Pass -- AMENDMENT OF CHAPTER 25.1 OF MUNICIPAL
CODE, REQUIRING RACE, SEX STATISTICS FROM
DEPARTMENT OF PERSONNEL.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, December 10, 1986.

To The President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration an ordinance (which was referred on February 13, 1985) by Alderman Miguel A. Santiago (31st) adding a new section to Chapter 25.1 of the Municipal Code of Chicago to be known as Section 25.1- 8.1 begs leave to recommend that Your Honorable Body *Do Not Pass* the said ordinance which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

SECTION 1. That Chapter 25.1 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section in italics to be known as Section 25.1-8.1, and to read as follows:

25.1-8.1. The Commissioner of Personnel shall cause to be published on the first working date of every month a list of City positions filled by race and sex. Such statistical information shall be posted in a prominent place outside the Department of Personnel offices in City Hall and shall be filed with the City Clerk and with the Municipal Reference Librarian.

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

Failed to Pass -- AMENDMENT OF CHAPTER 25.1, SECTION 25.1-5
OF MUNICIPAL CODE, CONCERNING BI-LINGUAL
INFORMATION AND TESTING
FOR CITY POSITIONS.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration an ordinance (which was referred on February 4, 1985) by Alderman Miguel A. Santiago (31st) to amend Section 25.1-5 and to further amend by adding a new section to be known as Section 25.1-5.1 begs leave to recommend that Your Honorable Body *Do Not Pass* the said ordinance which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

WHEREAS, Each U.S. Census shows a marked increase in the Spanish-speaking population of this great nation every ten years; and

WHEREAS, The Spanish-speaking population in the City of Chicago has had a higher increase during the 1970s and 1980s than the national average; and

WHEREAS, Many governmental agencies have already taken cognizance of the steady rise in Spanish-speaking citizens by creating bi-lingual publications, signs in public areas, accommodations and buildings; and

WHEREAS, Many state and local governments have created facilities for bi-lingual testing for government jobs, so that our Spanish-speaking citizens are given an equal advantage in testing as our English-speaking citizens; now, therefore,

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

SECTION 1. That Section 25.1-5 of the Municipal Code of Chicago is hereby amended by the addition of the following language in italics below:

25.1-5. The Commissioner of Personnel shall issue personnel rules in *Spanish and English*. Prior to the effective date of such rules, the Commissioner of Personnel shall give public notice in *Spanish and English* in one or more newspapers of general circulation.

...

SECTION 2. That Chapter 25.1 of the Municipal Code of Chicago be further amended by the insertion therein, in its proper numerical sequence, of a new section to be known as Section 25.1-5.1, and to read in italics as follows:

25.1-5.1. *The Commissioner of Personnel shall issue all informational bulletins pertaining to city position availabilities in English and in Spanish. In addition, testing for all positions which do not require a thorough knowledge of and background in the English language shall be offered in English and in Spanish.*

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

Failed to Pass -- COMMITTEE ON ADMINISTRATION, REORGANIZATION,
PERSONNEL AND EMPLOYMENT URGED TO STUDY FEASIBILITY
OF TRANSFERRING BUREAU OF STREET TRAFFIC
BACK TO DEPARTMENT OF STREETS AND
SANITATION.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration a resolution (which was referred on June 28, 1983) by Alderman Bernard Stone that this committee conduct a study to determine whether the Bureau of Street Traffic shall not be transferred back to the Department of Streets and Sanitation or shall the street functions previously covered by said Bureau be transferred to the Department of Public Works begs leave to recommend that Your Honorable Body *Do Not Pass* the said resolution which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, Within the last six months the Bureau of Street Traffic was shifted in part to the Department of Public Works transferring all engineering functions to said Department while all street functions, including the erection, installation and correction of all traffic signals, signs, and all other functions that were formerly under the Bureau of Street Traffic are still under the jurisdiction of the Department of Streets and Sanitation; and

WHEREAS, There appears to have been a breakdown in the ability of the Bureau of Street Traffic to supervise the completion of the work recommended by it; now, therefore,

Be It Resolved, That the Committee on Administration, Reorganization and Personnel shall conduct a study to determine whether the Bureau of Street Traffic shall not be transferred back to Streets and Sanitation or shall the street functions previously covered by said Bureau be transferred to the Department of Public Works; and

Be It Further Resolved, That all interested parties, including the Commissioners of Public Works and Streets and Sanitation and the Deputy Commissioners directly involved appear before said Committee, along with all interested parties.

Failed to Pass -- AMENDMENT OF MUNICIPAL CODE
CHAPTER 25.1 CONCERNING PROBATIONARY
CAREER SERVICE EMPLOYEES.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration an ordinance (which was referred on January 20, 1984) by Mayor Harold Washington amending Chapter 25.1 of the Municipal Code dealing with the Department of Personnel begs leave to recommend that Your Honorable Body *Do Not Pass* the said ordinance which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

WHEREAS, By reason of the Annual Appropriation Ordinance of the City of Chicago for the year 1984, all persons currently holding positions in the Departmental Employment Service are appointed as Probationary Career Service employees in such positions effective January 1, 1984, subject to serving a six month probationary period, and,

WHEREAS, The Mayor and City Council deem it in the best interests of the City of Chicago to abolish the Departmental Employment Service and change the classification of such positions to Career Service; now, therefore,

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

SECTION 1. Section 25.1-3 of the Municipal Code of Chicago is hereby amended by repealing current Subsection 25.1-3(5) thereof and Appendix B to Chapter 25.1 which is incorporated thereby and renumbering Subsections 25.1- 3(6) through 25.1-3(13), both inclusive, as Subsections 25.1-3(5) through 25.1- 3(12), both inclusive.

SECTION 2. Section 25.1-5 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and adding the language in italics in Subsection (1) thereof, as follows:

* * *

(1) For the preparation, maintenance and revision of a position classification plan for all positions in the senior executive service [,] *and* career service [and departmental employment service], based upon similarity of duties performed and responsibility assigned, so that the same qualifications may reasonably be required for and the same schedule of pay may equitably be applied to all positions in the same class.

* * *

SECTION 3. Section 25.1-5 of the Municipal Code of Chicago is further amended by repealing current Subsection 25.1-5(14) and renumbering current Subsection 25.1-5(15) as Subsection 25.1-5(14).

SECTION 4. Section 25.1-7 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed, as follows:

25.1-7. The Commissioner of Personnel within 120 days of the enactment of this ordinance, shall prescribe uniform procedures for pursuing grievances for career service [and departmental employment service] employees, including provisional employees. Grievances as defined herein shall not include disputes over discipline, salary scales or wage rates.

SECTION 5. Chapter 25.1 of the Municipal Code of Chicago is hereby amended by repealing Section 25.1-15 and adding new Section 25.1-15, in italics, as follows:

25.1-15. Any person who was appointed to a position in the departmental employment service after January 1, 1984 and prior to the effective date of this Section shall continue in that position without further examination unless separated as provided by ordinance or rule, unless the position is reclassified, reallocated or exempted from the career service as provided by this Chapter. Any such employee shall have probationary career service status in such position, and shall serve a probationary period as provided by rule commencing upon the effective date of this Section. No such person who was appointed to the departmental employment service position while on a leave of absence from a position in which he or she had career service status shall lose any right which he or she had in such career service position by reason of probationary career service status granted hereunder, until and unless career service status is attained.

SECTION 6. If any provision, clause, sentence, paragraph, section or part of this ordinance shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.

SECTION 7. This ordinance shall be effective upon its passage and publication.

Failed to Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER
25.1 CONCERNING HIRING OF FIREFIGHTERS.

The Committee on Administration, Reorganization, Personnel and Employment, submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment have under consideration a substitute resolution (which was referred October 9, 1985) introduced by Mayor Harold Washington urging the Department of Personnel to allow all applicants who passed the written examination for firefighter be given the opportunity to take the physical exam and that an eligibility list be posted according to achievement begs

leave to recommend that Your Honorable Body *Do Not Pass* the said resolution which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The City of Chicago is currently administering examinations for the hiring of firefighters; and

WHEREAS, The Chicago Fire Department needs the best qualified personnel; and

WHEREAS, The Commissioner of Personnel is by ordinance responsible for the preparation and administration of examination procedures; and

WHEREAS, The Commissioner of Personnel has testified before the joint Committees on Police and Fire, and Personnel, as to the administration of the hiring examination; now, therefore,

Be It Resolved, That all applicants who successfully complete the written component of the examination for firefighter be allowed to take the physical performance component of said examination, and that an eligibility list will be completed in accordance with the results thereof and all applicable laws and court orders.

Failed to Pass -- DEPARTMENT OF PERSONNEL REQUIRED
TO ESTABLISH UNION REPRESENTATION VOTING
DAY OTHER THAN "SHAVOUT" FOR
ORTHODOX JEWISH EMPLOYEES.

The Committee on Administration, Reorganization, Personnel and Employment submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Administration, Reorganization, Personnel and Employment having under consideration a resolution (which was referred on June 6, 1984) by Alderman Bernard Stone calling for the Department of Personnel to make provisions on voting for union representation for personnel of the City of Chicago for members of the Orthodox Jewish faith on an alternative date other than that of the holiday Shavuot begs leave to recommend that Your Honorable Body *Do Not Pass* the said resolution which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) JOHN S. MADRZYK,
Chairman.

On motion of Alderman Madrzyk, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The Department of Personnel is in the process of conducting union representation elections for personnel of the City of Chicago on this date; and

WHEREAS, Commencing at sundown of June 5th running through sundown of June 7th, is the Jewish Holiday of Shavuot, a holiday of deep religious significance, and that commencing at sundown on June 5th through sundown of June 7th, Orthodox Jews cannot affix their signatures or write; and

WHEREAS, No provision was made in the original notice for said elections for personnel of the Jewish faith and only upon request and demand of said personnel was an alternative date of voting provided for personnel who voiced objection. Further that the

posting of notice for said elections was done in apparently a secretive manner in an attempt to keep the voting down; and

WHEREAS, Questions have been raised with respect to the places where polling was set up and the denial of access to personnel in all points of the City; now, therefore,

Be It Resolved, The City Council Committee on Administration, Reorganization and Personnel immediately conduct a hearing regarding practices surrounding these elections and the deprivation of rights to various personnel to vote regarding failure to post notices, places of voting and religion.

COMMITTEE ON THE BUDGET.

AMENDMENT TO 1987 ANNUAL APPROPRIATION ORDINANCE AUTHORIZED IN REFERENCE TO DEPARTMENT OF POLICE.

The Committee on the Budget submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on the Budget took under consideration a communication recommending an ordinance concerning an amendment to the 1987 Annual Appropriation Ordinance, passed on November 5, 1986, as amended, relating to the Department of Police. This matter was presented to the Committee on the Budget on December 5, 1986 and considered by the Committee on the Budget on December 10, 1986 and the Committee on the Budget, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Pass* the ordinance transmitted herewith.

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

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

On motion of Alderman Evans, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- Aldermen Burke, Hagopian -- 2.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understandings and relationships between the City and Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, The City of Chicago desires to formalize said intent in a written agreement; and

WHEREAS, Such agreement has been accepted by the membership of Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, The City Council in the Annual Appropriation Ordinance appropriated funds for potential pay and benefit improvements for sworn public safety personnel; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1987, as amended, is hereby further amended by striking the words and figures indicated below and inserting the words and figures indicated below, as follows:

*Corrections and Revisions of 1987
Appropriation Ordinance*

100 - Corporate Fund

Page	Code	Department and Item	No.	Strike Amount	Insert No. Amount
DEPARTMENT OF POLICE - 57-1005					
110	0005	Salaries and Wages on Payroll		444,978,303	483,429,778
	0020	Overtime		10,505,000	13,998,665
	0021	Holiday Premium Pay		3,421,000	3,634,044
	0091	Uniform Allowance		5,814,050	7,749,050
111	0000	For Personal Services		468,266,936	512,360,120
		* Budget Level Total		492,530,836	536,624,020
Bureau of Administrative Services- 2010 Administration-					

Page	Code	Department and Item	No.	Strike Amount	Insert No.	Amount
113	9782	Administrative Services - 3015 Deputy Superintendent	1	70,500	1	78,300
		Bureau of Community Services - 2015 Administration-Community Services - 3065				
118	9782	Deputy Superintendent	1	70,500	1	78,300
		Bureau of Operational Services - 2020 Administration-Operational Services - 3095				
120	9781	First Deputy Superintendent	1	79,000	1	82,500
		Bureau of Technical Services - 2025 Administration-Technical Services - 3150				
128	9782	Deputy Superintendent	1	70,500	1	78,300
		Bureau of Investigative Services - 2030 Administration- Investigative Services - 3240				
137	9782	Deputy Superintendent	1	70,500	1	78,300
224	0003	Finance General - Other Operating Expenses 99-1005 For Potential Sworn Public Safety Pay and Benefit Improvements				44,476,349
	0045	For the Cost of Claims and Admini- stration or Premiums for Term Life Insurance		1,514,335		1,897,500
225	0000	For Personal Services		180,365,184		136,272,000
227		* Budget Level Total		229,643,534		185,550,350
		* Department Total		231,263,811		187,170,627

SECTION 2. Employees holding the rank of Sergeant, Lieutenant or Captain (Schedules D3, D4 and D5) in the Department of Police shall be paid a monthly overtime allowance in accordance with the following attached schedules:

<i>Period</i>	<i>Schedule</i>
February 1, 1986, to June 30, 1986	D-AA
July 1, 1986, to January 31, 1987	D-AB
February 1, 1987, to December 31, 1987	D-AC

This overtime allowance shall in no way affect existing base pay or overtime considerations currently in effect or granted to the affected classes of employees as a result of pay and benefit improvements granted to all sworn police personnel for the period January 1, 1986, through December 31, 1987.

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

[Salary Schedules for Sworn Police Personnel -- 1987 and Schedules D-AA, D-AB and D-AL attached to this ordinance are printed on pages 37828 through 37831 of this Journal.]

SUPPLEMENTAL APPROPRIATION TO 1986 ANNUAL
APPROPRIATION ORDINANCE AUTHORIZED
IN REFERENCE TO DEPARTMENT
OF POLICE.

The Committee on the Budget submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on the Budget took under consideration an ordinance authorizing a Supplemental Appropriation to the 1986 Annual Appropriation Ordinance, passed on December 23, 1985, as amended relating to the Department of Police. This matter was presented to the Committee on the Budget on December 5, 1986 and considered by the Committee on the Budget on December 10, 1986 and the Committee on the Budget having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Pass* the ordinance transmitted herewith.

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

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

(Continued on page 37832)

SCHEDULE D

SALARY SCHEDULE FOR
SWORN POLICE PERSONNEL-1987

CLASS GRADE	ENTRANCE RATE		STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	MAXIMUM RATE STEP 11
	FIRST 0 MOS.	AFTER 0 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE	
1 ANNUAL MONTHLY	24,939 2,078.25	26,469 2,205.75	27,990 2,332.50	29,424 2,452.00	30,882 2,573.50	32,442 2,703.50	33,570 2,797.50	34,755 2,896.25	35,952 2,996.00	37,287 3,107.25	38,358 3,196.50	
2 ANNUAL MONTHLY	26,469 2,205.75	27,990 2,332.50	29,424 2,452.00	30,882 2,573.50	32,442 2,703.50	34,071 2,839.25	35,262 2,938.50	36,483 3,040.25	37,752 3,146.00	39,158 3,263.00	40,320 3,360.00	
3 ANNUAL MONTHLY	30,558 2,549.00	32,109 2,675.75	33,738 2,811.50	35,433 2,952.75	37,194 3,099.50	39,042 3,253.50	40,320 3,360.00	41,595 3,466.25	42,927 3,577.25	44,310 3,692.50	45,642 3,803.50	
4 ANNUAL MONTHLY	4,599 2,883.25	36,321 3,026.75	38,112 3,176.00	40,023 3,335.25	42,012 3,501.00	44,127 3,677.25	45,468 3,789.00	46,869 3,905.75	48,288 4,024.00	49,770 4,147.50	51,018 4,251.50	
5 ANNUAL MONTHLY	38,112 3,176.00	40,023 3,335.25	42,012 3,501.00	44,127 3,677.25	46,320 3,860.00	48,612 4,051.00	49,995 4,166.25	51,399 4,283.25	52,836 4,403.00	54,135 4,511.25	54,918 4,576.50	
6 ANNUAL MONTHLY	48,323 4,026.92	52,958 4,413.17	58,052 4,837.67	63,650 5,304.17								
7 ANNUAL MONTHLY	50,958 4,246.50	56,052 4,671.00	61,650 5,137.50	67,812 5,651.00								
8 ANNUAL MONTHLY	56,052 4,671.00	61,650 5,137.50	67,812 5,651.00	74,592 6,216.00								

UNITS: 71, 73, 75, 90, 91, 99

1986 SCHEDULE (FEB) D-AA

	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
MAJOR - D 3											
MONTHLY	\$21.64	\$30.91	\$32.82	\$33.82	\$36.36	\$38.91	\$43.18	\$48.73	\$54.27	\$63.45	\$64.82
LIEUTENANT - D 4											
MONTHLY	\$8.27	\$12.27	\$14.73	\$15.27	\$16.36	\$16.64	\$21.91	\$25.64	\$31.00	\$37.73	\$47.00
APTAIN - D 5											
MONTHLY	\$1.64	\$2.82	\$3.27	\$3.00	\$3.36	\$4.73	\$9.91	\$16.18	\$22.55	\$36.36	\$60.18

1986 SCHEDULE (JULY) D-AB

	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
SERGEANT - D 3											
MONTHLY	\$39.71	\$56.71	\$60.14	\$62.00	\$66.71	\$71.43	\$79.29	\$89.43	\$99.57	\$116.43	\$118.86
LIEUTENANT - D 4											
MONTHLY	\$15.57	\$23.14	\$27.57	\$28.71	\$30.71	\$31.29	\$41.00	\$47.86	\$57.86	\$70.43	\$87.29
CAPTAIN - D 5											
MONTHLY	\$3.57	\$5.71	\$6.57	\$6.14	\$6.86	\$9.14	\$19.14	\$30.71	\$42.29	\$68.00	\$111.71

12/10/86

REPORTS OF COMMITTEES

37831

1987 SCHEDULE (FEB)	D-AC	NEW BASE & CURRENT SALARY										
		STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
<hr/>												
SERGEANT - D 3												
MONTHLY		\$58.64	\$83.55	\$89.27	\$91.64	\$98.91	\$105.64	\$117.18	\$132.27	\$147.27	\$172.18	\$176.00
<hr/>												
LIEUTENANT - D 4												
MONTHLY		\$63.16	\$90.99	\$102.00	\$105.01	\$113.29	\$118.48	\$140.94	\$161.58	\$186.41	\$221.87	\$249.52
<hr/>												
CAPTAIN - D 5												
MONTHLY		\$64.65	\$93.73	\$104.12	\$106.26	\$114.91	\$123.75	\$156.84	\$192.01	\$230.58	\$299.70	\$383.72

(Continued from page 37827)

On motion of Alderman Evans, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 45.

Nays -- Aldermen Burke, Hagopian -- 2.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understanding and relationships between the City and Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, The City of Chicago desires to formalize said intent in a written agreement; and

WHEREAS, Such agreement has been accepted by the membership of Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, In order to implement said agreement, it is necessary that additional funds not previously appropriated be appropriated and expended for the year 1986; and

WHEREAS, Certain funds not previously appropriated have become available for appropriation; now, therefore,

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

SECTION 1. The sum of \$33,415,722 not previously appropriated has become available for appropriation from Fund 100 -- Corporate, for the year ending December 31, 1986, from the following sources:

Surplus at January 1, 1986	\$17,215,722
Revenue from use of money and property -- compensation for use of public property	16,200,000.

SECTION 2. The following amounts are hereby appropriated from the Corporate Fund for the year beginning January 1, 1986, and ending December 31, 1986, said amounts being

in addition to the appropriations made by the Annual Appropriation ordinance for the Year 1986 and all amendments thereto:

Corrections and Revisions of 1986 Appropriation Ordinance

100 - Corporate Fund

Page	Code	Department and Item	No.	Strike Amount	Insert No. Amount
		Estimates of Assets and Liabilities as of January 1, 1986 and Estimates of the Amounts and Revenues which are Appropriable for the year 1986			
7		Surplus (net current assets) at January 1, 1986		0	17,215,722
		Revenue of Year 1986 Appropriable		1,288,390,217	1,304,590,217
		Other Revenue		1,205,864,375	1,222,064,375
		Total Appropriable from Charges and Expenditures (exclusive of Liabilities at January 1, 1986)		1,288,390,217	1,321,805,939
8		Revenue from the Use of Money and Property Compensation for Use of Public Property		910,000	17,110,000
9		Total Other Revenue-Corporate Fund		1,205,864,375	1,222,064,375
		DEPARTMENT OF POLICE - 100-4110			
118	005	Salaries and Wages on Payroll		445,172,888	473,450,843
	020	Overtime		10,457,362	13,456,259
	021	Holiday Premium Pay		3,300,000	3,503,870
	098	Uniform Allowance-Uniformed Force		5,131,200	7,066,200
	000	For Personal Services		470,576,763	503,992,485
119		Organization Total		496,088,183	529,503,905
		Administration - Administrative Services - 4120			

Page	Code	Department and Item	No.	Strike Amount	Insert No.	Amount
120	9782	Deputy Superintendent	1	70,500	1	75,000
		Administration - Community Services - 4130				
125	9782	Deputy Superintendent	1	70,500	1	75,000
		Adminstration - Technical Services - 4160				
133	9782	Deputy Superintendent	1	70,500	1	75,000
		Administration - Investigative Services - 4180				
142	9782	Deputy Superintendent	1	70,500	1	75,000

SECTION 3. Employees holding the rank of Sergeant, Lieutenant or Captain (Schedules D3, D4, and D5) in the Department of Police shall be paid a monthly overtime allowance in accordance with the following attached schedules:

<i>Period</i>	<i>Schedule</i>
February 1, 1986, to June 30, 1986	D-AA
July 1, 1986, to January 31, 1987	D-AB
February 1, 1987, to December 31, 1987	D-AC

This overtime allowance shall in no way affect existing base pay or overtime considerations currently in effect or granted to the affected classes of employees as a result of pay and benefit improvements granted to all sworn police personnel for the period January 1, 1986, through December 31, 1987.

SECTION 4. This ordinance shall be in full force and effect ten days after its passage and publication.

[Salary Schedules for Sworn Police Personnel -- 1986 and Schedules D-AA, D- AB, and D-AC attached to this ordinance are printed on pages 37835 through 37838 of this Journal.]

SCHEDULE D

SALARY SCHEDULE FOR
SWORN POLICE PERSONNEL -1988

CLASS GRADE	ENTRANCE RATE		STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		STEP 9		STEP 10		MAXIMUM RATE STEP 11	
	FIRST 8 MOS.	AFTER 9 MOS.	AFTER 18 MOS.	AFTER 30 MOS.	AFTER 42 MOS.	AFTER 54 MOS.	AFTER 10 YRS OF SERVICE	AFTER 15 YRS OF SERVICE	AFTER 20 YRS OF SERVICE	AFTER 25 YRS OF SERVICE	AFTER 30 YRS OF SERVICE	AFTER 35 YRS OF SERVICE	AFTER 40 YRS OF SERVICE	AFTER 45 YRS OF SERVICE	AFTER 50 YRS OF SERVICE	AFTER 55 YRS OF SERVICE	AFTER 60 YRS OF SERVICE	AFTER 65 YRS OF SERVICE	AFTER 70 YRS OF SERVICE	AFTER 75 YRS OF SERVICE	AFTER 80 YRS OF SERVICE	AFTER 85 YRS OF SERVICE	AFTER 90 YRS OF SERVICE	
1	ANNUAL MONTHLY	23,865 1,988.75	25,329 2,110.75	26,787 2,232.25	28,155 2,346.25	29,553 2,462.75	31,044 2,587.00	32,604 2,718.00	34,244 2,867.00	35,969 3,010.50	37,784 3,162.50	39,689 3,314.50	41,684 3,469.00	43,769 3,629.50	45,944 3,794.50	48,209 4,069.50	50,564 4,244.50	53,019 4,429.50	55,574 4,614.50	58,229 4,809.50	60,984 5,004.50	63,739 5,189.50	66,589 5,379.50	69,489 5,559.50
2	ANNUAL MONTHLY	25,329 2,110.75	26,787 2,232.25	28,155 2,346.25	29,553 2,462.75	31,044 2,587.00	32,604 2,718.00	34,244 2,867.00	35,969 3,010.50	37,784 3,162.50	39,689 3,314.50	41,684 3,469.00	43,769 3,629.50	45,944 3,794.50	48,209 4,069.50	50,564 4,244.50	53,019 4,429.50	55,574 4,614.50	58,229 4,809.50	60,984 5,004.50	63,739 5,189.50	66,589 5,379.50	69,489 5,559.50	72,389 5,739.50
3	ANNUAL MONTHLY	26,787 2,232.25	28,155 2,346.25	29,553 2,462.75	31,044 2,587.00	32,604 2,718.00	34,244 2,867.00	35,969 3,010.50	37,784 3,162.50	39,689 3,314.50	41,684 3,469.00	43,769 3,629.50	45,944 3,794.50	48,209 4,069.50	50,564 4,244.50	53,019 4,429.50	55,574 4,614.50	58,229 4,809.50	60,984 5,004.50	63,739 5,189.50	66,589 5,379.50	69,489 5,559.50	72,389 5,739.50	75,289 5,919.50
4	ANNUAL MONTHLY	28,155 2,346.25	29,553 2,462.75	31,044 2,587.00	32,604 2,718.00	34,244 2,867.00	35,969 3,010.50	37,784 3,162.50	39,689 3,314.50	41,684 3,469.00	43,769 3,629.50	45,944 3,794.50	48,209 4,069.50	50,564 4,244.50	53,019 4,429.50	55,574 4,614.50	58,229 4,809.50	60,984 5,004.50	63,739 5,189.50	66,589 5,379.50	69,489 5,559.50	72,389 5,739.50	75,289 5,919.50	78,189 6,109.50
5	ANNUAL MONTHLY	29,553 2,462.75	31,044 2,587.00	32,604 2,718.00	34,244 2,867.00	35,969 3,010.50	37,784 3,162.50	39,689 3,314.50	41,684 3,469.00	43,769 3,629.50	45,944 3,794.50	48,209 4,069.50	50,564 4,244.50	53,019 4,429.50	55,574 4,614.50	58,229 4,809.50	60,984 5,004.50	63,739 5,189.50	66,589 5,379.50	69,489 5,559.50	72,389 5,739.50	75,289 5,919.50	78,189 6,109.50	81,089 6,289.50
6	ANNUAL MONTHLY	31,044 2,587.00	32,604 2,718.00	34,244 2,867.00	35,969 3,010.50	37,784 3,162.50	39,689 3,314.50	41,684 3,469.00	43,769 3,629.50	45,944 3,794.50	48,209 4,069.50	50,564 4,244.50	53,019 4,429.50	55,574 4,614.50	58,229 4,809.50	60,984 5,004.50	63,739 5,189.50	66,589 5,379.50	69,489 5,559.50	72,389 5,739.50	75,289 5,919.50	78,189 6,109.50	81,089 6,289.50	83,989 6,469.50
7	ANNUAL MONTHLY	32,604 2,718.00	34,244 2,867.00	35,969 3,010.50	37,784 3,162.50	39,689 3,314.50	41,684 3,469.00	43,769 3,629.50	45,944 3,794.50	48,209 4,069.50	50,564 4,244.50	53,019 4,429.50	55,574 4,614.50	58,229 4,809.50	60,984 5,004.50	63,739 5,189.50	66,589 5,379.50	69,489 5,559.50	72,389 5,739.50	75,289 5,919.50	78,189 6,109.50	81,089 6,289.50	83,989 6,469.50	86,889 6,649.50
8	ANNUAL MONTHLY	34,244 2,867.00	35,969 3,010.50	37,784 3,162.50	39,689 3,314.50	41,684 3,469.00	43,769 3,629.50	45,944 3,794.50	48,209 4,069.50	50,564 4,244.50	53,019 4,429.50	55,574 4,614.50	58,229 4,809.50	60,984 5,004.50	63,739 5,189.50	66,589 5,379.50	69,489 5,559.50	72,389 5,739.50	75,289 5,919.50	78,189 6,109.50	81,089 6,289.50	83,989 6,469.50	86,889 6,649.50	89,789 6,829.50

UNITS- 71, 73, 75, 90, 91, 99

1986 SCHEDULE (FEB) D-AA

	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----
MAJORANT - D 3											
MONTHLY	\$21.64	\$30.91	\$32.82	\$33.82	\$36.36	\$38.91	\$43.18	\$48.73	\$54.27	\$63.45	\$64.82
MAJORANT - D 4											
MONTHLY	\$8.27	\$12.27	\$14.73	\$15.27	\$16.36	\$16.64	\$21.91	\$25.64	\$31.00	\$37.73	\$47.00
MAJORANT - D 5											
MONTHLY	\$1.64	\$2.82	\$3.27	\$3.00	\$3.36	\$4.73	\$9.91	\$16.18	\$22.55	\$36.36	\$60.18

12/10/86

REPORTS OF COMMITTEES

37837

1986 SCHEDULE (JULY) D-AB

	STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
SERGEANT - D 3											
MONTHLY	\$39.71	\$56.71	\$60.14	\$62.00	\$66.71	\$71.43	\$79.29	\$89.43	\$99.57	\$116.43	\$118.86
LIEUTENANT - D 4											
MONTHLY	\$15.57	\$23.14	\$27.57	\$28.71	\$30.71	\$31.29	\$41.00	\$47.86	\$57.86	\$70.43	\$87.29
CAPTAIN - D 5											
MONTHLY	\$3.57	\$5.71	\$6.57	\$6.14	\$6.86	\$9.14	\$19.14	\$30.71	\$42.29	\$68.00	\$111.71

1987 SCHEDULE (FEB)		NEW BASE & CURRENT SALARY										
		D-AC										
		STEP1	STEP2	STEP3	STEP4	STEP5	STEP6	STEP7	STEP8	STEP9	STEP10	STEP11
SERGEANT - D 3												
MONTHLY		\$58.64	\$83.55	\$89.27	\$91.64	\$98.91	\$105.64	\$117.18	\$132.27	\$147.27	\$172.18	\$176.00
LIEUTENANT - D 4												
MONTHLY		\$63.16	\$90.99	\$102.00	\$105.01	\$113.29	\$118.48	\$140.94	\$161.58	\$186.41	\$221.87	\$249.52
CAPTAIN - D 5												
MONTHLY		\$64.65	\$93.73	\$104.12	\$106.26	\$114.91	\$123.75	\$156.84	\$192.01	\$230.58	\$299.70	\$383.72

TRANSFER OF FUNDS AUTHORIZED IN COMMITTEE ON
HOUSING.

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

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

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

FROM:

Account	Number	Amount
Personnel	100-1246-000	\$1,500.00

TO:

Account	Number	Amount
Commodity	100-1246-300	\$1,000.00
Travel	100-1246-200	\$500.00

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for the payment of general office supplies and travel.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- Aldermen Burke, Hagopian -- 2.

TRANSFER OF FUNDS AUTHORIZED IN COMMITTEE ON
HOUSING.

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

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

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

FROM:

Account	Number	Amount
Contingencies	100-1246-700	\$800.00

TO:

Account	Number	Amount
Travel	100-1246-200	\$800.00

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for the payment of travel expenses.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- Aldermen Burke, Hagopian -- 2.

TRANSFER OF FUNDS AUTHORIZED IN COMMITTEE ON
SPECIAL EVENTS AND CULTURAL AFFAIRS.

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

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

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

FROM:

Account	Number	Amount
Contractual Services	100-1270-100	\$3,000.00

TO:

Account	Number	Amount
Contingencies	100-1270-700	\$3,000.00

FROM:

Account	Number	Amount
Contractual Services	100-1270-100	\$6,000.00

TO:

Account	Number	Amount
Commodities	100-1270-300	\$3,000.00
Contingencies	100-1270-700	\$3,000.00

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for the payment of general office equipment and supplies.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- Aldermen Burke, Hagopian -- 2.

TRANSFER OF FUNDS AUTHORIZED IN DEPARTMENT
OF WATER.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year of 1986. This transfer will leave sufficient unencumbered appropriations to repair parts and to purchase equipment in the Department of Water.

FROM:

Account	Number	Amount
Energy	200-8351-181	\$750,000.00

TO:

Account	Number	Amount
Repair Parts	200-8284-360	\$750,000.00

FROM:

Account	Number	Amount
Repair of Facilities	200-8284-161	\$75,000.00

TO:

Account	Number	Amount
Machinery and Equipment	200-8284-440	\$75,000.00

SECTION 2. That the sole purpose of this transfer of funds is to repair parts and to purchase equipment in the Department of Water.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- Aldermen Burke, Hagopian -- 2.

COMMONWEALTH EDISON URGED NOT TO CLOSE
ITS POLK STREET OFFICE.

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

WHEREAS, The proposed closing of Commonwealth Edison's 5059 West Polk Street office in the 28th Ward would cause extreme inconvenience to the thousands of west siders who use the facility each year; and

WHEREAS, The economic impact of closing this office will cause job loss to neighborhood residents and another vacant industrial site in our area's attempt to revitalize itself; and

WHEREAS, The only other full service customer assistance offices in Chicago available for west siders are located at 3500 North California, 7600 South Lawndale and downtown; and

WHEREAS, West siders are forced to pay the same high service charges each month as all other Commonwealth Edison residential customers; now, therefore,

Be It Resolved, That the City Council urge Commonwealth Edison's management to drop plans to close the 5059 West Polk Street office; and

Be It Further Resolved, That the City Council direct the City Corporation Counsel to intervene in the case opposing the close-down currently before the Illinois Commerce Commission (Docket No. 86-0046) brought by the South Austin Coalition Community Council, the Northwest Austin Council, the Northeast Austin Organization, Concerned Citizens of West Garfield, and the Mid-Austin Steering Committee; and

Be It Further Resolved, That Commonwealth Edison is urged not to close the Polk Street office and the Illinois Commerce Commission is requested to order Commonwealth Edison not to close the office.

On motion of Alderman Evans, the foregoing proposed resolution was *Adopted* by a viva voce vote.

COMMITTEE ON BUILDINGS.

REAPPOINTMENT OF MR. HUBERT MEESE AS MEMBER OF BUILDING BOARD OF APPEALS APPROVED.

The Committee on Buildings submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a communication from the Honorable Mayor Harold Washington, to reappoint Mr. Hubert Meese as a member of the Building Board of Appeals for the term ending April 21, 1988, (which was referred on November 5, 1986) begs leave to recommend do *Pass* on said recommendation which is transmitted herewith.

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

Respectfully,
(Signed) FRED B. ROTI,
Chairman.

On motion of Alderman Roti, the said proposed reappointment of Mr. Hubert Meese as a member of the Building Board of Appeals was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

COMMITTEE ON CLAIMS AND LIABILITIES.

AUTHORITY GRANTED FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ETC.

The Committee on Claims and Liabilities submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing payments of miscellaneous claims.

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

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

Nays -- None.

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

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
P.H. Georgelos 11007 Lancaster Westchester, Illinois 60153	9/10/85 180 East Chicago Avenue	\$759.66
Georgia L. Coleman 8455 South Vincennes Avenue, B-4 Chicago, Illinois 60620	11/6/85 548 West 85th Street	483.00
Alberta Patmon 8455 South Vincennes Avenue Chicago, Illinois 60620	11/6/85 548 West 85th Street	750.39
Deborah A. Kozeny 3073 Ashton Court Westchester, Illinois 60153	4/23/86 Pearson and Michigan Avenue	110.00
Ruben D. Pactol 2149 West Bradley Place Chicago, Illinois 60618	4/9/86 Division and Rush Street	258.32

Name and Address	Date and Location	Amount
Prudential Property and Casualty P.O. Box 441 Hinsdale, Illinois 60521	4/29/86 Talcott and Nottingham	\$622.80
Joseph R. Thompson 115 Cloverleaf Road Matteson, Illinois 60443	3/16/86 State and Rush Streets	117.00
Robert Dazey 1764 East Oakton Des Plaines, Illinois 60018	5/12/86 34 East Elm Street	261.57
Gary E. Levin 1748 North Rose Palatine, Illinois 60074	6/24/86 180 East Delaware Place	310.00
Frances L. Gonnella 3701 East 173rd Court Lansing, Illinois 60438	5/1/86 I-94 at 193rd Street	207.64
Donna T. Gullo 3218 West 64th Street Chicago, Illinois 60629	5/26/86 6441 South Spaulding Avenue	675.00
Fard Muhammad 833 North Hamlin Avenue Chicago, Illinois 60651	6/3/86 Fairbanks and Ontario Street	263.35
Julius Klein 5152 North Albany Avenue Chicago, Illinois 60625	11/27/85 3321 West Devon Avenue	1,011.19
Allstate/Archie Williams P.O. Box 1089 Morton Grove, Illinois 60053	7/8/86 7531 South Stony Island Avenue	1,021.69
J. Scott Crawford 550 West Jackson Street Chicago, Illinois 60606	11/7/84 3232 West Madison Street	160.38
James J. Smith 7320 South Yates Boulevard Chicago, Illinois 60649	8/28/84 7320 South Yates Boulevard	800.00
Vern Rudnick 9758 South 90th Avenue Palos Hills, Illinois 60465	11/14/86 Van Buren and LaSalle Streets	88.56

12/10/86

REPORTS OF COMMITTEES

37847

Name and Address	Date and Location	Amount
Western States Ins. Co./ Lawrence Knight Cl. 44-036083-00 414 West Stephenson Street Freeport, Illinois 61032	11/25/85 1248 South Ashland Avenue	\$1,180.79
William Feeney 2704 Broadway Evanston, Illinois 60201	2/7/86 23 East Bellevue Place	185.66
Kenneth E. McKinney 4826 West 23rd Street Cicero, Illinois 60650	3/24/86 I-290	455.00
Tony R. Ahlstrom 811 Larchmont Lane Lake Forest, Illinois 60045	11/18/85 Division and Lake Shore Drive	699.66
Leonid Calenoff 1515 Astor Street Chicago, Illinois 60610	8/30/86 218 East Ontario Street	37.80
Evelyn B. Mayer 4838 Altgeld Avenue Chicago, Illinois 60639	2/4/86 4651 North Marine Drive	166.20
Khawaja Nizamuddin 4980 North Marine Drive Chicago, Illinois 60640	5/15/86 Pearson and Michigan Avenue	262.05
Roland H. Waller 923 Delores Drive Bensenville, Illinois 60106	12/6/85 City Pound C	1,472.00
Steven D. Edidin 3950 North Lake Shore Drive Chicago, Illinois 60613	2/14/86 8 East Division Street	209.15
Celestin J. Babulic 4850 South Linder Avenue Chicago, Illinois 60638	5/5/86 52nd and Kildare Avenue	853.10
State Farm/John Zielinski Cl. 13 2264 662 7900 North Milwaukee Avenue Chicago, Illinois 60648	2/4/86 1942 North Leavitt Street	940.83

Name and Address	Date and Location	Amount
Aetna Life and Cas./ Chester Matonik Cl. K 208 ACP 4805657 1020 31st Street P.O. Box 1512 Downers Grove, Illinois 60515	9/6/85 Thorndale and Magnolia Avenue	\$51.97
Donna T. Gullo 3218 West 64th Place Chicago, Illinois 60629	5/26/86 6441 South Spaulding Avenue	675.00
Mary J. Manier 2848 North Greenview Avenue Chicago, Illinois 60657	4/5/85 2848 North Greenview Avenue	535.95

Damage to Property.

*Department of Streets and Sanitation:
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Marcia Anderson 3732 South Wolcott Avenue Chicago, Illinois 60609	4/2/86 3732 South Wolcott Avenue	\$125.00

Damage to Property.

*Department of Streets and Sanitation (Bureau of Forestry):
Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Robert Civinelli 6234 South Natoma Avenue Chicago, Illinois 60638	5/4/86 6230 South Natoma Avenue	\$500.00

Damage to Vehicles.

Department of Police: Account No. 100.9112.934.

Name and Address	Date and Location	Amount
Roderick Sangster 6935 South Merrill Avenue Chicago, Illinois 60649	4/3/85 308 West 112th Place	\$900.00

12/10/86

REPORTS OF COMMITTEES

37849

Name and Address	Date and Location	Amount
James M. Johnson 4825 Forrestville Avenue Chicago, Illinois 60615	11/8/85 City Pound 7	\$700.00
Dale L. Murray 2043 West Farwell Street, 1W Chicago, Illinois 60645	2/6/86 5855 North Clark Street	427.61
Leon Kelley 4600 North Clarendon Avenue Chicago, Illinois 60640	4/20/85 4600 North Clarendon Avenue	446.06
Joan M. Corey 14225 Michigan Avenue Riverdale, Illinois 60627	6/14/86 I-94	489.77
Cindy L. Rueck 6855 West 113th Street Worth, Illinois 60482	6/27/85 City Pound 7	950.00
Robert Ruksakiati 5227 West 169th Street Oak Park, Illinois 60452	8/30/86 725 North St. Clair Street	248.12
Nationwide Ins./ Diane and Rudolph Mueller Cl. 660209 P.O. Box 1808 Columbus, Ohio 43216	4/1/84 2677 North Burling Street	175.57
John Ortiz 2427 West Division Street Chicago, Illinois 60622	2/7/85 Diversey and Sacramento	1,500.00

*Damage to Property.**Department of Police: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Ron Borchardt 5853 West Eastwood Avenue Chicago, Illinois 60630	6/6/85 2023 West Thomas Street	\$385.00
Leon Golden 6827 South Perry Avenue Chicago, Illinois 60621	1/18/83 District Police Station	431.22

*Damage to Vehicles.**Department of Sewers: Account No. 314.9112.934.*

Name and Address	Date and Location	Amount
John Heil 1230 West 32nd Place Chicago, Illinois 60608	5/25/86 Fuller and Eleanor Street	\$87.00
Lushion Claiborne 3232 West Jackson Boulevard Chicago, Illinois 60624	7/22/86 Central Park and Huron Street	365.19

*Damage to Vehicles.**Department of Fire: Account No. 100.9112.934.*

Name and Address	Date and Location	Amount
Amica Mutual/Patricia Wonderlick Cl. L16MO1124 P.O. Box 1760 Oak Brook, Illinois 60522-1760	1/7/86 Ravenswood and Peterson	\$845.01
Douglas L. Shaeffer 6064 North Paulina Street Chicago, Illinois 60660	10/18/84 6101 North Paulina Street	211.08

*Damage to Property.**Department of Water: Account No. 200.9112.934.*

Name and Address	Date and Location	Amount
William Ficaro 6640 South California Avenue Chicago, Illinois 60629	4/12/85 5848 South Normal Boulevard	\$400.00
The Peoples Gas Light and Coke Co. Cl. 86-0-78 122 South Michigan Avenue Chicago, Illinois 60603	4/14/86 1362 South Fairfield Avenue	272.53
The Peoples Gas Light & Coke Co. Cl. 86-0-80 122 South Michigan Avenue Chicago, Illinois 60603	4/25/86 3616 West Polk Street	987.81

12/10/86

REPORTS OF COMMITTEES

37851

; and

Be It Further Ordered. That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant; on account of underground leaks and to charge same to Account No. 200.8220.935:

Name and Address	Location	Amount
J. Tolitano 111 North Dearborn Street Chicago, Illinois 60602	10/5/84 -- 8/1/84 111 North Dearborn Street	\$400.00
Alvin Rosenbloom 180 North LaSalle Street Chicago, Illinois 60601	8/1/84 -- 6/6/85 4051 -- 4053 North Sheridan Road	750.00
Robert L. Moore 5409 South Shields Avenue Chicago, Illinois 60609	1/23/85 -- 3/28/85 5409 South Shields Avenue	28.66
Dorothea Riding 9754 South Indiana Avenue Chicago, Illinois 60628	7/10/84 -- 11/5/84 9754 South Indiana Avenue	44.19
Anthony Steger 3820 West 56th Place Chicago, Illinois 60629	8/9/85 -- 10/10/85 3820 West 56th Place	21.38
Anton Francis 4040 West 59th Street Chicago, Illinois 60629	7/16/85 -- 9/6/85 4040 West 59th Street	20.90
Robert Williams 1927 South St. Louis Avenue Chicago, Illinois 60623	8/21/85 -- 10/25/85 1927 South St. Louis Avenue	193.97
Erma Morgan 1942 North Sedgwick Street Chicago, Illinois 60614	6/13/85 -- 9/6/85 1942 North Sedgwick Street	43.00
Mary Shelton 8156 South May Street Chicago, Illinois 60620	6/27/85 -- 11/22/85 8156 South May Street	64.57
Annie L. Hicks 8522 South Bennett Avenue Chicago, Illinois 60617	11/27/85 -- 2/7/86 8522 South Bennett Avenue	393.29

Name and Address	Location	Amount
Baltazar Luna 2726 West Frances Place Chicago, Illinois 60649	3/20/85 -- 4/11/85 2726 West Frances Place	\$193.29
Ronald Davis 7759 South South Shore Drive Chicago, Illinois 60649	10/9/85 -- 12/6/85 7761 South South Shore Drive	505.78
Edward J. Brueckman 2126 West 22nd Place Chicago, Illinois 60608	8/14/85 -- 10/11/85 2126 West 22nd Place	207.84
Charles E. Lee 5337 North Latrobe Avenue Chicago, Illinois 60630	9/18/85 -- 3/12/86 3145 North Kenmore Avenue	216.79
Susie A. Bates 7830 South Muskegon Avenue Chicago, Illinois 60649	10/10/85 -- 12/9/85 7830 South Muskegon Avenue	91.17
Lucy Glenn 5927 South Union Avenue Chicago, Illinois 60621	6/17/85 -- 8/14/85 5927 South Union Avenue	111.19
Joe Butera 511 West 28th Street Chicago, Illinois 60616	1/28/86 -- 4/2/86 511 West 28th Street	124.37
Paul Riff 7233 West Monroe Street Niles, Illinois 60648	1/28/86 -- 4/2/86 1503 West Nelson Street	250.37
Adolphe Vaughn 10212 South Malta Street Chicago, Illinois 60643	11/20/85 -- 1/22/86 6160 -- 6168 South Michigan Avenue	746.22
Daryl Echols 7927 South Marquette Avenue, 3-A Chicago, Illinois 60617	1/24/85 -- 3/25/85 1408 -- 1410 West 94th Street	298.33

Various License Refunds.

Department of Finance: Account No. 100.9112.934.

12/10/86

REPORTS OF COMMITTEES

37853

Name and Address	License Number	Amount
Navnitbhai C. Shah 1725 West North Shore Avenue Chicago, Illinois 60626	000091	\$80.00
Bozen Studnicki 2724 North Melvina Avenue Chicago, Illinois 60639	007047	80.00
Arleen A. Creech 4938 West Patterson Avenue Chicago, Illinois 60641	15864	5.00
Komperda, Inc. 11721 South Laporte Avenue Worth, Illinois 60482	6998	80.00
Prahlad Patel/Norgetown Laundry and Cleaner 8329 South Kolmar Avenue Chicago, Illinois 60652	012933	80.00
The Southland Corp./Frank Messina 1995 Hicks Road Rolling Meadows, Illinois 60008	007069	80.00

*Various Permit Refunds.**Department of Inspectional Services: Account No. 100.9112.934.*

Name and Address	Permit Number	Amount
M.B. Nixon Electric 5657 Howard Street Niles, Illinois 60648	579903-8	\$727.70
Cablecom 3825 North Elston Avenue Chicago, Illinois 60618	654375-2, 661994	1,100.00
Broadway Electric, Inc. 6233 North Lakewood Avenue Chicago, Illinois 60660	686528-6	90.00
James P. Driscoll, Inc. 1818 West 103rd Street Chicago, Illinois 60643	680945-9, 680944-2	300.00

Name and Address	Permit Number	Amount
Grand-Khan Electric Co. 1339 South Michigan Avenue Chicago, Illinois 60605	679530-9	\$290.00
Bern Electric, Inc. 5937 West Grand Avenue Chicago, Illinois 60639	618721-0	182.15
T.P. Construction Box 4101 R.F.D. Long Grove, Illinois 60047	691559	644.00
Abbot Electrical Construction 5500 West Touhy Avenue Skokie, Illinois 60077	628464-1	41.25
Electrical Enterprise, Inc. 3744 West Palmer Street Chicago, Illinois 60647	607349-6	263.50
Grand-Khan Electric Co. 1339 South Michigan Avenue Chicago, Illinois 60605	62576-1	70.75
Grand-Khan Electric Co. 1339 South Michigan Avenue Chicago, Illinois 60605	625764	70.75
Turk Electric Sign Co. 3434 North Cicero Avenue Chicago, Illinois 60641	313161-4, 637096-3 313160-8	283.00
Continental Electric 5900 West Howard Street Skokie, Illinois 60076	664280	963.00
Roberts-Stage Electric Co. 515 South Western Avenue Chicago, Illinois 60612	662141	629.00
Brown Electric Service 6201 West 63rd Street Chicago, Illinois 60638	671281-5	138.00

*Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS,
VEHICULAR PROPERTY DAMAGE, PERSONAL
INJURY, ETC.*

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities to which was referred on December 10, 1986 and subsequent sundry claims as follows:

August 7, 1985	Denise Cratic
September 11, 1986	Wallace Ford
September 24, 1986	Geraldine Howard
September 11, 1986	Rebecca Rucker
October 9, 1985	Sidney Durell
October 9, 1986	Caritina Rosales
November 6, 1986	Leon Felton
November 6, 1985	Neal Grant
November 6, 1986	Joe Jenkins
November 6, 1986	John Whitehead
November 6, 1986	Garland Williams
November 6, 1986	Walter Wiater
November 6, 1986	Rafael Hernandez
November 13, 1986	Jonquil Hotel
November 13, 1986	Levelle Myatt
November 20, 1985	Bill Bonner
November 20, 1985	L. J. Korzenecki
August 15, 1986	Joseph Leavitt
November 26, 1985	Bennie Hill
November 21, 1985	Ollie Herron
August 9, 1986	Louise Gilbert
January 16, 1986	S & G Buildings
January 16, 1986	Mary Norwood
January 16, 1986	Oliver Honesty
April 9, 1986	Aspen Realty
December 13, 1984	Ronnie Jones
April 9, 1986	E. James and Co.
April 9, 1986	Latin American Delo
April 16, 1986	James J. Dunne
April 16, 1986	Real Estate Inv. Co.

April 23, 1986	Joanne Collins
April 23, 1986	Elque Johnson
November 10, 1985	Catherine C. Koziroski
May 14, 1986	Evaristo Andrade
June 17, 1986	Lauro D. Colon
July 9, 1986	Walter Russel
March 19, 1986	Albert Yanuzzi
May 16, 1986	Addie R. Belin
July 3, 1986	Marlene Grista
September 19, 1986	Joseph W. Cedzidlo
June 18, 1986	State Farm/George Richter
August 1, 1986	Eugene Doheryt
July 1, 1986	Catherine Gray
May 19, 1986	Walter Korber
October 30, 1986	Gladys J. Lauderdale
June 24, 1986	Lewis C. Cole
December 7, 1984	A to Z Electric Co.
January 23, 1985	A to Z Electric Co.
January 23, 1985	A to Z Electric Co.
February 4, 1985	A to Z Electric Co.
February 4, 1985	A to Z Electric Co.
February 13, 1985	A to Z Electric Co.
February 4, 1985	A to Z Electric Co.

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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

Respectfully submitted,
(Signed) WALLACE DAVIS, JR.,
Chairman.

On motion of Alderman W. Davis, the committee's recommendation was *Concurred In* by yeas and nays as follows:

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

Nays -- None.

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

Alderman Vrdolyak was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Claims and Liabilities, to which was referred December 10, 1986, and subsequent sundry claims for condominium refuse rebates, having had the same under advisement begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,
(Signed) WALLACE DAVIS, JR.,
Chairman.

On motion of Alderman W. Davis, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full, as follows, and charged to Account No. 100.9112.939.

[List of claimants printed on pages 37859 through 37863
of this Journal.]

**COMMITTEE ON ENERGY, ENVIRONMENTAL
PROTECTION AND PUBLIC UTILITIES.**

Action Deferred -- CREATION OF TWENTY-FOUR HOUR
ENVIRONMENTAL PROTECTION HOTLINE.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report, which was, on motion of Alderman Burke and Alderman Krystyniak, *Deferred* and ordered published:

December 10, 1986.

Mr. President, Members of the City Council:

Reporting for your Committee on Energy, Environmental Protection, and Public Utilities having under consideration at meetings called on October 16, November 5, November 20, and December 9:

An ordinance creating an abandoned facilities inspection unit within the Division of Energy and Environmental Protection to inspect abandoned industrial buildings for the presence of toxic chemicals;

An ordinance establishing the position of Environmental Coordinator within that same division to ensure adequate communication among agencies and to the public in the event of an accidental toxic release (This ordinance is now combined with the former);

A resolution to create follow-up capability and widespread publicity for the existing 24 hour environmental hotline so that citizens tips on potential toxics problems can be investigated; and

An ordinance to raise certain permit fees and institute a new fee on liquid waste in order to create a fund to be utilized for environmental management, monitoring, planning, enforcement, inspection, education and technical assistance purposes.

All of which were passed in committee, begs leave to recommend passage in the omnibus.

(Continued on page 37864)

12/10/86

REPORTS OF COMMITTEES

37859

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE RATE COUNCIL ORDERS--PASSED

MEETING DATE 12/10/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF RATE	***** SPONSOR *****	*****
AMBASSADOR HOUSE CONDOMINIUMS	112	SEMI-ANNUAL	1,120.00	MARTIN J. OBERMAN	43
ACTOR INCORPORATED	11	ANNUAL	825.00	MARTIN J. OBERMAN	43
AUSTIN MANOR CONDO ASSOC.	16	SEMI-ANNUAL	562.00	GERALD M. MCLAUGHLIN	45
BARCLAY CONDOMINIUM	83	SEMI-ANNUAL	1,200.00	TIMOTHY C. EVANS	04
BELLE PLAINE CONDO. ASSOC.	24	SEMI-ANNUAL	632.10	GERALD M. MCLAUGHLIN	04
BELMONT TERRACE CONDO ASSN.	18	SEMI-ANNUAL	449.00	WILLIAM J.F. RANKS	36
BETHEL HOUSING COOPERATIVE	16	SEMI-ANNUAL	507.00	WALLACE JAVIS JR.	27
BIRCH TREE MANOR #5 CONDO	18	SEMI-ANNUAL	390.00	ROMAN FUCINSKI	41
BIRCH TREE MANOR #6 CONDOMIN-	18	ANNUAL	710.50	ROMAN FUCINSKI	41
BRETTON COURT DUPLEX OWNERS	32	SEMI-ANNUAL	979.00	JOSEPH S. NOTLARZ JR	35
BRIDGEVIEW GARDENS CONDOMINIUM	12	SEMI-ANNUAL	360.00	ROMAN FUCINSKI	41
BURLING PLACE CONDOMINIUM	6	ANNUAL	450.00	MARTIN J. OBERMAN	43
BYRON COURTS CONDOMINIUMS	18	SEMI-ANNUAL	675.00	GERALD M. MCLAUGHLIN	45
CARLON COURT CONDO. ASSN.	23	SEMI-ANNUAL	463.00	MICHAEL F. SHEAHAN	19
CAROUSEL COURT CONDO ASSOC	30	SEMI-ANNUAL	630.00	GERALD M. MCLAUGHLIN	45
CASSIEL CONDOMINIUM ASSOC	30	SEMI-ANNUAL	1,125.00	GERALD M. MCLAUGHLIN	45
CHATHAM PARK VILLAGE CONDO	552	SEMI-ANNUAL	8,015.00	ROMAN FUCINSKI	41
CHESTERFIELD ON TOURS CONDO	60	SEMI-ANNUAL	1,950.00	EUGENE SAWYER	06
CLYBURN LOFTS CONDOMINIUMS	55	ANNUAL	1,641.20	BERNARD L. STONE	50
COLORIAL TERRACE CONDOMINIUM	17	SEMI-ANNUAL	325.00	MARTIN J. OBERMAN	43
COURTMAN CONDOMINIUM ASSOC.	10	SEMI-ANNUAL	264.40	WILLIAM J.F. RANKS	36
CURCHESTER COURT CONDOMINIUM	25	ANNUAL	984.00	JOHN S. MAJEZYK	13
DARCEL AVE & SQUARE CONDOMIN-	12	ANNUAL	400.00	TIMOTHY C. EVANS	04
EDGEWOOD MANOR #1	11	SEMI-ANNUAL	291.00	ROMAN FUCINSKI	41
EDISON PLACE CONDO ASSOCIATION	27	SEMI-ANNUAL	532.00	ROMAN FUCINSKI	41
EDISON VILLA CONDO ASSOC.	9	SEMI-ANNUAL	337.50	ROMAN FUCINSKI	41
EMERSON PARK CONDOMINIUM, INC	24	SEMI-ANNUAL	1,000.00	BERNARD L. STONE	50
FIFTEEN-THIRTY NORTH STATE	12	SEMI-ANNUAL	414.50	MARTIN J. OBERMAN	43
FOUNTAINVIEW CONDOMINIUM	29	SEMI-ANNUAL	621.00	GERALD M. MCLAUGHLIN	45
FRIEDLEY VILLAGE NUMBER TWO	18	SEMI-ANNUAL	360.00	ROMAN FUCINSKI	41
FULLERTON COLONIAL CONDO.	14	SEMI-ANNUAL	525.00	MARTIN J. OBERMAN	43
GALLERY CONDOMINIUM ASSN.	16	SEMI-ANNUAL	413.40	MICHAEL F. SHEAHAN	19
GILL PARK COOPERATIVE	200	SEMI-ANNUAL	5,868.94	JEROME M. ORBACH	46
GRANVILLE COURTS CONDO. ASSOC.	256	SEMI-ANNUAL	2,445.50	BERNARD L. STONE	50
GRANVILLE COURTS CONDO ASSOC.	17	SEMI-ANNUAL	402.00	BERNARD L. STONE	50
GURRISON POINT CONDO ASSOC	32	SEMI-ANNUAL	480.00	GERALD M. MCLAUGHLIN	45
HAMPDEN TOWER CONDO ASSOC.	137	SEMI-ANNUAL	2,176.00	MARTIN J. OBERMAN	43
HANCOCK HOUSE CONDO. ASSN.	278	SEMI-ANNUAL	5,760.00	BERNARD J. HANSEN	44
HEMINGWAY HOUSE CONDO. ASSN	280	SEMI-ANNUAL	3,814.80	MARTIN J. OBERMAN	43
HUGHES MANOR CONDO ASSOC.	6	ANNUAL	366.00	GERALD M. MCLAUGHLIN	45
IMPERIAL TOWERS CONDO ASSOC.	864	SEMI-ANNUAL	9,000.00	JEROME M. ORBACH	46
INDEPENDENCE CONDO #3	54	SEMI-ANNUAL	1,684.50	ROMAN FUCINSKI	41
INDEPENDENCE CONDO ASSOC. #4	54	SEMI-ANNUAL	1,603.50	ROMAN FUCINSKI	41
INDEPENDENCE CONDO ASSOC. #5	54	SEMI-ANNUAL	1,530.00	ROMAN FUCINSKI	41
IUY COURTE CONDOMINIUM ASSOC.	37	SEMI-ANNUAL	810.00	BERNARD L. STONE	50

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS---PASSED

MEETING DATE 12/10/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONGOR *****	*****
JANIS COURTS ASSOCIATION	18	SEMI-ANNUAL	572.00	GERALD M. MCLAUGHLIN	43
KELNELLEY SQUARE CONDO ASSOC.	268	SEMI-ANNUAL	4,961.25	MARTIN J. OBERMAN	43
KENSINGTON CONDOMINIUM ASSOC.	36	ANNUAL	1,528.00	MARTIN J. OBERMAN	43
KENTON BUILDING CORPORATION	6	SEMI-ANNUAL	192.00	JOHN S. MAIRZYK	13
KEYSTONE GARDENS CONDO #2	24	SEMI-ANNUAL	555.00	GERALD M. MCLAUGHLIN	45
KEYSTONE TOWERS CONDOMINIUM	30	SEMI-ANNUAL	726.00	JOSEPH S. KOTLARZ JR	35
KINGS COURT CONDO ASSOCIATION	42	SEMI-ANNUAL	750.00	JOHN S. MAIRZYK	13
KINGS COURT CONDO. PHASE II	36	SEMI-ANNUAL	840.00	JOHN S. MAIRZYK	13
LAKEVIEW CASA CONDOMINIUM	12	SEMI-ANNUAL	348.00	MICHAEL F. SHEAHAN	19
LAKE TERRACE TOWNHOME OWNERS'	42	SEMI-ANNUAL	1,575.00	DAVID D. OKR	49
LAWRENCE CONDOMINIUM ASSOC.	7	SEMI-ANNUAL	240.00	GERALD M. MCLAUGHLIN	45
LECONR CONDOMINIUM	348	SEMI-ANNUAL	626.00	GERALD M. MCLAUGHLIN	45
LINCOLN PARK TOWER CONDO	6	SEMI-ANNUAL	4,837.35	MARTIN J. OBERMAN	43
MARGATE GREEN CONDO. ASSN.	9	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	48
MARYVILLE CONDO. OWNERS ASSOC.	21	SEMI-ANNUAL	262.00	THOMAS W. CULLERTON	38
MERIDIAN MARCO CONDO ASSOCIATION	6	ANNUAL	787.50	FRED B. ROTI	01
MEVA VISTA CONDOMINIUM	17	SEMI-ANNUAL	450.00	DAVID D. OKR	49
MILVERAY PLAZA CONDO. ASSOC.	624	SEMI-ANNUAL	367.00	WILLIAM JF BANKS	36
NORTHWEST FOINT CONDOMINIUMS	30	SEMI-ANNUAL	206.00	WILLIAM JF BANKS	36
NORTHWEST TERRACE CONDO ASSOC.	34	SEMI-ANNUAL	8,260.50	BURTON F. NATARUS	42
NORWOOD COURT INC	36	SEMI-ANNUAL	966.00	ROMAN FUCINSKI	41
OAKFIELD NORTH CONDO ASSOC.	32	SEMI-ANNUAL	780.00	ROMAN FUCINSKI	41
OAKFIELD WEST CONDO ASSN.	224	SEMI-ANNUAL	1,182.00	ROMAN FUCINSKI	41
OCHEN FN. PLACE OWNERS ASSOC.	16	SEMI-ANNUAL	708.00	WILLIAM JF BANKS	36
PALMER COURTS ASSOCIATION	12	SEMI-ANNUAL	3,615.00	WILLIAM JF BANKS	36
PARK ASTOR CONDOMINIUM	52	SEMI-ANNUAL	600.00	MARTIN J. OBERMAN	43
PARK CASTLE CONDOMINIUM ASSN.	70	SEMI-ANNUAL	340.00	WILLIAM JF BANKS	36
PARK EDGEWATER CONDOMINIUM	103	SEMI-ANNUAL	1,530.00	MARTIN J. OBERMAN	43
PARK GABLES APT HOMES INC.	72	SEMI-ANNUAL	1,620.00	BERNARD L. STONE	50
PARK HARBOUR CONDO. ASSN.	101	SEMI-ANNUAL	1,518.00	MARTIN K. VOLINI	48
PARK PLACE CONDOMINIUM II	18	ANNUAL	1,500.00	BERNARD L. STONE	46
PARKVIEW EAST CONDO ASSOC.	30	SEMI-ANNUAL	1,210.00	JEROME M. ORBACH	18
PATTINUTON CONDO ASSOCIATION	89	SEMI-ANNUAL	576.00	ROBERT T. NELLAM	41
PAXTON ARMS CONDO. ASSOC.	19	SEMI-ANNUAL	919.50	ROMAN FUCINSKI	46
PRATT SHORE CONDO ASSOCIATION	28	SEMI-ANNUAL	2,925.45	JEROME M. ORBACH	05
PRINCELEIGH HOUSE CONDO. ASSN.	90	SEMI-ANNUAL	462.00	LAWRENCE S BLOOM	49
PRINCELEIGH APARTMENTS TRUSE	121	SEMI-ANNUAL	947.25	DAVID D. OKR	48
RITCHIE TOWER CONDOMINIUM	100	SEMI-ANNUAL	486.00	MARTIN K. VOLINI	05
ROCHESTER CONDOMINIUM ASSN.	14	SEMI-ANNUAL	2,116.50	LAWRENCE S BLOOM	43
SHEFFIELD LOFTS CONDO ASSOC.	14	SEMI-ANNUAL	442.40	GERALD M. MCLAUGHLIN	45
SOUTH HOBAN CONDO ASSN.	8	SEMI-ANNUAL	399.00	MARTIN J. OBERMAN	43
SPRINGFIELD COURT CONDO. ASSN.	8	SEMI-ANNUAL	231.00	MARTIN J. OBERMAN	13
SUMMERDALE CONDOMINIUM	18	SEMI-ANNUAL	300.00	JOHN S. MAIRZYK	40
			441.00	PATRICK J O'CONNOR	

12/10/86

REPORTS OF COMMITTEES

37861

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 12/10/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	*****
SUN VILLA CONDO	9	SEMI-ANNUAL	337.50	JOSEPH S. KOTLARZ JR	35
THE BROWNSTONE CONDOMINIUMS	75	SEMI-ANNUAL	2,100.00	MARTIN J. OBERMAN	43
THE HALIBU CONDOMINIUM	356	SEMI-ANNUAL	7,795.62	MARTIN K. VOLINI	48
THE PARK CONDOMINIUM ASSOC.	45	SEMI-ANNUAL	930.00	GERALD M. MCLAUGHLIN	45
THE 1550 STATE PARKWAY	46	SEMI-ANNUAL	1,122.00	MARTIN J. OBERMAN	43
THE 2159 NORTH HARLEM BUILDING	12	SEMI-ANNUAL	340.50	WILLIAM JP BANKS	36
THIRDALE BEACH NORTH CONDO	151	SEMI-ANNUAL	2,250.00	MARTIN K. VOLINI	48
TIARA HOMEOWNERS ASSOCIATION	100	SEMI-ANNUAL	1,650.00	MARTIN J. OBERMAN	43
WARMICK CONDOMINIUM ASSN.	55	SEMI-ANNUAL	2,042.50	MARTIN J. OBERMAN	43
WASHINGTON HOUSE CONDO ASSOC	41	SEMI-ANNUAL	1,050.00	THOMAS W. CULLERTON	38
WATERFORD CONDO ASSOC., INC.	252	SEMI-ANNUAL	2,766.00	JEROME M. ORBACH	46
WILSON COURT CONDOMINIUM	20	SEMI-ANNUAL	672.00	GERALD M. MCLAUGHLIN	45
WILSON COURT CONDOMINIUM NO.1	18	SEMI-ANNUAL	504.00	GERALD M. MCLAUGHLIN	45
WINSTON TOWERS 15 CONDO ASSOC	218	SEMI-ANNUAL	2,306.50	BERNARD L. STONE	50
1000 CONDOMINIUM ASSOCIATION	135	ANNUAL	4,575.99	FURTON F. NATARUS	42
1110 N. LAKE SHORE DRIVE	73	SEMI-ANNUAL	1,755.00	MARTIN K. VOLINI	48
1335 ASTOR COOPERATIVE APTS.,	49	SEMI-ANNUAL	1,140.00	MARTIN J. OBERMAN	43
1350 N. ASTOR COOP APTS., INC.	50	SEMI-ANNUAL	744.00	MARTIN J. OBERMAN	43
1400 STATE PARKWAY CONDOMINIUM	96	SEMI-ANNUAL	1,080.00	MARTIN J. OBERMAN	43
1407-09 WEST ELMDALE CONDO	6	SEMI-ANNUAL	225.00	MARTIN K. VOLINI	48
1418 N. LAKE SHORE DR. CONDO-	28	SEMI-ANNUAL	511.00	MARTIN J. OBERMAN	43
1430 LAKE SHORE DRIVE	23	SEMI-ANNUAL	862.50	MARTIN J. OBERMAN	43
1448 N. LAKE SHORE DRIVE	52	SEMI-ANNUAL	1,932.00	MARTIN J. OBERMAN	43
1500 LAKE SHORE DRIVE BUILDING	57	SEMI-ANNUAL	2,100.00	MARTIN J. OBERMAN	43
1540 LAKE SHORE DRIVE CORP.	30	SEMI-ANNUAL	1,125.00	MARTIN J. OBERMAN	43
155 HARBOUR DRIVE CONDO ASSOC	742	SEMI-ANNUAL	12,600.00	FRED B. KOTI	01
2014 CLEVELAND CONDO ASSOC.	7	SEMI-ANNUAL	262.50	MARTIN J. OBERMAN	43
2041-43 W. FAIRWELL CONDO ASSOC	6	SEMI-ANNUAL	225.00	BERNARD L. STONE	50
2107 W. JARVIS CONDOMINIUM	6	ANNUAL	450.00	DAVID D. ORR	49
2143 LINCOLN PK. WEST CONDO	91	SEMI-ANNUAL	1,597.12	MARTIN J. OBERMAN	43
2147 N. HARLEM CONDO ASSN.	12	SEMI-ANNUAL	340.50	WILLIAM JP BANKS	36
2500 N. LAKEVIEW ASSOCIATION	158	SEMI-ANNUAL	3,398.80	MARTIN J. OBERMAN	43
2626 LAKEVIEW CONDO ASSOC	492	SEMI-ANNUAL	7,145.79	MARTIN J. OBERMAN	43
2629 L. HANSEN CT. CONDO ASSO	67	SEMI-ANNUAL	951.50	MARTIN J. OBERMAN	43
2650 LAKEVIEW CONDO ASSOC	398	SEMI-ANNUAL	4,530.00	MARTIN J. OBERMAN	43
2728 W. 87TH STREET CONDO	12	SEMI-ANNUAL	258.00	ROBERT T. KELLAM	18
2800 LAKE SHORE DR. CONDO	657	SEMI-ANNUAL	7,187.36	MARTIN J. OBERMAN	43
317 W. BELDEN CONDOMINIUM	19	SEMI-ANNUAL	544.50	MARTIN J. OBERMAN	43
321-3 WEST HICKENS CONDOMINIUM	8	SEMI-ANNUAL	300.00	MARTIN J. OBERMAN	43
3400 CONDOMINIUM ASSOCIATION	640	SEMI-ANNUAL	2,700.00	JEROME M. ORBACH	46
3730-40 LAKE SHORE DR. CONDO	62	SEMI-ANNUAL	1,952.01	JEROME M. ORBACH	46
3750 LAKE SHORE DRIVE INC.	132	SEMI-ANNUAL	2,257.60	JEROME M. ORBACH	46
3825 CONDOMINIUM ASSOCIATION	94	SEMI-ANNUAL	913.00	JEROME M. ORBACH	46
397 CORPENTATION	33	SEMI-ANNUAL	1,045.00	MARTIN J. OBERMAN	43
4105-13 W. CULLOM CONDO. ASSN.	11	SEMI-ANNUAL	412.50	GERALD M. MCLAUGHLIN	45

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED
MEETING DATE 12/10/86

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
415 ALDINE CONDOMINIUM ASSOC.	60	SEMI-ANNUAL	1,466.70	BERNARD J. HANSEN	44
4248 N. KEYSTONE CONDO. ASSN.	9	SEMI-ANNUAL	234.00	GERALD M. MCLAUGHLIN	45
4300 MARINE DRIVE CONDOMINIUM	90	SEMI-ANNUAL	1,292.45	JEROME M. ORBACH	46
4744 PAULINA CONDOMINIUM ASSN	10	ANNUAL	600.00	EUGENE C. SCHULTER	47
4850-54 N. LINCOLN BUILDING	18	SEMI-ANNUAL	648.00	GERALD M. MCLAUGHLIN	45
4880 MARINE DR. CONDOMINIUM	119	ANNUAL	1,800.00	MARION K. VOLINI	48
5147-51 N. EAST RIVER ROAD	72	SEMI-ANNUAL	1,206.00	ROMAN FUCINSKI	41
515 WRIGHTWOOD CONDO ASSOC.	78	SEMI-ANNUAL	992.05	MARTIN J. OBERMAN	43
5155/59 N. EAST RIVER RD.	72	ANNUAL	2,330.00	ROMAN FUCINSKI	41
5223-25 S. DORCHESTER CONDOMIN-	7	ANNUAL	525.00	TIMOTHY C. EVANS	04
5235 WEST LELAND CONDOMINIUM	5	SEMI-ANNUAL	96.00	GERALD M. MCLAUGHLIN	45
5555 W. SUNNYSIDE CONDOMINIUM	8	SEMI-ANNUAL	300.00	GERALD M. MCLAUGHLIN	45
6005-09 N. NEOLA CONDOMINIUM	9	SEMI-ANNUAL	210.00	ROMAN FUCINSKI	41
6121 SHERIDAN ROAD CONDO. ASSN	32	SEMI-ANNUAL	1,200.00	MARION K. VOLINI	48
6121 WEST HIGGINS AVE. CONDO.	16	SEMI-ANNUAL	279.00	GERALD M. MCLAUGHLIN	45
644 ARLINGTON PLACE CONDO	44	ANNUAL	1,320.00	MARTIN J. OBERMAN	43
659 W. ALDINE CONDO. ASSN.	9	SEMI-ANNUAL	337.50	BERNARD J. HANSEN	44
663 WEST GRACE CONDO. ASSOC.	80	SEMI-ANNUAL	939.50	JEROME M. ORBACH	46
6718 W. 64TH PLACE CORPORATION	6	ANNUAL	270.00	WILLIAM F. KRYSZYNIAN	23
6847-49 NORTH OLMSIDE CONDO.	9	SEMI-ANNUAL	310.50	ROMAN FUCINSKI	41
700 BITTERSWEET CONDO. ASSN.	124	SEMI-ANNUAL	2,050.00	JEROME M. ORBACH	46
714-16 WEBSTER CONDOMINIUMS	6	SEMI-ANNUAL	225.00	MARTIN J. OBERMAN	43
7312-14 N. RIDGE CONDO. ASSOC.	6	SEMI-ANNUAL	225.00	BERNARD L. STONE	50
740-42 BITTERSWEET CONDOMINIUM	6	SEMI-ANNUAL	225.00	JEROME M. ORBACH	46
7401 SHERIDAN CONDO ASSOC.	8	SEMI-ANNUAL	300.00	DAVID D. ORR	49
75111 UN THE LAKE HOME OWNER'S	04	SEMI-ANNUAL	1,692.00	LAWRENCE S. BLOOM	05
8216 BELMONT BUILDING	9	SEMI-ANNUAL	270.00	WILLIAM J.P. HANKS	36
823-825 GUNNISON CONDO ASSOC.	6	ANNUAL	450.00	MARION K. VOLINI	40
8343-45 SOUTH KING DRIVE CONDO	22	SEMI-ANNUAL	390.00	EUGENE SAWYER	06
840 LAKE SHORE DRIVE TRUST	266	SEMI-ANNUAL	2,190.00	FURTON F. NATAKUS	42
899 S. PLYMOUTH COURT CONDO	250	SEMI-ANNUAL	1,560.00	FRED B. KOTI	01
916-18 W. FULLERTON PARKWAY	10	SEMI-ANNUAL	264.00	MARTIN J. OBERMAN	43

12/10/86

REPORTS OF COMMITTEES

37863

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 12/10/86

CONDOMINIUM/
COOPERATIVE
NAME

NO. OF
ELIGIBLE
UNITS

TYPE

AMOUNT OF
REBATE

***** SPONSOR *****

** GRAND TOTAL AMOUNT **

241,604.56

** GRAND TOTAL NUMBER ** 167

(Continued from page 37858)

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

WHEREAS, There have been recent incidents in the City of Chicago involving the accidental release of toxic chemicals; and

WHEREAS, It is in the interests of all Chicagoans that such situations be reported promptly so that timely action may be undertaken to prevent risk to health and safety; and

WHEREAS, There currently exists within the Energy and Environmental Protection Division of the Department of Consumer Services a 24-hour environmental complaint hotline -- 744-4075; now, therefore,

Be It Resolved, That the 24-hour environmental hotline which will be equipped with twenty-four (24) hour capability be widely publicized throughout Chicago as a number which may be called to report the suspicious, improper or illegal use, handling or dumping of toxic substances.

Action Deferred -- MUNICIPAL CODE CHAPTER 17 AMENDED
CONCERNING CERTAIN PERMIT FEE INCREASES AND
INSTITUTION OF NEW FEE ON LIQUID
WASTE.

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report, which was, on motion of Alderman Burke and Alderman Krystyniak, *Deferred* and ordered published:

Mr. President, Members of the City Council:

Reporting for your Committee on Energy, Environmental Protection, and Public Utilities having under consideration at meetings called on October 16, November 5, November 20, and December 9:

An ordinance creating an abandoned facilities inspection unit within the Division of Energy and Environmental Protection to inspect abandoned industrial buildings for the presence of toxic chemicals;

An ordinance establishing the position of Environmental Coordinator within that same division to ensure adequate communication among agencies and to the public in the event of an accidental toxic release (This ordinance is now combined with the former);

A resolution to create follow-up capability and widespread publicity for the existing 24 hour environmental hotline so that citizens tips on potential toxic problems can be investigated; and

An ordinance to raise certain permit fees and institute a new fee on liquid Waste in order to create a fund to be utilized for environmental management, monitoring, planning, enforcement, inspection, education and technical assistance purposes.

All of which were passed in committee, begs leave to recommend passage in the omnibus.

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 Chapter 17 of the Municipal Code of Chicago is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

17-1.12. Fees for the inspection of plans and issuing installation permits for the installation, erection, construction, reconstruction, alteration of[,] or addition to[,] steam boilers, unfired pressure vessels, fuel or refuse-burning equipment, compactors, combustion or process equipment or devices and installation of apparatus or devices for the prevention or arresting of the discharge of smoke, particulate, liquid, gaseous or other matter shall be as follows:

Filing fee for the evaluation of plans of steam boilers, unfired pressure vessels, fuel or refuse-burning equipment, compactors, combustion or process equipment or devices and installation of apparatus or devices for the prevention or arresting of the discharge of smoke, particulate, liquid, gaseous or other matter [\$10.00]
\$15.00

Permits for the installation, erection, construction, reconstruction, alteration of[,] or addition to any boiler, fuel-burning combustion or process equipment or devices, dustloading device or chimney.

Boilers, fuel-burning equipment used for space heating, steam and hot water generation for each unit:

Of a capacity of less than 288,000 BTU/Hr. net output rating of boiler or furnace	\$15.00
Of a capacity of 288,000 BTU/Hr. and less than 960,000 BTU/Hr. net output rating of boiler or furnace	20.00
Of a capacity of 960,000 BTU/Hr. and less than 2,880,000 BTU/Hr. net output rating of boiler or furnace	25.00
Of a capacity of [2,800,000] 2,880,000 BTU/Hr. or more net output rating of boiler or furnace	35.00

Refuse-burning equipment, for each unit:

With less than five square feet of grate

area	\$10.00
With five square feet and less than ten square feet of grate area	15.00
With 10 square feet and less than 15 square feet of grate area	20.00
With 15 square feet and less than 20 square feet of grate area	25.00
With 20 or more square feet of grate area	30.00

[Per one unit operation of one unit process
creating atmospheric pollution or any device
controlling atmospheric pollution or any
compactor 15.00]

An annual flat fee on stationary emission sources shall be levied according to a modified version of the Illinois Environmental Protection Agency surveillance classification system used by the division of Energy and Environmental Protection within the Department as follows:

A-1 Source (any stationary source whose actual emissions or potential emissions while operating at design capacity are equal to or exceed 100 tons per year of any pollutant): \$1,000.00

A-2 Source (any stationary source whose uncontrolled emissions while operating at the design capacity are equal to or exceed 100 tons per year for any regulated pollutant but whose actual emissions are less than 100 tons per year): \$500.00

B Source (any stationary source whose uncontrolled emissions are less than 100 tons per year): \$100.00

C Source (any stationary source whose actual emissions are less than 10 tons per year): \$30.00

Sandblasting:

The fee for an annual permit to conduct sandblasting operations shall be \$25.00 per contractor per calendar year.

Sanitary Landfill:

25 acre tract or less	[2,500.00]	\$5,000.00
More than 25 acres but less than 50	[5,000.00]	10,000.00
50 acres or more [to] but less than 75 acres	[6,800.00]	13,600.00
75 acres or over	[10,000.00]	20,000.00

The City of Chicago shall be exempt from payment of such fees.

Unfired Pressure Vessels:

For each unfired pressure vessel \$20.00

Liquid Waste Handling Facility Fees:

[New facility	2,500.00
Subsequent year, under 100,000 gal/day	
intake	2,000.00
Subsequent year, over 100,000 gal/day	
intake , , ,	4,000.00]
New or existing facility	8,000.00

Transfer Station Fees:

New or existing facility [2,500.00] \$5,000.00

17-1.12.1. In Addition to all other licensing fees provided in this Chapter, on and after January 1, 1987, the owner or operator of each Liquid Waste Handling Facility permitted under this Chapter shall pay a \$.025 per gallon fee on each gallon of liquid waste received at the facility. The Commissioner shall establish rules and regulations relating to the collection of the fees authorized by this section.

17-1.12.2. There is hereby created within the City Treasury a special fund to be known as the "Environmental Control Fund" constituted from the fees collected pursuant to this Section 17-1.12.1. The fund is to be utilized for environmental management purposes related to liquid waste, including environmental monitoring, planning, inspection, enforcement, public education and technical assistance to industry and other activities consistent with this Chapter.

* * *

17-1.16. All fees or penalties prescribed for the issuance of permits, licenses or certificates or for the inspection of plans, premises or equipment, under any provision of this chapter, shall be paid to the Commissioner who shall render to the person making such payment a receipt stating that amount and purpose for which such fee or penalty has been paid, a duplicate of which shall be made part of the records of Consumer Services. All fees and penalties thus received shall be deposited with the City Comptroller for the corporate fund; provided, however, that the fees collected pursuant to section 17-1.12.1 shall be deposited in the special fund known as the "Environmental Control Fund", as described in section 17-1.12.2.

*Action Deferred -- MUNICIPAL CODE CHAPTER 17 AMENDED CONCERNING
CREATION OF ABANDONED FACILITIES INSPECTION UNIT
AND ESTABLISHMENT OF ENVIRONMENTAL
COORDINATION WITHIN SAID UNIT.*

The Committee on Energy, Environmental Protection and Public Utilities submitted the following report, which was, on motion of Alderman Burke and Alderman Krystyniak, *Deferred* and ordered published:

Mr. President, Members of the City Council:

Reporting for your Committee on Energy, Environmental Protection, and Public Utilities having under consideration at meetings called on October 16, November 5, November 20, and December 9:

Ordinance creating an abandoned facilities inspection unit within the Division of Energy and Environmental Protection to inspect abandoned industrial buildings for the presence of toxic chemicals;

An ordinance establishing the position of Environmental Coordinator within that same division to ensure adequate communication among agencies and to the public in the event of an accidental toxic release (This ordinance is now combined with the former);

A resolution to create follow-up capability and widespread publicity for the existing 24 hour environmental hotline so that citizens tips on potential toxics problems can be investigated; and

An ordinance to raise certain permit fees and institute a new fee on liquid waste in order to create a fund to be utilized for environmental management, monitoring, planning, enforcement, inspection, education and technical assistance purposes.

All of which were passed in committee, begs leave to recommend passage in the omnibus.

Said proposed ordinance transmitted with the foregoing committee report reads as follows:

WHEREAS, There have been recent incidents in the City of Chicago involving the accidental release of toxic chemicals; and

WHEREAS, There are abandoned plants in Chicago which contain toxic substances that may pose a threat to public health and safety; and

WHEREAS, Communication and coordination among federal, state and local agencies will enhance the ability to respond to threats to public health and safety; now, therefore,

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

SECTION 1. Chapter 17 of the Municipal Code of the City of Chicago is hereby amended by adding thereto in italics, a new section in its proper numerical sequence as follows:

17-1.53. The Department shall establish within the Division of Energy and Environmental Protection an Environmental Coordinator whose duties shall include, but not be limited to the following:

- (a) Correlating existing lists of sites handling or storing toxic substances with any list of fires maintained by the Chicago Fire Department;*
- (b) Assisting the Chicago Fire Department and other local, state and federal agencies in the coordination and dissemination of information to community residents regarding preventive and precautionary measures to avoid or minimize exposure to toxic chemicals, either in case of actual or potential danger.*
- (c) Nothing herein contained is intended nor shall operate to supersede the authority and responsibility of the Chicago Fire Department and its respective Bureaus and Divisions in their duties under any current municipal ordinance or state statute, including but not limited to Chapters 3, 12, 90, 92, 129.1 of the Municipal Code of the City of Chicago, the Illinois Toxic Substance Act, the Chemical Safety Act or other relevant state or federal statutes.*

17-1.54. The Department shall establish an Abandoned Facilities Inspection Unit within the Division of Energy and Environmental Protection to identify abandoned industrial facilities, to inspect such facilities for the presence of toxic substances, and if such substances are found, to notify the appropriate federal, state and local agencies responsible for removal, cleanup and security in order to facilitate safe and timely resolution of the problem.

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1987.

COMMITTEE ON HOUSING.

APPOINTMENT OF MS. RAFFAELLA NANETTI AS MEMBER
OF COMMERCIAL DISTRICT DEVELOPMENT
COMMISSION APPROVED.

The Committee on Housing submitted the following report:

CHICAGO, December 8, 1986.

To the President and Members of the City Council:

Your Committee on Housing, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on November 13, 1986) to appoint;

Raffaella Nanetti as a member of the Commercial District Development Commission for a five year term.

We recommend that Your Honorable Body *Approve* the said appointment.

This recommendation was passed unanimously by members of the committee.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the committee's recommendation was *Concurred In* and said appointment of Ms. Raffaella Nanetti as a member of Commercial District Development Commission was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

Alderman Oberman was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

APPROVAL OF REDEVELOPMENT PLAN FOR MADISON-CICERO
BLIGHTED COMMERCIAL AREA.

The Committee on Housing submitted the following report:

CHICAGO, December 8, 1986.

To the President and Members of the City Council:

Your Committee on Housing, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on September 24, 1986) authorizing the Mayor to approve:

a Redevelopment Plan for Blighted Commercial Area Madison-Cicero.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was passed unanimously by members of the committee.

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

On motion of Alderman Bloom, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Heretofore, the City Council of the City of Chicago has, by ordinance passed on August 28, 1986, approved the designation of the area described as Madison-Cicero Blighted Commercial Area; and

WHEREAS, The staff of the Department of Economic Development has submitted a duly approved Redevelopment Plan for Blighted Commercial Area Madison-Cicero entitled "Redevelopment Plan for Blighted Commercial Area Madison-Cicero", dated May, 1986 consisting of a narrative description of the Plan and two exhibits, a Boundary Map, and a Land Use Map; and

WHEREAS, The Commercial District Development Commission approved the Redevelopment Plan for Madison-Cicero Blighted Commercial Area by Resolution No. 86-CDDC-10 on May 20, 1986; and

WHEREAS, The Department of Economic Development maintains a program of assistance for the relocation of individuals, families and businesses that may be displaced as a result of carrying out a project in accordance with the Redevelopment Plan; and

WHEREAS, This Body has reviewed the Redevelopment Plan and the recommendation of the Department of Economic Development and finds said Plan is in accord with modern principles of urban planning and with general recommendations of the Chicago Plan Commission for the Redevelopment of the area covered and now desires to evidence its approval of said Redevelopment Plan; now, therefore,

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

SECTION 1. The Redevelopment Plan for Blighted Commercial Area Madison- Cicero dated May, 1986, incorporated herein is hereby approved.

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

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

AUTHORITY GRANTED FOR PLACEMENT OF NUCLEAR WARHEAD TEST BAN REFERENDUM ON APRIL 7, 1987 ELECTION BALLOT.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on July 29, 1986) which would place on the April 7, 1987 election a referendum which shall read as follows "Should the U.S. enter into agreement with the Soviet Union for an immediate and verifiable end to nuclear warhead testing?"

This resolution, as amended, was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) ROMAN PUCINSKI,
Chairman.

On motion of Alderman Pucinski, the said proposed amended resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The nuclear arms race threatens the citizens of Chicago and the rest of the world with the devastation of civilization in a matter of minutes; and

WHEREAS, The billions of dollars spent on nuclear weapons and research are dollars taken from programs which fund human needs; and

WHEREAS, An agreement between the United States and the U.S.S.R. to mutually end nuclear weapons testing would be a first step towards an end to the arms race; and

WHEREAS, The City of Chicago has already gone on record in opposition to the nuclear arms race by declaring Chicago a Nuclear Weapon Free Zone; and

WHEREAS, The right to vote has always been one of this nation's most important methods of public expression; and

WHEREAS, The City Council of Chicago, which represents the citizens of this great municipality, has the opportunity and the responsibility to allow citizens to express their opinions on this issue, positive or negative; now, therefore,

Be It Resolved, That the Chicago City Council reaffirm its commitment to the idea of an open and public discussion of the nuclear arms race by placing on the April 7, 1987 ballot in the City of Chicago a referendum which shall read as follows:

"Should the U. S. enter into agreement with the Soviet Union for an immediate and verifiable end to nuclear warhead testing?"

COMMITTEE ON LAND ACQUISITION, DISPOSITION AND LEASES.

AUTHORIZATION FOR EXCHANGE OF LAND BETWEEN THE BOARD OF EDUCATION AND CHICAGO PARK DISTRICT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Education of the City of Chicago has requested that there be an even exchange of land between the Board of Education and the Chicago Park District. The Board of Education presently owns a site at 4444 -- 4458 South Emerald Avenue/734 -- 744 West 45th Street, which contains 17,460 square feet/0.40 acres of vacant land. The Chicago Park District owns a tract of land located at 735 -- 743 West 45th Street/4500 -- 4508 South Emerald Avenue upon which part of the Alexander Graham Branch is built. Said site contains 11,550 square feet/0.26 acres; and

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held September 24, 1986, by vote of not less than two-thirds of the full membership order and request in writing the City Council of the City of Chicago, to sell and convey in the manner provided by statute from the City of Chicago In Trust For The Use of Schools to the Chicago Park District, the following described real estate, hereinafter described; now, therefore,

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

SECTION 1. That the following described real estate, to wit:

Lots 7 to 12, both inclusive, and the South 14 inches of Lot 6 in Block 4 in Loeb and Harris Subdivision of the South half of the West half of the South half of the North half of the South West quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

which real estate is not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Board of Education of the City of Chicago and or/the City of Chicago.

SECTION 2. That in consideration of an even exchange of the above described school land to be conveyed to the Chicago Park District by the City of Chicago In Trust For The Use of Schools, the Board of Education authorizes the acquisition of suitable deed of conveyance of title from the Chicago Park District, the real estate hereinafter described, which is necessary and convenient to convey, use and improve for school purposes. The following described real estate, to-wit:

Lots 1 to 4, both inclusive, in Block 4 in South Chicago Land and Building Association Subdivision of the West half of the North half of the South half of the South West quarter of Section 4, Township 38 North, Range 14 East of the Third Principal Meridian in the City of Chicago, Cook County, Illinois.

SECTION 3. That the Mayor and the City Clerk of the City of Chicago be and they are hereby authorized and directed to execute proper deed of conveyance of said described property to the Chicago Park District.

SECTION 4. This ordinance shall be in force and effect from and after its passage and approval.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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

ACCEPTANCE OF BID BY CATHOLIC BISHOP OF CHICAGO
FOR BOARD OF EDUCATION PROPERTY LOCATED
AT 750 EAST 40TH STREET.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described: and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate: and

WHEREAS, The bids were opened and read at the Office of the Secretary for the Board of Education of the City of Chicago on the first Tuesday after the closing of bid date; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from the Catholic Bishop of Chicago, a corporation sole, c/o Mr. John F. Philbin, 155 East Superior Street, Chicago, Illinois 60611, in the amount of \$50,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Appraisal Associates, Inc.	
May 14, 1986	
Fair Market Value	\$55,000
Real Property Appraisals	
May 14, 1986	
Fair Market Value	\$47,500

now, therefore,

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

SECTION 1. That the City of Chicago hereby accepts the bid of the Catholic Bishop of Chicago, a corporation sole, to purchase vacant school building and land described as follows, to wit:

Lot 5 (except the North 10 feet of the East 90 feet also except the North 7 feet of the West 85 feet thereof) and Lot 6, all of Lots 7, 10 and 11 and the East half of Lot 14 (except the North 7 feet of Lots 7, 10, 11 and the East half of Lot 14 taken for alley) in Block 4 of Cleaverville Addition, a subdivision of the North half of the North East

quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Also

Sublot 14 in Cleaver and Hubbard's Resubdivision of Lots 16, 17 and 18 and the West half of Lots 13 and 14 in Block 4 in Cleaverville Addition, a Subdivision of the North half of the North East quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which land has a frontage of 575.0 ft. on East 40th Street, 190.0 ft. on South Cottage Grove Avenue and contains approximately 107,555 sq. ft./2.47 acres, is improved with a school building that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago In Trust For The Use of Schools in and to said school property and to deliver said deed to the Director of the Department of Real Estate Management of the Board of Education of the City of Chicago.

SECTION 3. The Director of the Department of Real Estate Management of the Board of Education of the City of Chicago is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. This ordinance shall be in effect from and after its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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

APPROVAL FOR SALE OF DONNELLEY HALL TO METROPOLITAN FAIR AND EXPOSITION AUTHORITY.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the sale of Donnelley Hall to the Metropolitan Fair and Exposition Authority and executing the articles of agreement for the deed.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government under the Illinois Constitution of 1970 and may therefore perform any function pertaining to its government and affairs; and

WHEREAS, The City of Chicago is the record titleholder of certain real property located in Chicago, Illinois, commonly known as Donnelley Hall, which is generally bounded by 23rd Street, South Martin Luther King Drive, the Illinois Central Gulf Railroad Right-of-Way and 24th Street; and

WHEREAS, Donnelley Hall consists of 163,516.64 square feet of land which is improved with a two-story exhibition hall; and

WHEREAS, Donnelley Hall was donated to the City of Chicago by R.R. Donnelley & Sons Company on December 28, 1976; and

WHEREAS, On February 1, 1977 by authority of the City Council of the City of Chicago the City conveyed title to Donnelley Hall to the Public Building Commission of Chicago, a municipal corporation duly organized under the provisions of the Public Building Commission Act of the State of Illinois; and

WHEREAS, The City of Chicago, the Public Building Commission and the Metropolitan Fair and Exposition Authority agreed to the renovation of Donnelley Hall and its occupancy by the Metropolitan Fair and Exposition Authority for use as an exposition and convention facility under a series of Interim Agreements for Renovation and Rehabilitation from 1977 to 1982; and

WHEREAS, The City Council of the City of Chicago, by ordinance passed March 2, 1982 issued General Obligation Bonds to provide funds to reimburse the Public Building Commission for obligations it incurred on behalf of the City of Chicago including Twelve Million Three Hundred Seventy Thousand Dollars (\$12,370,000.00) for the renovation of Donnelley Hall; and

WHEREAS, On March 24, 1982 the Public Building Commission reconveyed the Property to the City of Chicago in consideration of payment of the above mentioned Twelve Million Three Hundred Seventy Thousand Dollars (\$12,370,000.00) as reimbursement of its renovation costs; and

WHEREAS, The Metropolitan Fair and Exposition Authority desires to continue to maintain and operate Donnelley Hall, at its sole expense, as an exposition hall in connection with the existing McCormick Place Exposition Center; and

WHEREAS, The Metropolitan Fair and Exposition Authority is willing to purchase Donnelley Hall at a price equal to the above stated principal amount of the City's General Obligation Bonds attributable to the renovation of Donnelley Hall plus all debt service and the value of the underlying land for a total purchase price of Thirty Million Three Hundred Thirty-six Thousand One Hundred Thirty-four Dollars (\$30,336,134.00); and

WHEREAS, The Metropolitan Fair and Exposition Authority has made a partial payment of the above purchase price in the amount of Eight Million Six Hundred Sixty-one Thousand Seven Hundred Ninety-eight Dollars (\$8,661,798.00) and is willing to execute Articles of Agreement for Deed for Donnelley Hall which would require the balance of the purchase price to be paid over the period of the next seven years; and

WHEREAS, Pursuant to the Articles of Agreement the City of Chicago would retain title to Donnelley Hall until such time as the total purchase price is paid to the City; now, therefore,

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

SECTION 1. The sale of Donnelley Hall to the Metropolitan Fair and Exposition Authority for use as an exhibition hall in connection with McCormick Place Exhibition Center will further the convention and tourism industry of the City of Chicago for the benefit of all of the citizens of Chicago and therefore pertains to the government and affairs of the City of Chicago.

SECTION 2. The sale of Donnelley Hall to the Metropolitan Fair and Exposition Authority is hereby approved.

SECTION 3. The Mayor is authorized to execute, on behalf of the City of Chicago, Articles of Agreement for Deed for Donnelley Hall substantially in the following form:

*Articles of Agreement For Deed
For Donnelley Hall.*

This Agreement is made as of July 1, 1984 by and between the City of Chicago, a political subdivision, body politic and municipal corporation of Illinois ("Seller") and the Metropolitan Fair and Exposition Authority, a political subdivision, body politic and municipal corporation of Illinois ("Purchaser").

Recitals:

A. Whereas, Seller is the record title holder of certain real property located in Chicago, Illinois and commonly known as Donnelley Hall (the "Building") which is generally bounded by 23rd Street, South Martin Luther King Drive, the Illinois Central Gulf Railroad right-of-way and 24th Street and is legally described on Exhibit "A" attached hereto and by this reference made a part hereof; and

B. Whereas, the Building is a two story exhibition hall on a site containing 163,516.697 square feet in land area; and

C. Whereas, the Building, the real property which it is built upon, all improvements, privileges, easements and appurtenances thereto (including the interest, if any, of Seller, in adjoining streets, alleys, and public ways which results from its ownership of the Building) and all personal property owned by Seller and used in connection with the ownership and operation of the Building are collectively referred to as the "Property"; and

D. Whereas, the Property was donated to Seller by R.R. Donnelley & Sons Company and accepted by the City on or about December 28, 1976; and

E. Whereas, on February 1, 1977 by authority of the City Council of the City of Chicago, Seller conveyed title to the Property to the Public Building Commission of Chicago, a municipal corporation duly organized under the provisions of the "Public Building Commission Act of the State of Illinois" (the "Commission"); and

F. Whereas, Seller, the Commission and Purchaser agreed to the renovation of the Property and Purchaser's occupancy of the Property from 1977 to 1982 by several Interim Agreements for renovation and rehabilitation of property Located at East 23rd Street and South Martin Luther King Drive of various dates with the final agreement dated December 11, 1981; and

G. Whereas, the Commission conveyed fee title of the Property to Seller on or about March 24, 1982; and

H. Whereas, Seller has permitted Purchaser to occupy the Property from March 24, 1982 to the date of this Agreement under the terms of an oral lease the provisions of which are in general accord with the agreements described in Recital F above; and

I. Whereas, the payment by Purchaser of the Down Payment, as hereinafter defined, and the payment made pursuant to Subparagraph 2(c) below constitute full performance by Purchaser of all of its past obligations to Seller under the agreements described in Recital F through and including June 30, 1984; and

J. Whereas, Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller, but only upon the terms and conditions stated in this Agreement.

Agreement:

Now, Therefore, the parties agree as follows:

1. Agreement to Purchase and Purchase Price. Purchaser agrees to purchase and Seller agrees to sell the Property on the terms and conditions stated herein for Thirty Million Three Hundred Thirty-six Thousand One Hundred Thirty-four and no/100 (\$30,336,134.00) Dollars (the "Purchase Price"), plus or minus prorations as set forth in Paragraph 10 below and payable as set forth in Paragraph 2 below. The Purchase Price has been calculated by the parties to be the total of the following components:

- | | | |
|-----|--|---------------------|
| (a) | Total value of the real property upon which the Building is constructed based upon a unit value of Eight and 95/100 (\$8.95) Dollars per square foot of land | \$1,463,474 |
| (b) | Total cost of debt service attributable to the rehabilitation of the Property which is a part of Seller's General Obligation Bonds Series, March 1982 | <u>\$28,872,660</u> |
| | Purchase Price | \$30,336,134 |

Seller agrees to convey or cause the Property to be conveyed to Purchaser by recordable quit claim deed subject only to acts done or suffered by or judgments against Purchaser or anyone claiming by or through Purchaser and title exceptions set forth in Exhibit "B" attached hereto and by this reference made a part hereof (collectively "Permitted Title Exceptions").

2. Payment of Purchase Price. The Purchase Price, plus or minus prorations, as set forth in Paragraph 10 below, shall be paid by Purchaser to Seller as follows:

- (a) Seller hereby acknowledges receipt of Five Million Seven Hundred Seventy-four Thousand Five Hundred Thirty-two and no/100 (\$5,774,532.00) Dollars paid by Purchaser to Seller on July 2, 1984 and Two Million Eight Hundred Eighty-seven Thousand Two Hundred Sixty-six and no/100 (\$2,887,266.00) Dollars on July 10, 1985 (herein collectively the "Down Payment").
- (b) The Down Payment shall be credited against the components of the Purchase Price stated in Paragraph 1 above and the first annual payment stated in Subparagraph 2(d) below as follows:
- (i) First, the Down Payment shall be credited against the value of the land stated in Subparagraph 1(a) above.
 - (ii) Finally, the Down Payment shall be credited against that portion of the total cost of the debt service relating to the rehabilitation of the Property stated in Subparagraph 2(d) below payable for the period ending June 30, 1985.
- (c) Purchaser shall pay to Seller Nineteen Thousand Eight Hundred Forty-one and no/100 (\$19,841.00) Dollars on the Execution Date, as hereinafter defined, which

sum represents the amount due for debt service through June 30, 1985 not paid by the Down Payment.

- (d) Commencing on July 10, 1986 and on each and every July 10th thereafter through and including July 10, 1992 Purchaser shall pay to Seller equal annual installments of Two Million Eight Hundred Eighty-seven Thousand Two Hundred Sixty-six and no/100 (\$2,887,266.00) Dollars which shall be attributable to the preceding periods from July 1st through June 30th. Purchaser shall make a final payment of One Million Four Hundred Forty-three Thousand Six Hundred Thirty-three and no/100 (\$1,443,633.00) Dollars on or before July 10, 1993 for that portion of 1992 from July 1, 1992 to December 31, 1992. All payments described in this Subparagraph 2(d) are individually referred to as the "Annual Payment" and collectively the "Annual Payments." and may be subject to adjustment pursuant to Subparagraph 3(c) below.

All payments provided under this Paragraph 2 shall be made by a cashier's or certified check drawn on a Chicago commercial bank or by wire transfer effective the required date of payment.

3. Adjustments to Payments Into Redemption Reserve Based on Investment Experience.

- (a) Establishment of Redemption Reserve. Seller and Purchaser acknowledge that the Annual Payment is composed of an annual payment for principal and interest and an annual payment into a redemption reserve (the "Redemption Reserve"). The Redemption Reserve is intended to provide the amount necessary to redeem that portion of Seller's general obligation bonds attributable to the Property on January 1, 1993. On that date not less than Ten Million Nine Hundred Six Thousand Three Hundred Eighty and no/100 Dollars (\$10,906,380.00) (the "Redemption Amount") must be on deposit in the Redemption Reserve. Seller agrees that within two (2) business days following its receipt of any Annual Payment, it shall deposit that portion of said payments attributable to the Redemption Reserve, as shown on Exhibit "C" attached hereto and by this reference made a part hereof, into such reserve. For purposes of this Subparagraph 3(a) a business day shall mean any day that the offices of Seller are open to the public to conduct business.
- (b) Administration of Redemption Reserve. The Redemption Reserve shall be established, maintained and administered as a reserve fund separate from all other funds and accounts of Seller. All amounts on deposit in the Redemption Reserve shall be invested in a manner consistent with the general practice of Seller regarding its general cash reserves. Within forty-five (45) days following the end of each of its fiscal years during the term of this Agreement, Seller shall deliver to Purchaser an annual financial statement of the Redemption Reserve, including its investment activity, which shall be prepared in conformity with general accounting principles and certified by the Department of Finance of Seller to Purchaser. Within thirty (30) days following the end of each quarter of each fiscal year during the term of this Agreement, Seller shall deliver to Purchaser quarterly financial statement of the Redemption Reserve, including its

investment activity, which shall be prepared in conformity with general accounting principles and certified by the Department of Finance of Seller to Purchaser. In the event Purchaser objects to the form or content of the statements prepared by the Department of Finance, then Purchaser shall have the right to obtain, at its sole cost and expense, an audited statement of the Redemption Reserve prepared by any one of the ten (10) largest public accounting firms in the United States chosen by Purchaser in its sole discretion. The Department of Finance shall cooperate with said accounting firm in its preparation of the audited statement. In the event the audited statement reveals material inaccuracies in the statement provided by Seller, then Seller shall pay for all costs of the audited statement.

- (c) Adjustment to Payments into Redemption Reserve Based on Investment Experience. At any time during the term of this Agreement that Purchaser determines, based on the statements provided under Subparagraph 3(b) above, that the funds on deposit in the Redemption Reserve (including accumulated income thereon) plus the interest (calculated at 8% per annum) attributable to that amount for the period from the date of such calculation to January 1, 1993 are at least equal to the Redemption Amount, then Purchaser shall continue to make payments into the Redemption Reserve, but any amount which accumulates in that reserve (including accumulated income thereon) in excess of the Redemption Amount as a result of such continued payments shall be used for prepayment of the Purchase Price pursuant to Paragraph 4 below. Purchaser shall have the unlimited right to make prepayments into the Redemption Reserve. The calculation made by Purchaser pursuant to this Subparagraph 3(c) shall be based on the most current quarterly statement provided to Purchaser by Seller pursuant to Subparagraph 3(b) above in conformity with generally accepted accounting principles. In the event Seller shall disagree with Purchaser's calculation, Seller shall obtain a written calculation consistent with the provisions of this Subparagraph 3(c) prepared by the outside, independent accounting firm that provides general audit services to Seller at the time of such calculation. The calculation prepared by the auditor of Seller shall be dispositive. Purchaser shall cease making Annual Payments and a prepayment of the Purchase Price pursuant to Paragraph 4 below shall occur at such time that the funds on deposit in the Redemption Reserve (including accumulated income thereon) equals the prepayment amount provided in Paragraph 4 below or an amount paid by Purchaser as a partial prepayment plus the funds on deposit in the Redemption Reserve (including accumulated income thereon) equals the prepayment amount provided in Paragraph 4 below.

4. Purchaser's Right to Prepay the Purchase Price. At any time during the term of this Agreement Purchaser shall have the right (i) to make partial prepayments of the Purchase Price as permitted in Subparagraph 3(c) above or (ii) to prepay the entire balance of the Purchase Price outstanding subject to the conditions stated in this Paragraph 4. Except for partial prepayments permitted under Subparagraph 3(c) above, which shall not require notice, Purchaser shall give Seller no less than thirty (30) days prior written notice of its intention to prepay the Purchase Price. The notice shall state the amount of the prepayment of the Purchase Price and shall set a date of payment which shall be no less than thirty (30) days following the date of the notice with the place of such payment to be

the Department of Finance of Seller. The prepayment amount of the Purchase Price shall be sum of (i) the present value (based on 8% per annum) of the sum of the unpaid principal and interest as such figures are stated in Exhibit "C" as of the date of prepayment through January 1, 1993 and (ii) the present value (based on 8% per annum) of the Redemption Amount minus the funds on deposit (including accumulated income thereon) in the Redemption Reserve. The calculation of present value shall be made in accordance with generally accepted accounting principles and shall be acceptable to Purchaser and Seller. In the event either party objects to the calculation of present value, then the outside, independent accounting firm that provides general audit services to Seller at the time of the prepayment calculation shall make the calculation consistent with the provisions of this Paragraph 4 and its calculation shall be dispositive. The prepayment amount shall be paid in the form prescribed by Paragraph 2 above. The prepayment amount plus the total of all payments previously paid by Purchaser to Seller under the terms of this Agreement shall be referred to as the "Adjusted Purchase Price".

5. Escrow. Within ten (10) days after written request made upon Seller by Purchaser, but not later than thirty (30) days prior to the "Closing Date," as hereinafter defined, the parties, through their respective attorneys, shall establish an escrow (the "Escrow") with Chicago Title and Trust Company (the "Escrowee") for the purpose of closing the transaction contemplated by this Agreement. For the purposes of this Agreement the "Closing Date" shall be July 10, 1992 or the date of any prepayment of the Purchase Price made pursuant to Paragraph 4 above and shall take place at the offices of the Escrowee. The Escrow instructions shall conform with the provisions of the usual form of instructions for Deed and Money Escrows then in use by the Escrowee with such additional provisions included therein as may be required to conform with the terms of this Agreement. Purchaser and Seller hereby authorize and direct their respective attorneys, Reuben & Proctor, as attorneys for Purchaser, and Corporation Counsel of Seller to execute such Escrow instructions and any other documents incidental to the creation of the Escrow. It is the intention of the parties that the terms of this Agreement shall control the Escrow instructions. The Escrow instructions shall be substantially as follows:

(a) Seller shall deposit in the Escrow on or before the Closing Date:

- (i) The quitclaim deed referred to in Paragraph 1 above from Seller to Purchaser.
- (ii) A blanket assignment of any leases and occupancy agreements with respect to the Property executed by Seller along with the original copies of said leases and occupancy agreements.
- (iii) A blanket Bill of Sale from the Seller for any items of personal property owned by Seller and used in connection with the ownership or operation of the Property.
- (iv) A blanket assignment of any service, maintenance, management, and similar executory contracts, governmental permits and licenses, and service and repair warranties and guaranties relating to the ownership or operation of the Property along with the original copies of such contracts, permits, warranties and guaranties to the extent available.

- (v) A certificate from Seller to Purchaser certifying that each of the representations and warranties contained in Subparagraph 9(b) below are, as of the Closing Date, true and correct; or, if any such representation or warranty is not then true and correct, certifying the respects in which it is not true and correct.
- (vi) All plans, specifications and blueprints relating to the Property to the extent available and under Seller's immediate control.
- (vii) An Affidavit of Title executed by Seller.
- (viii) An A.L.T.A. Statement and any other documents required by the Title Company, as hereinafter defined, prior to issuance of a title insurance policy in the form described in Paragraph 6 below.

All documents deposited pursuant to this Subparagraph 5(a) shall be subject to the prior approval of Purchaser's attorneys. Said approval shall not be unreasonably withheld or delayed.

- (b) Purchaser shall deposit in the Escrow on or before the Closing Date:
 - (i) Two Million Eight Hundred Seventy-seven Thousand Two Hundred Sixty-six and no/100 (\$2,877,266.00) Dollars or the Adjusted Purchase Price in the case of a prepayment made pursuant to Paragraph 4 above.
 - (ii) An A.L.T.A. Statement.
 - (iii) A deed reconveying the Property to Seller.

All documents deposited pursuant to this Subparagraph 5(b) shall be subject to the prior approval of Seller's attorneys. Said approval shall not be unreasonably withheld or delayed.

- (c) Seller and Purchaser shall deposit in the Escrow two (2) executed copies of local and state transfer declarations, if this transaction is not exempt from those taxes.
- (d) The Escrow shall provide for payment by Seller of:
 - (i) State of Illinois documentary stamp tax or any similar or substitute tax at the time of recording of the quitclaim deed, if required.
 - (ii) Title expenses to and including the date of recordation of quitclaim deed, exclusive of charges customarily attributable to a purchaser.
 - (iii) One-half (1/2) of the Deed and Money Escrow charges.
- (e) The Escrow shall provide for payment by Purchaser of:

- (i) City of Chicago documentary stamp tax or any similar or substitute tax at the time of recording of the quitclaim deed, if required.
 - (ii) One-half (1/2) of the Deed and Money Escrow charges.
 - (iii) Customarily buyer's charges including recordation of quitclaim deed and date down examinations.
- (f) The Escrow shall provide for the following:
- (i) In the event of a default by Purchaser of its obligations under Subparagraph 5(b) hereof or the existence of unpermitted title exceptions that Purchaser does not waive discovered following the recording of the warranty deed, Seller may unilaterally direct the Escrowee to record the reconveyance deed described in Section (iii) of Subparagraph 5(b) above with the Recorder of Deeds, Cook County, Illinois.
 - (ii) Once purchaser has made its payment as required under Section (i) of Subparagraph 5(b) above, the quitclaim deed shall be recorded with the Recorder of Deeds, Cook County, Illinois. An examination of title shall be conducted by the Title Company, as hereinafter defined, to cover the recording of the quitclaim deed. When the examination of title is completed and the Title Company is prepared to issue title insurance in the form required by Paragraph 6 below, the funds deposited into the Escrow shall be paid to Seller and the documents shall be delivered to Purchaser.

6. Title Insurance. Seller has delivered to Purchaser's attorney Chicago Title Insurance Company (the "Title Company") Title Commitment No. 69-79-581 dated March 19, 1985 and shall deliver or cause to be delivered to Purchaser's attorney no later than ten (10) days preceding the Closing Date a title commitment for an A.L.T.A. Owner's Policy issued by the Title Company [which commitment may be in nominal amount of Five Thousand Dollars (\$5,000.00) but shall be increased by Seller to the amount of the Purchase Price or the Adjusted Purchase Price, if a prepayment is made, on or prior to the Closing Date] covering title to the Property on a date no earlier than thirty (30) days prior to the Closing Date, showing title in the Seller subject only to (i) Permitted Title Exceptions and (ii) title exceptions which may be removed by the payment of money at the time of closing and which Seller or Purchaser may so remove at that time by using the funds to be paid on the Closing Date. If the title commitment discloses title exceptions other than Permitted Title Exceptions, Seller shall have thirty (30) days from the date of delivery thereof to have these exceptions removed from the commitment or to have the Title Company issue its extended coverage endorsements insuring against damage caused by such exceptions. If Seller fails to have these exceptions removed or insured against within this time, Purchaser, upon notice to Seller within seven (7) days after the expiration of said thirty (30) day period shall, if possible, cause the Title Company to issue its extended coverage endorsements insuring against damage caused by such exceptions, with the right to deduct from the Purchase Price (including payments previously made) the cost of obtaining a release of items or encumbrances of a definite or ascertainable amount or the cost of the premiums for

extended coverage endorsements over such items or encumbrances, as the case may be. If Purchaser cannot obtain such coverage this Agreement, at Purchaser's option, shall be terminated and all payments made by Purchaser to Seller of the Purchase Price shall be refunded to Purchaser and this Agreement shall be null and void.

7. Memorandum of Agreement: Ordinances Authorizing Transaction and Opinion Letter. Upon the execution and delivery of this Agreement by the parties (the "Execution Date"), Seller shall deliver an executed Memorandum of Agreement to Purchaser in the form attached hereto as Exhibit "D" and by this reference made a part hereof. Purchaser shall have the right to record the memorandum with the Recorder of Deeds, Cook County, Illinois. At the same time, Seller shall deliver to Purchaser (i) a copy of a duly enacted ordinance of the Seller authorizing this transaction which is certified by the Clerk of the City Council and (ii) an opinion letter from Corporation Counsel of Seller which gives a favorable opinion regarding those matters contained in Subparagraph 9(b) below.

8. Survey. Within thirty (30) days following the Execution Date, Seller shall deliver to Purchaser, at Seller's sole cost and expense, a spotted plat of survey of the Property dated after the Execution Date of this Agreement prepared by a duly registered Illinois land surveyor in compliance with A.L.T.A. standards showing all improvements on the Property, and that they are within its lot lines and that there are no encroachments of improvements from or onto adjoining properties. The survey shall be certified to Purchaser and the Title Company and shall also certify to Purchaser and Seller the total square footage within the lot lines of the Property. In the event the use of the amount of the square footage certified by the surveyor would result in the calculation of an amount different from that stated in Subparagraph 1 (a) above then the amount stated in that subparagraph shall be adjusted by the square footage amount certified in this Paragraph 8, and the Purchase Price shall be adjusted accordingly.

9. Representations and Warranties of Purchaser and Seller.

(a) Purchaser represents and warrants to Seller as follows:

- (i) Purchaser is a political subdivision, body politic and municipal corporation of the State of Illinois; Purchaser has full power to purchase the Property and to perform its obligations under this Agreement; the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action and is not in conflict with any provisions of law of the State of Illinois or bylaws of Purchaser; and this Agreement constitutes a legal and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.
- (ii) No approval, authorization, consent or agreement of any person, corporation, business entity or governmental body is required for the performance by Purchaser of the transactions contemplated by this Agreement.
- (iii) Purchaser's execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this

Agreement are not and will not conflict with or result in a breach of the terms, conditions or provisions of any agreement or instrument to which Purchaser is now a party or by which it is bound or constitute a default under any such agreement or instrument or result in the creation of a lien, claim, charge or encumbrance on the Property other than a Permitted Title Exception.

(b) Seller represents and warrants to Purchaser as follows:

- (i) Seller is a political subdivision, body politic and municipal corporation of the State of Illinois; Seller has full corporate power to sell the Property and to perform its obligations under this Agreement; the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action and is not in conflict with any provision of law of the State of Illinois or Seller or the charter of Seller; and this Agreement constitutes a legal and binding obligation of Seller enforceable against Seller in accordance with its terms.
- (ii) Other than the ordinance authorizing this transaction, no approval, authorization, consent or agreement of any person, corporation, business entity or governmental body is required for the performance by Seller of the transactions contemplated by this Agreement.
- (iii) Seller's execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement are not and will not conflict with or result in a breach of the terms, conditions or provisions of any agreement or instrument to which Seller is now a party or by which it is bound or constitute a default under any such agreement or instrument or result in the creation of a lien, claim, charge or encumbrance on the Property other than a Permitted Title Exception.
- (iv) Except for verbal and written agreements with Purchaser, there are no licenses, permits or agreements, verbal or written, which relate to the use or occupancy of any part of the Property.
- (v) Seller and its agents have no knowledge of any existing or potential pollution, health, safety, building or zoning code violations affecting the Property which are pending, undisposing or threatened. Seller further represents that it and its agents have no knowledge of the intention of any governmental authority concerning the possible widening of streets abutting the Property or concerning the imposition of any special taxes or assessments upon the Property.
- (vi) No labor, materials or services have been furnished to the Property by or at the direction of Seller.

- (vii) To Seller's best knowledge, there is no pending litigation or like proceedings before any court or governmental agency which, if successfully pursued, could result in any adverse change in the condition of the Property.
- (viii) The financial data attached hereto as Exhibit "E" attached hereto and by this reference made a part hereof is true, accurate and complete.

Prorations. Seller is a tax exempt entity and, therefore, no proration of general or special real estate taxes is necessary. To the extent that any interest in the Property is subject to taxes, Seller shall take such action as is necessary to pay or remove such taxes prior to the Execution Date. Although Purchaser is also a tax exempt entity, Purchaser shall be responsible from and after the Execution Date for any taxes which relate directly or indirectly to the Property or any interest therein. Purchaser has been responsible for all operating costs and maintenance expenses since January 1, 1983, therefore, the items customarily prorated should not exist. If, however, such items should exist they will be the subject of proration through the Execution Date.

11. Duties of Purchaser.

(a) Taxes.

- (i) **Payment of Taxes.** Seller and Purchaser acknowledge that the Property is exempt from all real estate taxes and neither the Property nor its use by Purchaser is subject to any other tax, assessment, charge or levy imposed by an federal, state, local or other governmental body or taxing authority (collectively "Taxes"). In the event any Taxes are imposed upon the Property as a result of Purchaser's use and occupancy of the Property, then Purchaser shall pay any such Taxes attributable to the period from and after the Execution Date during the term of this Agreement. Purchaser shall deliver to Seller duplicate receipts or photostatic copies of receipts for the payment of Taxes upon the making thereof; provided, however, that Purchaser shall not be required to pay Taxes as long as Purchaser shall contest the same as provided in Section (ii) of this Subparagraph 11(a). Seller shall reimburse Purchaser *pro rata* for any Taxes paid by Purchaser which extend to or cover a period prior to the Execution Date.
- (ii) **Tax Protest.** Purchaser shall have the right at any time, and from time to time, to file claims for refund, institute suit or take any other action for the purpose of recovering any Taxes paid by Purchaser in its own or Seller's name. All funds recovered as a result of any such claim, suit or proceeding shall belong to Purchaser and all costs in connection therewith shall be paid by Purchaser.

(b) Water, Sewer, Gas, Electric and Other Utility Charges.

- (i) **Payment of Water, Gas, Electric and Other Utility Charges.** From and after the Execution Date during the term of this Agreement, Purchaser

shall pay all water and sewerage charges or rents, gas, electricity and any other utility charges or costs incurred in connection with the use and occupancy by Purchaser of the Property.

- (ii) Utility Charges Protest. Purchaser shall have the right at any time, and from time to time, to file claims for refund, institute suit or take any other action for the purpose of recovering any charge or cost paid for utilities by Purchaser in its own or Seller's name. All funds recovered as a result of any such claim, suit or proceeding shall belong to Purchaser and all costs in connection therewith shall be paid by Purchaser.
- (c) Insurance. From and after the Execution Date during the term of this Agreement, Purchaser, at its sole cost and expense, shall keep all improvements located upon the Property insured in the manner stated in this Subparagraph 11(c) for the mutual benefit of Seller and Purchaser and Seller shall be an additional named insured on all policies obtained by Purchaser pursuant to this Subparagraph 11(c). In the event the improvements located upon the Property shall increase in value, by reason of additional construction or the passage of time, Purchaser shall increase the amount of insurance coverage. The insurance coverage shall include policies for All Risk Physical Damage with a limit of \$34,022,279, Boiler Insurance with a limit of \$2,500,000 per incident and an Art Floater with a limit of \$155,000, with clauses attached to all policies in favor of and in form reasonably satisfactory to Seller and Purchaser. Purchaser shall be responsible for the cost of insurance coverage for Comprehensive General Liability and Material and Equipment stored or in transit.
- (d) Good Repair and Mechanics' Liens. Purchaser shall keep the Property in good repair and shall neither suffer nor commit any waste (except as permitted under Paragraph 13). Purchaser shall not suffer or permit any mechanics' lien or other lien to attach to or be against the Property; provided, however, that Purchaser shall provide security for the payment of such lien that is acceptable to Seller at any time that a lien claimant files suit to foreclose a lien.
- (e) Hold Harmless. Purchaser and its successors, agents assigns, contractors, and subcontractors agree that it shall indemnify and hold Seller harmless from and against all claims, damages, losses and expenses, including attorneys fees arising out of Purchaser's use and occupancy of the Property. Upon written notice from Seller, Purchaser shall defend Seller against any such claim or cause of action at its sole cost and expense, including attorneys fees. Purchaser agrees to pay any judgment, costs, damages, interest and expenses which may be charged against Seller as a result of Purchaser's use and occupancy of the Property. Any final judgments rendered against Seller for any cause for which Purchaser is liable hereunder shall be conclusive as to liability and amount.

12. Possession. From and after the Execution Date Purchaser shall have possession of and the exclusive right to control the Property. This right of possession and control shall include the right of Purchaser to enter into agreements with third parties regarding the operation and use of the Property. Purchaser shall obtain all necessary authorizations and

permits from city, state and federal authorities. Purchaser may enter into leases, licenses or other use agreements with respect to the occupancy of the Property and the Seller hereby agrees to the execution of such agreements and agrees to be bound thereby; provided that such lessees, licensees or users perform all of the conditions and terms of their respective agreements and such agreements are upon commercially reasonable terms. Seller shall reasonably cooperate in any acts necessary to exercise the rights granted to Purchaser by this Paragraph 12.

13. Construction Upon the Property by Purchaser.

- (a) Right to Construct Improvements Upon the Property. From time to time during the term of this Agreement, Purchaser shall have the right to construct improvements (the "Improvements") upon the Property pursuant to plans and specifications which have been reviewed and approved by Seller, such approval shall not be unreasonably withheld. The Improvements shall be completed in a good and workmanlike manner substantially in accordance with the approved plans and specifications and in compliance with the building and zoning laws of the City of Chicago, Illinois and with the laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof.
- (b) Government Permits. Construction of the Improvements shall not be undertaken until Purchaser shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction.
- (c) Payment for the Improvements; Insurance Coverage. The cost of the Improvements shall be paid promptly so that the Property and the Improvements shall at all times be free of liens for labor and materials supplied to Purchaser. Prior to the Commencement of the construction of the Improvements, Purchaser shall require all contractors working on the Improvements to obtain worker's compensation and employers' liability insurance covering all persons employed in connection with the construction of the Improvements and with respect to whose death or injury claims could be asserted against Seller, the Property or the Improvements, or any of them and general public liability insurance and property damage insurance in forms and coverage required under Subparagraph 11(c) above for the mutual benefit of Seller and Purchaser shall be maintained by Purchaser at Purchaser's sole expense at all times when construction of the Improvements is in process.

14. Authority Granted to Purchaser to Act as Seller's Agent. Seller hereby designates and authorizes Purchaser to act as its agent in applying for (i) a planned development under the provisions of the Chicago Zoning Ordinance, (ii) permission from the Chicago Plan Commission to construct certain improvements within the Lake Michigan and Chicago Lakefront Protection District as required under the provisions of the Lake Michigan and Chicago Lakefront Protective Ordinance, and (iii) any permits, requests for approvals or licenses or any other requests required in connection with the foregoing. Seller further designates and authorizes Purchaser to act as its agent in submitting any

documentation reasonably required in connection with the above-described submittals. All documents executed or submitted by Purchaser pursuant to the above-described authority shall be subject to the review and approval of Seller, provided that such approval shall not be unreasonably withheld.

15. Default by Purchaser.

- (a) In the event Purchaser shall fail to make any of the payments, or any part thereof, or perform any of Purchaser's covenants hereunder, Seller shall give Purchaser thirty (30) days from the date of written notice to cure any monetary default under this Agreement. Seller shall give Purchaser sixty (60) days from the date of written notice to cure any nonmonetary default under this Agreement.
- (b) In the event Purchaser shall fail to cure any default after notice by Seller as provided in Subparagraph 15(a) above, this Agreement shall, at the option of Seller, be declared null and void and in such event Seller shall have the right to reenter and take possession of the Property.
- (c) In the event this Agreement shall be declared null and void by Seller by reason of any uncured default, breach or violation by Purchaser of any of the provisions of this Agreement, Seller may, at its option, retain all payments made by Purchaser as liquidated damages. Upon a declaration of default as provided in Subparagraph 15(b) above, Seller shall have the right to demand and receive from Purchaser a release of the memorandum recorded pursuant to Paragraph 7 above, with such release to be in form and content satisfactory to Seller.
- (d) In the event of the termination of this Agreement by lapse of time, forfeiture or otherwise, all improvements, whether finished or unfinished, which may be put upon the Property by Purchaser shall belong to and be the property of Seller without liability or obligation on Seller's part to account to Purchaser therefor or for any part thereof.
- (e) The remedy of forfeiture herein given to Seller shall be the exclusive remedy of Seller.

16. Default by Seller. Except as limited herein, in case of default or breach of any of the provisions of this Agreement by Seller, Purchaser shall have the right to maintain and prosecute any remedy at law or equity.

17. Transfer of Title. No legal right, title or interest, in the Property, or any part thereof, shall vest in Purchaser until the delivery of the quitclaim deed aforesaid by Seller until the full payment of the Purchase Price or, in the case of a prepayment made pursuant to Paragraph 4, the Adjusted Purchase Price. From and after the Execution Date, Purchaser shall have an equitable interest in the Property as long as no uncured defaults exist under any of the provisions of this Agreement.

18. Notices. All notices required or permitted herein shall be in writing, signed by Seller or Purchaser or their respective duly authorized agents or attorneys. Notices shall be effective upon receipt by the intended recipient delivered personally or, if mailed, on the

date following the date deposited in the U.S. Mail, registered or certified, all postage prepaid and return receipt requested, at the following respective addresses (or to such other addresses as either party may designate in writing):

Notice to Seller:

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Law Department

Notice to Purchaser:

Metropolitan Fair and Exposition
Authority
2301 South Lake Shore Drive
Chicago, Illinois 60616

Attention: Law Department

19. Miscellaneous.

- (a) Time shall be of the essence of the Agreement.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the parties have caused this Agreement to be executed the day and year first above written.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, a Notary Public in and for and residing in said County and State, Do Hereby Certify that Harold Washington and _____, as Mayor and Clerk of the City Council of the City of Chicago, a political subdivision, body politic and municipal corporation of the State of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Clerk of the City Council, appeared before me this date in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of the City of Chicago for the uses and purposes therein set forth; and the said Clerk of the City Council acknowledges that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

Given under my hand and notarial seal this _____ day of _____, 1986.

Notary PublicMy Commission Expires:

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Christine A. Harper, a Notary Public in and for and residing in said County and State, Do Hereby Certify that James J. Brice and Charles A. Tribbett, III, as Chairman and Secretary of the Metropolitan Fair and Exposition Authority, a municipal corporation organized and existing under the laws of the State of Illinois, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Chairman and Secretary, appeared before me this date in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and the said Secretary acknowledged that he, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for said uses and purposes.

Given under my hand and notarial seal this 23rd day of January, 1986.

(Signed) CHRISTINE A. HARPER
Notary Public

My Commission Expires: 4/5/86

Exhibit "A"

Legal Description

PARCEL 1:

All of Block 2 of Walker Brothers Addition to Chicago, being a Subdivision of the North East Fractional 1/4 of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, together with vacated Lake Park Avenue adjoining said Block 2 and including all vacated alleys in said Block 2 (except from the foregoing that part thereof described as follows: *Commencing at the intersection of the South line of East 23rd Street with the East line of South Park Avenue; thence Easterly along the South line of 23rd Street and extension thereof Easterly 123.35 feet; thence Southwesterly on a straight line to a point in the East line of South Park Avenue, 53 feet South of the South line of 23rd Street, measured along the Easterly line of South Park Avenue; thence Northerly along the East line of South Park Avenue to the place of beginning*), in Cook County, Illinois; also

PARCEL 2:

Those vacated parts of East 24th Street and South Lake Park Avenue, described as follows: Beginning at the point of intersection of the Southwesterly line of the right of way of the Illinois Central Railroad with the south line of Lot 24 in Block 2 in Walker Brothers Addition to Chicago in the Northeasterly Fractional 1/4 of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian, produced East; thence Southeasterly along the Southwesterly line of the Right of Way of the Illinois Central Railroad, a distance of 178.85 feet; thence Northwesterly to a point on the North line of Lot 1 in Block 3 in Walker Brothers Addition to Chicago aforesaid, produced East, at a point 17.73 feet West of the Southwesterly line of right of way of the Illinois Central Railroad as measured on the North line of said Lot 1 produced East; thence Northwesterly to a point on the South line of said Lot 24 in Block 2 in Walkers Brothers Addition to Chicago, aforementioned, produced East, at a point 33.38 feet West of the Southwesterly line of the right of way of the Illinois Central Railroad as measured on the South line of said Lot 24, produced East; thence East along the South line of said Lot 24 produced East, a distance of 33.38 feet to the point of beginning, all in Cook County, Illinois.

Exhibit "B"

Permitted Title Exceptions

Title exceptions shown on Schedule B of Chicago Title Insurance Company Commitment Number 69-79-581 dated March 19, 1985 as Numbers 4, 5, 6, 7 and 8.

Exhibit "C"

Components of Annual Payment.

Payment Year	Principal and Interest	Redemption Reserve
1983	\$2,196,000	\$691,266
1984	1,835,920	1,051,346
1985	1,816,920	1,070,346
1986	1,796,920	1,090,346
1987	1,776,920	1,110,346
1988	1,754,920	1,132,346
1989	1,731,920	1,155,346
1990	1,708,920	1,178,346
1991	1,685,920	1,201,346

Payment Year	Principal and Interest	Redemption Reserve
1992	<u>1,661,920</u>	<u>1,225,346</u>
	\$17,966,280	\$10,906,380

*Exhibit "D".**Memorandum of Articles of Agreement
for Deed for Donnelley Hall.*

This Memorandum is made as of January 10, 1986 by and between the City of Chicago, a political subdivision, body politic and municipal corporation of Illinois ("Seller") and the Metropolitan Fair and Exposition Authority, political subdivision, body politic and municipal corporation of Illinois ("Purchaser").

Seller and Purchaser have entered into Articles of Agreement for Deed for Donnelley Hall dated as of the date of this Memorandum (the "Articles"). Under the terms of the Articles, Seller agreed to sell and Purchaser agreed to purchase certain real property located in Chicago, Illinois which is commonly known as Donnelley Hall (the "Building") which is legally described on Exhibit "A" attached hereto and by this reference made a part hereof. The Articles also provide that Purchaser shall have the right to continue to occupy the Building from and after January 10, 1986; provided, that it fully performs its obligations under the Articles. In addition, Purchaser has the right to receive a quitclaim deed from Seller for the Building upon the complete performance of Purchaser's obligations under the Articles. A complete copy of the Articles is available for examination during regular business hours at the offices of Purchaser, 2301 South Lake Shore Drive, Chicago, Illinois 60616.

In Witness Whereof, the City of Chicago and the Metropolitan Fair and Exposition Authority have caused this Memorandum to be signed and their corporate seals affixed by their respective duly authorized officers as of the date first above written.

[Signature forms omitted for printing purposes.]

SECTION 4. At such time as the purchase price is paid in full in accordance with the terms and conditions of the Articles of Agreement for Deed the Mayor is authorized to execute a quitclaim deed conveying Donnelley Hall to the Metropolitan Fair and Exposition Authority, or its successor in interest, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 5. The Mayor is further authorized to execute a memorandum of Articles of Agreement for Deed which shall be in a form which may be recorded and other documents which may be necessary to effectuate the foregoing sale subject to the approval of the Corporation Counsel.

SECTION 6. This ordinance shall take effect immediately upon its passage.

ACQUISITION OF PROPERTY LOCATED AT 5225 SOUTH
WESTERN AVENUE FOR USE BY DEPARTMENT OF
STREETS AND SANITATION.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acquisition of land located at 5225 South Western Avenue to be used by the Department of Streets and Sanitation.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago adopted an ordinance on November 6, 1985, which determined that it was necessary and advantageous for the City to acquire a parcel of land commonly known as 5225 South Western Avenue, Chicago, as legally described below and authorized the Corporation Counsel to negotiate with the owners for the purchase thereof; and

WHEREAS, Said parcel is to be acquired for the storage of materials and use by the Department of Streets and Sanitation; and

WHEREAS, Pursuant to said ordinance the Corporation Counsel has negotiated with the owners of said parcel and arrived at a figure satisfactory to the Department of Streets and Sanitation; and

WHEREAS, The City Council has reviewed the material submitted by the Department of Streets and Sanitation and finds the purchase figure well within the budgeted allocation for said parcel; now, therefore,

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

SECTION 1. That the negotiated price submitted by the Corporation Counsel of Five Hundred Seventy-eight Thousand Dollars (\$578,000.00) is hereby approved for the purchase of the property legally described on Exhibit A attached hereto.

SECTION 2. That the Corporation Counsel is authorized to enter into an escrow agreement and to execute all documents necessary or required to implement the acquisition of said parcel.

SECTION 3. That the monies for said acquisition be obtained from Department of Streets and Sanitation Fund Activity Account 456-6258-610.

SECTION 4. That this ordinance shall be effective ten days after its passage and publication.

Exhibit A attached to this ordinance reads as follows:

Exhibit A

That Part of Lots 4 to 45, Inclusive, Except Parts Taken for Railroad And South Western Avenue Boulevard, In Block 11 in Melton's Subdivision Of Blocks 9, 10, 11, And 12 In Iglehart's Subdivision Of The South West 1/4 of Section 7, Township 38 North, Range 14 East Of The Third Principal Meridian, Together With Lots 14 And 15, Except Parts Taken For Railroad And South Western Avenue Boulevard, In Said Iglehart's Subdivision Described As Follows:

Beginning At The South East Corner Of West 52nd Street And South Western Avenue Boulevard, Said Corner Being The Point Of Intersection Of The North Line Of Said Lot 45 And the East Line Of South Western Avenue Boulevard, Being A Line Drawn Parallel With And 200 Feet East Of The West Line Of Aforesaid Lots 11, 14 And 15 In Iglehart's Subdivision (Being The East Line Of Part Conveyed To The South Park Commissioners); Thence South Along Said East Line, A Distance Of 443 Feet 1 Inch (443.08 Feet) To Its Intersection With A Line Drawn 7 Feet 6-1/2 Inches (7.54 Feet) South Of The South Face Of A Brick Manufacturing Building And The Same Extended, To West And East; Thence East Along Said Line, A Distance Of 885 Feet 4 3/4 Inches (885.40 Feet); Thence Northeasterly On A Curved Line, Convexed To The South East And Having A Radius Of 291 Feet 9 5/8 Inches (291.80 Feet), A Distance Of 52 Feet 11 7/8 Inches (52.99 Feet) Arc, To A Point On The West Line Of That Part Of Said Lot 15, Conveyed To The Baltimore And Ohio, Chicago Terminal Railroad, By Deed Recorded February 17, 1915 As Document Number 5578699; Thence North Along Said West Line, A Distance Of 108 Feet 0 1/8 Inch (108.01 Feet) To The Line Between Aforesaid Lots 14 and 15; Thence East Along Said Line, A Distance Of 39 Feet 6 3/4 Inches (39.56 Feet) To The Westerly Line Of That Part Of Said Lot 14, Conveyed To The Baltimore And Ohio, Chicago Terminal Railroad, By Deed Recorded September 18, 1925 As Document Number 9038433, Thence Northeasterly Along Said Westerly Line, Being A Curved Line Conveyed To The East And Having A Radius Of 322 Feet 10 1/2 Inches (322.87 Feet), A Distance Of 139 Feet 6 Inches (139.50 Feet) Arc, Thence Continuing Along Said Westerly Line On A Straight Line, A Distance Of 30 Feet To The South Line of Aforesaid Lot 4 In Melton's Subdivision, Being The South Line Of Aforesaid Lot 11; Thence West Along Said Line, A Distance Of 3 Feet To A Point On The West Line Of That Part Of Said Lots 4 And 5 Conveyed To The Baltimore And Ohio, Chicago

Terminal Railroad, By Document No. 9038434, Recorded September 18, 1925; Thence North Along Said West Line, Being A Line Drawn Parallel With And 21 Feet West Of The East Line Of Said Lot 4, Distance of 61 Feet 4 1/4 Inches (61.35 Feet); Thence Continuing Along Said West Line, In A Northwesterly Direction, A Distance Of 75 Feet To A Point On The North Line Of Aforesaid Lot 5, 28 Feet West Of The East Line Of Said Lot 4, Said North Line Being The South Line Of West 52nd Street; Thence West Along Said South Line, Being The North Line Of Lots 5 To 45 Inclusive In Said Melton's Subdivision, A Distance Of 991 Feet To The Point Of Beginning In Cook County, Illinois.

APPROVAL OF RENEWAL LEASES FOR VARIOUS CITY
AGENCIES AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith granting approval of renewal leases to the City of Chicago.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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):

Department of Police/Beat Representative Program.
2342 -- 2343 East 71st Street.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from F.M.L. Manufacturers Brokers, Inc., as sole beneficiaries, under Beverly Bank Trust, Trust No. 8-7589 dated September 20, 1983, for approximately 1,140 square feet of office space on the first (1st) floor located at 2341 -- 2343 East 71st Street for use by the Department of Police/Beat Representative Program, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 37899 of this Journal.]

LEASE-Short Form Lease No. 12022

Form C O N. 10

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 19 _____, between F.M.L. Manufacturers Brokers Inc, as sole beneficiaries under Beverly Bank Trust, Trust No. 8-7589 Dated September 20, 1983
 _____, as Lessor,
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 1,140 square feet on the first (1st) floor for use as an area center for the Peat Representative Program, Department of Police located at 2341-43 East 71st Street.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 19 86 and ending on the 31st day of July A. D. 19 88. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 2306 E. 75th Street, Chicago, Illinois 60649 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached

Hereto and Made a Part Hereof
 Provisions See Rider Attached Hereto and Made a part
 Hereof
 Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made a
 Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
 Chief Assistant Corporation Counsel
 Supervisor of Leasing _____
 Real Estate Agent

F.M.L. Manufacturers Brokers Inc., as sole beneficiary under Beverly Bank Trust, Trust No. 8-7589, Dated September 20, 1983

By _____
 Comptroller,

Approved _____
 Superintendent, Department of Police

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Lease, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Five Hundred Twenty-three and no/100 Dollars (\$523.00) per month for the period beginning on the 1st day of August, 1986 and ending on the 31st day of July, 1988.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller F.M.L. Manufacturers Brokers, Inc., 2306 E. 75th Street, Chicago, Illinois 60649.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide hot and domestic water and maintain plumbing in good operable condition.

Provide one sleeve type air-conditioning unit and maintain said air conditioning unit in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for window air- conditioning.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper basket, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon ten (10) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

*Department of Health.
4942 West Division Street.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from St. Anne's Hospital of Chicago, Inc., as Lessor: a one story masonry constructed building containing approximately 6,250 square feet of office space located at 4942 West Division Street. Also, an adjacent 25 foot wide fenced in lot with gravel surface having a total area of 3,111 square feet to be used for parking and storage. This facility to be used as a health center by the Department of Health, as Lessee: such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 37903 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

(Continued on page 37904)

12/10/86

REPORTS OF COMMITTEES

37903

LEASE-Short Form Lease No. 10015

Form O N 10

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between St. Anne's Hospital of Chicago, Inc._____, as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: A one story masonry constructed building containing approximately 6,250 square feet of office space located at 4942 West Division Street. Also, an adjacent 25 foot wide fenced in lot with gravel surface with a total area of 3,111 square feet to be used for parking and storage. This facility to be used as a health center by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 1986, and ending on the 31st day of May A. D. 1989. Lessee has the right to terminate this lease upon thirty (30) days prior written notice. Lessor has the right to terminate this lease upon six (6)

months prior written notice, said right only to be exercised on, or after May 31, 1987.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at c/o Timothy C. Toomey, 111 W. Washington St., Chicago, IL 60602, or at such other place as the Lessor from time to time in writing may appoint.

For Lessor to Lessee Notification Provisions see Rider attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee.

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Approved: _____
Supervisor _____
Chief Assistant Corporation Counsel
Real Estate

By: _____
St. Anne's Hospital of Chicago, Inc.
CITY OF CHICAGO

Approved: _____
Commissioner, Department of Health

By: _____
City Comptroller,

(Continued from page 37902)

Three Thousand Eight Hundred and no/100 (\$3,800.00) Dollars per month for the period beginning on the 1st day of June, 1986 and ending on the 31st day of May, 1987;

Four Thousand and no/100 Dollars (\$4,000.00) per month for the period beginning on the 1st day of June, 1987 and ending on the 31st day of May, 1989.

Rent is payable on the 1st day of each calendar month by the Office of the City Comptroller to St. Anne's Hospital, c/o Office of the Administrator, 4950 W. Thomas Street, Chicago, Illinois, 60651.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Paint entire premises prior to June 1, 1987.

Install fire extinguishers in attic areas prior to execution of Lease.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide for central air-conditioning unit in reception area when necessary for comfortable occupation of premises and maintain said air-conditioning unit in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc. but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including all maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for electricity as metered for central air conditioning, outlets and lights only.

Replace any broken plate glass on the first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial service which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Provide and pay for repairs for damage to said premises caused by acts of vandalism by Lessee's personnel or invitees.

Additional terms and conditions:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease upon ten (10) days notice by certified or registered mail to Lessor at address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums

required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

*Department of Health.
1971 West 111th Street.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Laurie B. Peterson, as sole beneficiary under Beverly Bank Trust, Trust No. 8-4250, as Lessor, for approximately 3,795 square feet of office space located at 1971 West 111th Street, for use by the Department of Health, as Lessee: such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 37907 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand Eight Hundred and no/100 Dollars (\$1,800.00) per month for a period beginning on the 1st day of October, 1986, and ending on the 30th day of September, 1988.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Beverly Hills Realty Co., 1911 West 103rd Street, Chicago, Illinois, 60643.

(Continued on page 37908)

12/10/86

REPORTS OF COMMITTEES

37907

Lease No. 10009

LEASE-Short Form

Form 1 of No. 18

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 19 _____ between Laurie B. Peterson, as sole beneficiary under Beverly Bank Trust, Trust
 NO. 8-4250, dated March 30, 1973

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee;
 as Lessor

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit: The entire building which consists of approximately
 3,795 square feet of office space located at 1971 West 111th Street for use as the Beverly
 Morgan Park Mental Health Center for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October
 A. D. 19 86 and ending on the 30th day of September A. D. 19 88 Lessee has the right to
 terminate this lease. Upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
 Beverly Hills Realty, 1911 W. 103rd., Chicago, IL 60643 or at such other place as the Lessor from time
 to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached
 Hereto and Made A Part Hereof. For Rental Payment
 Provisions See Rider Attached Hereto And Made A Part Hereof.
 payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax
 levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's
 own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall
 refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is author-
 ized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-
 sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the
 beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making
 repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and
 of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be
 regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior
 to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild
 said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease
 thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the
 date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of
 rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.
 Approved as to form and legality, except
 as to property description and execution.

Approved: _____
 Supervisor of Leasing
 Chief Assistant Corporation Counsel

By:

Laurie B. Peterson, as Sole Beneficiary
 Under Beverly Bank Trust, Trust No. 8-4250

By:

Comptroller,

(Continued from page 37906)

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs prior to execution of lease:

Replace rear door frosted window pane with wood.

Install handrail in rear stairwell.

Remove exhaust fan over rear stairwell and close hole; paint where necessary.

Replace broken window pane on second floor.

Repair drop ceiling in second floor large meeting room.

Repair clogged sink at northeast corner of second floor.

Paint entire premises within six (6) months from execution of lease.

Clean basement area on a quarterly basis.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for central air conditioning on the first floor; maintain plants and equipment in good operable condition on first floor only.

Provide hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Maintain exterior and interior of building, including maintenance of all mechanical components.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Comply with the provisions of the municipal building code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times public liability insurance of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution and naming the City as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for window air- conditioning.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Pay for its own water on said premises.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon ten (10) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

APPROVAL OF RENEWAL LEASES BETWEEN CITY OF CHICAGO
AND VARIOUS ORGANIZATIONS AND AGENCIES.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass four proposed ordinances transmitted therewith

granting approval of renewal leases between the City of Chicago and various organizations and agencies.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuller, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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):

Chicago Transit Authority.

79th Street and South Brandon Avenue.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease renewal between the City of Chicago, a municipal corporation, as lessor for City-owned vacant land at approximately 79th Street and South Brandon Avenue for use as a bus terminal and turnaround by the Chicago Transit Authority, as Lessee, such lease to be approved by the City Comptroller, and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 37911 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

Rider.

Additional Responsibilities of Lessor and Lessee:

Fifth: In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor, it shall be necessary to send a written or printed copy thereof by United States Registered or Certified Mail, Postage Prepaid, addressed to the Supervisor of Leasing, Department of Finance, 320 N. Clark Street, Suite 505, Chicago, Illinois,

(Continued on page 37912)

This Indenture, Made this _____ day of _____

A. D. 19 _____ Between City of Chicago, A Municipal Corporation _____
 _____ party of the first part and Chicago Transit Authority, A Municipal
 Corporation, Merchandise Mart Plaza, P.O. Box 3555, Chg., Ill. _____ party of the second part
 60654

Witnesseth, that the party of the first part has demised and leased to the party of the second part the
 premises, situated in _____ Chicago _____ County of _____ Cook _____
 and State of Illinois, known and described as follows:

A Vacant parcel of land on 79th Street beginning 440 East of the East line of
 South Brandon Avenue, Approximately 65 feet by 115 feet irregular shaped for
 use as a bus terminal and turnaround. Said property legally described in
 Exhibit "A" Attached Hereto and Made a Part Hereof.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the _____ 1st
 day of _____ July _____ A. D. 19 86 until the _____ 30th _____ day of _____ June _____

A. D. 19 91 . And the party of the second part in consideration of said demise, does covenant and agree with the
 party of the first part as follows: City of Chicago, Department of Finance
 121 North LaSalle Street, Rm. 107, Chicago, Illinois 60602

FIRST.—To pay to Lessor at _____
 as rent for said leased premises for said term the sum of _____ One and no/100 _____ Dollars
 Payable on or before July 1st of each year during the term hereof.
 (\$ 1.00) payable in advance in equal monthly installments upon the first day of each and every month during
 the term hereof.

SECOND.—That it has examined and knows the condition of said premises; and has received the same in
 good order and repair, and that he will keep said premises in good repair during the term of this lease, at Lessee's
 own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good
 condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written
 consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said de-
 mised premises, for and during the time for which this lease is granted.

For Additional Responsibilities of Lessor and _____
 Lessee See Rider Attached Hereto and Made a
 Part Hereof

~~The party of the second part hereby irrevocably constitutes _____ or any~~
 attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any
 of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial
 by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns
 for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party
 of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may
 be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty
 Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a
 consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of
 the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to
 forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, ter-
 minate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises
 by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply
 and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality
 except to property description
 and execution

Chief Assistant Corporation
 Counsel

Approved:
 City Comptroller

Chicago Transit Authority, A Municipal
 Corporation

BY:

Supervisor of Leasing, Real Estate

Chairman, Chicago Transit Authority

(Continued from page 37910)

60610, or at such other place as the Lessor from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

- Sixth: It is understood and agreed that the demised premises are to be used by the Lessee solely for the purpose of a bus terminal and turnaround and Lessor hereby grants permission to Lessee to maintain as presently installed improvements and paving necessary for such use.
- Seventh: Lessee shall not place any additional permanent structure or improvement upon said property without prior written consent of Lessor.
- Eighth: It is understood and agreed that this lease may be terminated by either the Lessor or Lessee at any time before the expiration of its terms by giving the other party sixty (60) days prior written notice.
- Ninth: Lessee agrees to indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the property of Lessor or injury to or death of any person, arising from Lessee's use of and occupation of and operations at said premises including acts of its agents, contractors, subcontractors. Any final judgments rendered against Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- Tenth: Lessee shall be responsible for the payment of all permit or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago in its use of said premises.
- Eleventh: Lessee shall pay any and all leasehold or use taxes on premises, if levied.
- Twelfth: The Lessor may enter upon the premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering upon premises.
- Thirteenth: Lessee shall comply at all times with the provisions of the Municipal Code in the use of said premises.
- Fourteenth: Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants. Lessee further agrees that the Lessor shall not be liable, and Lessee waives all claims for damage to property or injury to persons resulting from any act or omission of Lessor, its agent, employees or servants.

Fifteenth: Lessee shall not (a) assign or convey this lease or any interest under it, (b) allow any transfer hereof of any lien upon Lessee's interest by operation of law, (c) sublet the premises or any part thereof, (d) permit the use or occupancy of the premises or any part thereof by any one other than Lessee, without, in each and every case obtaining the prior, written approval of the Lessor.

Exhibit A attached to lease reads as follows:

Exhibit "A"

Attached to and becomes a part of lease between the City of Chicago, a municipal corporation as Lessor, and the Chicago Transit Authority, a municipal corporation, as Lessee for City-owned vacant property on 79th Street and South Brandon Avenue, Chicago, Illinois.

Legal Description of Demised Property to read as follows:

Beginning at a point of the south line of East 79th Street extended, 440 feet east of the east line of South Brandon Avenue; thence north 115 feet; thence east 45 feet; thence southeasterly to a point 65 feet east of said line marking the point of beginning and 85 feet north of said south line of East 79th Street extended; thence west 85 feet to the south line of East 79th Street extended; thence west 85 feet to the place of beginning, being in the west 1/2 of the southwest 1/4 fractional Section 29, Township 38 North Range 15 east of the Third Principal Meridian in Cook County Illinois.

*Ted Stempien Post 8821/Veterans of Foreign Wars.
South Tripp Avenue, West 51st Street and South Archer Avenue.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, as Lessor, a renewal of lease to Ted Stempien Post No. 8821, Veterans of Foreign Wars, as Lessee for a triangular parcel of City property bounded by South Tripp Avenue, West 51st Street, and South Archer Avenue, to be used as a War Memorial only; such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 37914 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Rider attached to this ordinance reads as follows:

(Continued on page 37915)

This Indenture, Made this _____ day of _____
 A. D. 19 81 Between City of Chicago, a Municipal Corporation
 party of the first part and
 Ted Stempien Post No. 8821, Veterans of Foreign Wars
 W. 51st Street and S. Archer Avenue party of the second part.
Witnesseth, that the party of the first part has demised and leased to the party of the second part the
 premises, situated in City of Chicago County of Cook
 and State of Illinois, known and described as follows:
 A triangular parcel of City property bounded by S. Tripp Avenue, W.
 51st Street, and S. Archer Avenue, to be used as a War Memorial only.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the First
 day of May A. D. 19 86 until the Thirtieth day of April

A. D. 19 91. And the party of the second part in consideration of said demise, does covenant and agree with the
 party of the first part as follows:

FIRST.—To pay to Lessor at City of Chicago, Department of Revenue, City Hall
 121 N. LaSalle Street, Room 107, Chicago, Illinois
 as rent for said leased premises for said term the sum of Five and No/100 Dollars.
 of \$1.00
 (\$ 5.00) payable in advance in equal ^{annual} installments upon the first day of May during
 the term hereof.

SECOND.—That it has examined and know the condition of said premises; and has received the same in
 good order and repair, and that he will keep said premises in good repair during the term of this lease, at its
 own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good
 condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written
 consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said de-
 mised premises, for and during the time for which this lease is granted.

For additional rights, duties and responsibilities
 of the lessor and lessee see Rider attached
 hereto and made a part hereof

The party of the second part hereby irrevocably constitutes _____ or any
 attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any
 of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial
 by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns
 for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party
 of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may
 be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty
 Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a
 consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of
 the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to
 forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, termi-
 nate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said prem-
 ises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply
 and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Approved as to form and legality except
 as to property description and
 execution.

Chief Assistant Corporation Counsel

Approved:

Supervisor of Leasing

CITY OF CHICAGO

By: _____ (SEAL)

City Comptroller

TED STEMPIEN POST NO. 8821 (SEAL)

VETERANS OF FOREIGN WARS

By: _____ (SEAL)

(Continued from page 37913)

Rider.

Additional responsibilities of Lessor and Lessee:

- Fifth: In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail postage prepaid, addressed to the Lessee: Ted Stempien, Post No. 8821, Veterans of Foreign Wars, 4235 West 47th Street, Chicago, Illinois 60632, and, in addition, to the Supervisor of Leasing, Department of Finance, 320 N. Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.
- Sixth: Lessee shall pay any and all leasehold or use taxes on said premises, if levied.
- Seventh: Either Lessee or Lessor may cancel said Lease at any time by giving the other party thirty (30) days prior written notice at the address cited herein.
- Eighth: Lessee agrees to indemnify and hold the City harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from the City by reason or on account of damage to the property of the City or injury to or death of any person, arising from Lessee's use and occupancy of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgments, rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- Ninth: Lessee shall not make any improvements to said premises without prior written consent of the City's Departments of Finance and Public Works.
- Tenth: Lessee shall not use said premises for any commercial profit making, fund raising or political activities.
- Eleventh: Lessee shall comply at all times with the provisions of the Municipal Code in the use of said premises.

*Department of Children and Family Services.
10 South Kedzie Avenue.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, a municipal corporation, as Lessor, and the State of Illinois, as Lessee, for approximately 1,272 square feet of office space located at 10 South Kedzie, for the Department of Children and Family Services; such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on pages 37917 through
37923 of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

*Department of Corrections.
10 South Kedzie Avenue.*

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, a municipal corporation, as Lessor, and the State of Illinois, as Lessee, for approximately 857 square feet of office space located at 10 South Kedzie Avenue, for the Department of Corrections; such lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on pages 37924 through 37930
of this Journal.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

REPEAL OF ORDINANCE APPROVING SALE OF
2144 WEST DICKENS AVENUE AND
AUTHORIZATION TO RE-OFFER
SAME FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

(Continued on page 37931)

CITY OF CHICAGO LEASE NO.



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

LEASE CONTROL NUMBER 02564

REAL ESTATE LEASE FORM

PAGE 1 OF 6

[1] AGREEMENT: The parties hereto agree to lease the described premises on the following terms and conditions:

[2] LESSEE: The State of Illinois, Department of Central Management Services for the use of the Using Agency or any other State agency.

[3] USING AGENCY (Main Office): Department of Children and Family Services
One North Old State Capitol Plaza
Springfield, Illinois 62706

[4] LESSOR:

LESSOR'S FEIN/S.S. NUMBER _____

City of Chicago, A Municipal Corporation
320 North Clark Street, Suite 505
Chicago, Illinois 60610

[5] MANAGING AGENT:

None

LEASED PREMISES: These premises, held in (fee simple, etc.) [6] Fee Simple are described as:

[7] Consisting of approximately 1,272 square feet of office space on the lower level at the Garfield Community Service Center, located at 10 South Kedzie Avenue

In the City of Chicago, County of Cook, State of Illinois.

[8] LOCATION IN BUILDING: Lower Level

[9] SQ. FT. & HOW MEASURED: Floor Plan

[10] % OF RENTABLE SPACE: 6

BASE TERM: The term will be for [11] 24 months from [12] 07-01-86 to [13] 06-30-88.

REAL ESTATE LEASE FORM

PAGE 2 OF

- [14] ~~RENEWAL: The Lessee shall have the right to renew the lease for a period of _____ years or any portion thereof period upon the same terms and conditions provided Lessee shall give _____ days notice to Lessor of its intention to exercise such option. (Strike if no renewal negotiated)~~
- [15] ~~and/or Lessor~~ Either Party
EARLY TERMINATION: Lessee shall have the option to terminate this Lease by giving 90 days written notice to J of its intention to exercise this option.
- [16] **IMPROVEMENTS:** Improvements to be made by Lessor are shown in Exhibit I, if applicable. Work is to be completed by (date) _____
- [17] N/A All costs to be documented and verified. Time is of the essence. Lessee shall have right to audit all construction and related costs expended by Lessor's contractors or their subcontractors in relation to improvements in Exhibit I.
- [18] **RENTAL:** Payments to be made Monthly in arrears subject to legislative appropriation. Send payment to [19] _____
City of Chicago, Comptroller Office, 121 North LaSalle Street, Chicago, Illinois.

BASE RENT:[20] Total for term on lease \$ 22,896.00[21] Base Rent/Sq. Ft. \$ 9.00**IMPROVEMENT:**[22] Total \$ N/A[23] N/A Month amortized/Sq. Ft. [24] \$ N/A[25] TOTAL COST PER SQ. FT. PER YEAR \$ 9.00[26] ANNUAL RENT PAYABLE TO LESSOR \$ 11,448.00[27] Monthly Payment [28] \$ 954.00
(Type amount in words on line 29)

[29] Nine Hundred Fifty-Four Dollars and 00/100.

For State of Illinois Use Only:

Annual Sq. Ft./Base Rent	<u>\$9.00</u>
Gas	<u>X</u>
Electric	<u>X</u>
Water	<u>X</u>
Janitor	<u>X</u>
Other Costs	<u>---</u>
Construction Cost	<u>---</u>
Full Service Cost	<u>\$9.00</u>

[30] **EXHIBITS:** The following exhibits are made a part of this lease:

- [31] ☒ D-Disclosure [33] ☐ I-Improvement [35] ☐ _____
- [32] ☐ Purchase Option [34] ☒ J-Cleaning Service [36] ☐ _____

REAL ESTATE LEASE FORM

PAGE 3 OF 6

- [37] **CARE AND MAINTENANCE:** Lessee shall take the premises in the present condition, building code violations and latent defects excepted and except for improvements and repairs required to be made elsewhere in this lease.

Lessor shall provide and pay all costs related to provision of the following:

- A. Electricity as required to supply energy for air conditioning, or heat, to maintain leased premises at 78 degrees or less in summer, 68 degrees or more in winter.
- B. Electricity as required by Lessee at desk level. (Interior lights, office machines, etc.)
- C. Necessary fixtures for heating, cooling, water and electricity and all maintenance and repairs.
- D. All necessary fluorescent bulbs and ballasts and labor costs to install same.
- E. Gas/oil for heat as required by Lessee to maintain leased premises at 68 degrees or more in winter or provide heat required to keep premises at 68 degrees or more.
- F. Hot and cold running water and sewer as required by Lessee.
- G. Institutional cleaning service and scavenger service to keep premises clean, healthful and sightly as per attached janitorial schedule.
- H. Complete exterminating service.
- I. Elevator service where applicable.
- J. All general maintenance and repairs not caused by Lessee's negligence.
- K. Service and maintenance of fire extinguishers.
- L. Compliance with all applicable building, fire and safety codes associated with Lessee's use of the premises.
- M. Snow removal after each 2 inch accumulation.
- N. Maintenance of lawn and shrubs.
- O. ~~Cleaning, painting and decorating after each _____ months *~~
- P. ~~Parking for _____ cars~~
- Q. Provide for raceways or wall space conduit which allows Lessee to install phone lines.
- R. Lessor to provide and maintain an adequate ventilating system to maintain air exchange levels in conformance with applicable codes.

* Lessor shall provide a certificate of completion to the Department of Central Management Services following each required cleaning, painting and decorating. Certificate forms are available upon request.

- [38] **HANDICAPPED ACCESSIBILITY:** The leased premises provides for handicapped accessibility as follows:

- | | | | |
|----------------------------------|---|--|---|
| A. Level or ramped entrance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| B. Usable restrooms | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| C. Usable water fountains | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| D. Elevators to all floors | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| E. Parking (10% at 12' width) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A |
| F. Doors (36" wide) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| G. Ramps (48" wide) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |
| H. Safety switches (57" or less) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A |
| I. Braille markings | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A |

Exceptions granted for items marked "no" based on:

- J. Lack of alternate site ☐ Yes
- K. Lack of funds ☐ Yes
- L. On-going program ☒ Yes
- M. Immediate need ☐ Yes
- N. Lack of use ☐ Yes

- [39] **RENTAL:** Lessor may only look to the Using Agency for payment of rent or other charges. CMS is not responsible for payment unless it is a Using Agency.

- [40] **HOLDOVER:** If, after expiration of the lease, the Lessee shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis until terminated. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the lease term.

REAL ESTATE LEASE FORM

PAGE 4 OF 10

- [41] **FISCAL FUNDING:** Any lease that extends beyond June 30 of any year is subject to sufficient funds being made available by the General Assembly or Federal Funding source.
- [42] **FEDERAL FUNDING** (Strike if not applicable): Lessor understands that liability for rent is due solely from Federal Funds.
- [43] **PURCHASE OPTION:** A purchase option has been negotiated. Such information is shown in Exhibit P. (Strike if not applicable.)
- [44] **QUIET ENJOYMENT:** Lessor covenants that it has full right and power to execute and perform this lease. Authority for corporations, partnerships and trust is shown on Exhibit D. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default of foreclosure will not affect the Lease.
- [45] **POSSESSION AND SURRENDER:** Lessee will be entitled to possession on said date, neither Lessee nor Agency shall be liable for rent, and rental shall be prorated from date of occupancy and if possession cannot be given within 30 days of the commencement of the lease terms for reasons other than the delay by causes beyond the reasonable control of the Lessor, inability to acquire adequate financing shall not be considered sufficient cause for delay, then Lessee, at its own option may terminate this lease.
- Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond lessee's control; and improvements herein permitted or required excepted.
- Lessee may remove all State owned or paid for equipment, fixtures and improvements. Lessee will repair damage beyond reasonable wear and tear caused by such removals.
- [46] **ASSIGNMENT:** The Department of Central Management Services may substitute Using Agencies at any time. Such substitute Agency shall be for all or part of the leased premises. The substitute Agency would be responsible for all future obligations unless otherwise specified by the Department.
- [47] **CONDEMNATION:** If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable for lessee, the lessee may terminate the lease by giving at least 30 days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by lessee.
- [48] **UNTENANTABILITY:** If the premises becomes untenable because of casualty or lessor's act or neglect, lessee may declare the lease terminated and may vacate if the problem is not cured by the lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.
- [49] **INSURANCE:** Lessor shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover lessee's equipment or office furnishings. Lessee is self insuring. A copy of Lessee's self-insurance policy will be provided on request.
- [50] **BREACH:** Failure of lessor to comply with this lease, to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of the lease. This will allow lessee the option of having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminate the lease. If the lease is terminated, lessee may remain in possession, making payments at the monthly rate, until suitable substitute premises are available.
- [51] **COVENANTS BINDING:** All covenants and representations made in this lease are dependent and will be binding upon, apply to and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express approval of the Department of Central Management Services.
- [52] **EXAMINATION OF RECORDS:** Lessor agrees to allow lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease.
- [53] **SIGNATURE:** Representatives of the Department of Central Management Services and the Using Agency execute this document in their official capacity only and not as individuals.
- [54] **NOTICES:** Notices to lessor shall be sent to the address shown on page one of this lease. Notices to lessee shall be sent to the Using Agency at the address shown on page one of this lease and to the Department of Central Management Services at either 723 Stratton Office Building, Springfield, Illinois 62706 or 100 West Randolph Street, Suite 11-800, Chicago, Illinois 60601. All notices will be effective upon posting in the U.S. Mail.
- [55] **LAWS OF ILLINOIS:** This lease will be interpreted in accordance with Illinois laws and applicable administrative rules.

REAL ESTATE LEASE FORM

PAGE 5 OF 6

- [56] **NON-DISCRIMINATION:** Vendor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Department of Human Rights equal employment opportunity clause is incorporated by reference.

SIGNATURES: Having agreed to lease the premises, the parties have executed this document, Lessor also certifying he has not bribed or attempted to bribe an officer or employee of the State of Illinois.

LESSOR : City of Chicago, A Municipal Corporation

- [56] By For Signatures, See Exhibit E, Attached [57] _____
[58] Title _____
[59] Attest _____

USING AGENCY : Department of Children and Family Services

- [60] By For Signatures, See Exhibit E, Attached [61] _____
[62] Title Director _____

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

- [63] By For Signatures, See Exhibit E, Attached [64] _____
[65] Title Director _____
[66] Negotiated By Jim Bonarigo 04-28-86
Leasing Representative _____ date

Approved as to legal form _____



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

DISCLOSURE STATEMENT

This statement must be completed by the Lessor.

REAL ESTATE LEASE FORM

PAGE 6 OF 6

Disclosure of the following information is required by Illinois law (Ill. Rev. Stat. ch. 102, par. 3.1 and ch. 127, par. 132.10-1 and 11-1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

- I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7% interest in such corporation or if such corporation is publicly traded, the requirements of this disclosure may be met by so stating below:

City of Chicago, a Municipal Corporation as lessor.

- II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

N/A

- III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?
 _____ NO _____ YES If "yes", explain employment and/or relationship.

N/A

- IV. I, _____, state on oath or affirm that I am (title) _____
 for/of (firm/name) _____, I have
 been authorized by (name/title) _____ to execute a
 lease of the subject property and to commit to all described covenants, and that the disclosure made above is true and correct to
 the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that
 Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above
 is correct to the best of my knowledge.

For signatures see Exhibit "E"

State of Illinois)
 County of _____) SS
)

Signature _____ date _____

I, _____, certify
 on _____, 198____, _____
 personally appeared before me and swore or affirmed that he signed
 this document as _____ of _____
 and that the information provided was true and correct.

Attestation (name/title) _____ date _____

Notary

Seal

Seal

Notary Public

Commission Expires _____

Lease Control Number 02564

EXHIBIT F

City of Chicago, a Municipal Corporation,
Lessor
Approved as to form and legality:

Chief Assistant Corporation Counsel

By: _____
Supervisor of Leasing

By: _____
Commissioner, Department of Public Works

By: _____
Department of Central Management Services,
State of Illinois, Lessee

By: _____
Director, Department of Children and
Family Services, State of Illinois

By: _____
Comptroller

City of Chicago Lease No. 20019



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

LEASE CONTROL NUMBER 01768

REAL ESTATE LEASE FORM

PAGE 1 OF 6

[1] AGREEMENT: The parties hereto agree to lease the described premises on the following terms and conditions:

[2] LESSEE: The State of Illinois, Department of Central Management Services for the use of the Using Agency or any other State agency.

[3] USING AGENCY (Main Office): Department of Corrections
1301 Concordia Court
Springfield, Illinois 62702

[4] LESSOR:

LESSOR'S FEIN/S.S. NUMBER _____

City of Chicago, A Municipal Corporation
320 North Clark Street, Suite 505
Chicago, Illinois 60610

[5] MANAGING AGENT:

N/A

LEASED PREMISES: These premises, held in (fee simple, etc.) [6] Fee Simple are described as:

[7]

Consisting of approximately 857 square feet of office space in
Room 203 at the Garfield Community Service Center, located at
10 South Kedzie Avenue

In the City of Chicago, County of Cook, State of Illinois.

[8] LOCATION IN BUILDING: Second Floor

[9] SQ. FT. & HOW MEASURED: Floor Plan

[10] % OF RENTABLE SPACE: 3

BASE TERM: The term will be for [11] 24 months from [12] 07-01-86 to [13] 06-30-88

- [14] ~~RENEWAL: The Lessee shall have the right to renew the Lease for a further period of _____ years or any portion of such period upon the same terms and conditions provided Lessee shall give _____ days notice to Lessor of its intention to exercise such option. (Strike if no renewal negotiated)~~ 01/6
- [15] ^{and/or Lessor} EARLY TERMINATION: Lessee shall have the option to terminate this Lease by giving 90 days written notice to ^{Either Party} ~~3~~ of its intention to exercise this option.
- [16] IMPROVEMENTS: Improvements to be made by Lessor are shown in Exhibit I, if applicable. Work is to be completed by (date) [17] N/A. All costs to be documented and verified. Time is of the essence. Lessee shall have right to audit all construction and related costs expended by Lessor's contractors or their subcontractors in relation to improvements in Exhibit I.
- [18] RENTAL: Payments to be made monthly in arrears subject to legislative appropriation. Send payment to [19] City of Chicago, Comptroller Office, 121 North LaSalle Street, Chicago, Illinois.
- BASE RENT:
- [20] Total for term on lease \$ 15,426.00
- [21] Base Rent/Sq. Ft. \$ 9.00
- IMPROVEMENT:
- [22] Total \$ N/A
- [23] N/A Month amortized/Sq. Ft. [24] \$ N/A
- [25] TOTAL COST PER SQ. FT. PER YEAR \$ 9.00
- [26] ANNUAL RENT PAYABLE TO LESSOR \$ 7,713.00
- [27] Monthly Payment [28] \$ 642.75
(Type amount in words on line 29)
- [29] Six Hundred Fourty - Two Dollars and 75 /100.

For State of Illinois Use Only:	
Annual Sq. Ft./Base Rent	<u>\$9.00</u>
Gas	<u>X</u>
Electric	<u>X</u>
Water	<u>X</u>
Janitor	<u>X</u>
Other Costs	<u>---</u>
Construction Cost	<u>---</u>
Full Service Cost	<u>\$9.00</u>

- [30] EXHIBITS. The following exhibits are made a part of this lease

[31] ☒ O-Disclosure [32] ☐ I-Improvement [33] ☐ _____
 [34] ☐ Purchase Option [35] ☐ J-Cleaning Service [36] ☐ _____

REAL ESTATE LEASE FORM

PAGE 3 OF 6

- [37] CARE AND MAINTENANCE: Lessee shall take the premises in the present condition, building code violations and latent defects excepted and except for improvements and repairs required to be made elsewhere in this lease

607

Lessor shall provide and pay all costs related to provision of the following

- A. Electricity as required to supply energy for air conditioning, or heat, to maintain leased premises at 78 degrees or less in summer, 68 degrees or more in winter.
- B. Electricity as required by Lessee at desk level. (Interior lights, office machines, etc.)
- C. Necessary fixtures for heating, cooling, water and electricity and all maintenance and repairs.
- D. All necessary fluorescent bulbs and ballasts and labor costs to install same.
- E. Gas/oil for heat as required by Lessee to maintain leased premises at 68 degrees or more in winter or provide heat required to keep premises at 68 degrees or more.
- F. Hot and cold running water and sewer as required by Lessee.
- G. Institutional cleaning service and scavenger service to keep premises clean, healthful and sightly as per attached janitorial schedule.
- H. Complete exterminating service.
- I. Elevator service where applicable.
- J. All general maintenance and repairs not caused by Lessee's negligence.
- K. Service and maintenance of fire extinguishers.
- L. Compliance with all applicable building, fire and safety codes associated with Lessee's use of the premises.
- M. Snow removal after each 2 inch accumulation.
- N. Maintenance of lawn and shrubs
- O. ~~Cleaning, painting and decorating after each _____ months.*~~
- P. ~~Parking for _____ cars~~
- Q. Provide for raceways or wall space conduit which allows Lessee to install phone lines.
- R. Lessor to provide and maintain an adequate ventilating system to maintain air exchange levels in conformance with applicable codes.

* Lessor shall provide a certificate of completion to the Department of Central Management Services following each required cleaning, painting and decorating. Certificate forms are available upon request.

- [38] HANDICAPPED ACCESSIBILITY: The leased premises provides for handicapped accessibility as follows:

- | | | | |
|----------------------------------|---|--|---|
| A. Level or ramped entrance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| B. Usable restrooms | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| C. Usable water fountains | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| D. Elevators to all floors | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| E. Parking (10% at 12' width) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A |
| F. Doors (36" wide) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| G. Ramps (48" wide) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |
| H. Safety switches (57" or less) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A |
| I. Braille markings | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A |

Exceptions granted for items marked "no" based on:

- J. Lack of alternate site ☐ Yes
- K. Lack of funds ☐ Yes
- L. On-going program ☒ Yes
- M. Immediate need ☐ Yes
- N. Lack of use ☐ Yes

- [39] RENTAL: Lessor may only look to the Using Agency for payment of rent or other charges. CMS is not responsible for payment unless it is a Using Agency.

- [40] HOLDOVER: If, after expiration of the lease, the Lessee shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis until terminated. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the lease term.

REAL ESTATE LEASE FORM

PAGE 4 OF 5

- [41] **FISCAL FUNDING:** Any lease that extends beyond June 30 of any year is subject to sufficient funds being made available by the General Assembly or Federal Funding source 508
- [42] **FEDERAL FUNDING** (Strike if not applicable) Lessor understands that liability for rent is due solely from Federal Funds
- [43] **PURCHASE OPTION:** ~~A purchase option has been negotiated. Such information is shown in Exhibit P. (Strike if not applicable)~~
- [44] **QUIET ENJOYMENT:** Lessor covenants that it has full right and power to execute and perform this lease. Authority for corporations, partnerships and trust is shown on Exhibit D. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default of foreclosure will not affect the Lease.
- [45] **POSSESSION AND SURRENDER:** Lessee will be entitled to possession on said date, neither Lessee nor Agency shall be liable for rent, and rental shall be prorated from date of occupancy and if possession cannot be given within 30 days of the commencement of the lease terms for reasons other than the delay by causes beyond the reasonable control of the Lessor, inability to acquire adequate financing shall not be considered sufficient cause for delay, then Lessee, at its own option may terminate this lease.
- Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear, repairs and replacements, loss by fire, casualty and other causes beyond lessee's control, and improvements herein permitted or required excepted.
- Lessee may remove all State owned or paid for equipment, fixtures and improvements. Lessee will repair damage beyond reasonable wear and tear caused by such removals.
- [46] **ASSIGNMENT:** The Department of Central Management Services may substitute Using Agencies at any time. Such substitute Agency shall be for all or part of the leased premises. The substitute Agency would be responsible for all future obligations unless otherwise specified by the Department.
- [47] **CONDEMNATION:** If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable for lessee, the lessee may terminate the lease by giving at least 30 days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by lessee.
- [48] **UNTENANTABILITY:** If the premises becomes untenable because of casualty or lessor's act or neglect, lessee may declare the lease terminated and may vacate if the problem is not cured by the lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.
- [49] **INSURANCE:** Lessor shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover lessee's equipment or office furnishings. Lessee is self insuring. A copy of Lessee's self-insurance policy will be provided on request.
- [50] **BREACH:** Failure of lessor to comply with this lease, to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of the lease. This will allow lessee the option of having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminate the lease. If the lease is terminated, lessee may remain in possession, making payments at the monthly rate, until suitable substitute premises are available.
- [51] **COVENANTS BINDING:** All covenants and representations made in this lease are dependent and will be binding upon, apply to and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express approval of the Department of Central Management Services.
- [52] **EXAMINATION OF RECORDS:** Lessor agrees to allow lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease.
- [53] **SIGNATURE:** Representatives of the Department of Central Management Services and the Using Agency execute this document in their official capacity only and not as individuals.
- [54] **NOTICES:** Notices to lessor shall be sent to the address shown on page one of this lease. Notices to lessee shall be sent to the Using Agency at the address shown on page one of this lease and to the Department of Central Management Services at either 723 Stratton Office Building, Springfield, Illinois 62706 or 100 West Randolph Street, Suite 11-800, Chicago, Illinois 60601. All notices will be effective upon posting in the U.S. Mail.
- [55] **LAWS OF ILLINOIS:** This lease will be interpreted in accordance with Illinois laws and applicable administrative rules.

REAL ESTATE LEASE FORM

- [56] NON-DISCRIMINATION. Vendor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The Department of Human Rights equal employment opportunity clause is incorporated by reference.

609

SIGNATURES: Having agreed to lease the premises, the parties have executed this document, Lessor also certifying he has not bribed or attempted to bribe an officer or employee of the State of Illinois.

LESSOR: City of Chicago, A Municipal Corporation

[56] By For Signatures See Attached Exhibit E [57] _____ date _____

[58] Title _____

[59] Attest _____

USING AGENCY : Department of Corrections

[60] By For Signatures See Attached Exhibit E [61] _____ date _____

[62] Title Director _____

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

[63] By For Signatures See Attached Exhibit E [64] _____ date _____

[65] Title Director _____

[66] Negotiated By Jim Bonarigo _____ 04-28-86 _____ date _____
Leasing Representative

Approved as to legal form _____



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

DISCLOSURE STATEMENT

This statement must be completed by the Lessor.

REAL ESTATE LEASE FORM

PAGE 6 OF 6

Disclosure of the following information is required by Illinois law (Ill. Rev. Stat. ch. 102, par. 3.1 and ch. 127, par. 132 10-1 and 11-1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

- I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7 1/2 % interest in such corporation or if such corporation is publicly traded, the requirements of this disclosure may be met by so stating below.

City of Chicago, a Municipal Corporation as lessor.

- II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

N/A

- III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?
 _____ NO _____ YES If "yes", explain employment and/or relationship.

N/A

- IV. I, _____, state on oath or affirm that I am (title) _____
 for/of (firm/name) _____ I have
 been authorized by (name/title) _____ to execute a
 lease of the subject property and to commit to all described covenants, and that the disclosure made above is true and correct to
 the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that
 Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above
 is correct to the best of my knowledge.

For signatures see Exhibit "E"

State of Illinois)
 County of _____) SS

Signature _____ date _____

I, _____, certify
 on _____, 198____,
 personally appeared before me and swore or affirmed that _____ signed
 this document as _____ of _____
 and that the information provided was true and correct.

Attestation (name/title) _____ date _____

Notary
 Seal

See/

Notary Public _____ Commission Expires _____

Lease Control Number 01/00EXHIBIT E

City of Chicago, a Municipal Corporation,
Lessor
Approved as to form and legality:

Chief Assistant Corporation Counsel

By: _____
Supervisor of Leasing

By: _____
Commissioner, Department of Public Works

By: _____
Department of Central Management Services,
State of Illinois, Lessee

By: _____
Director, Department of Corrections,
State of Illinois

By: _____
Comptroller

(Continued from page 37916)

WHEREAS, The City Council heretofore approved the sale to Mr. Michael J. Byrne, 7830 Oakleaf Avenue, Elmwood Park, Illinois 60635, the property commonly known as follows:

Lot 47 in Block 6 in Sherman's Addition to Holstein in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2144 West Dickens Avenue, Permanent Tax No. 14-31-130-022); and

WHEREAS, Mr. Michael J. Byrne, did not comply with the Offer to Purchase procedure on closing. He has not closed property and has forfeited his deposit of \$250.00 to the City of Chicago, City Real Estate Section, Department of Housing; now, therefore,

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

SECTION 1. The ordinance adopted by this body on May 14, 1986, page 29861, of the City Council Journal, approving the sale to Mr. Michael J. Bryne, 7830 Oakleaf Avenue, Elmwood Park, Illinois, of said above property located at 2144 West Dickens Avenue, be hereby repealed.

SECTION 2. The City Real Estate Section, Department of Housing is hereby authorized to re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass four proposed ordinances transmitted therewith, rejecting bids for the purchase of certain City-owned vacant properties.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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):

26 West 105th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Dortha M. Willis, 30 West 105th Street, Chicago, Illinois 60628 to purchase for the sum of \$300.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 26, 1985, page 18364.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

the West 31 feet of the East 125 feet (except the North 8 feet thereof conveyed for alley) of Lot 11 in Louis W. Stafford's Subdivision of Lot 16 in School Trustees' Subdivision of Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 26 West 105th Street, Permanent Tax No. 25-26-209-066).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

550 West 44th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of James Slattery, 618 West 44th Street, Chicago, Illinois 60609 to purchase for the sum of \$1,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed September 11, 1985, page 19886.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows;

Lot 26 in Block 5 in Heintz Subdivision of 24 acres East and adjoining the West 10 acres of the North half of the North half of the Southwest quarter in Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 550 West 44th Street, Permanent Tax No. 20-04-307-025).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

1317 West 109th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Jeanne S. Marshall, 1319 West 109th Street, Chicago, Illinois 60643 to purchase for the sum of \$700.00, the City-owned vacant property, previously advertised pursuant to Council authority passed February 4, 1985, page 13392.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows;

Lot 7 in Block 10 in Frank Timmes Morgan Park Subdivision of Blocks 10 and 11 and 14 in Street Subdivision of the East half, Southwest quarter of Section 17, Township 37 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1317 West 109th Street, Permanent Tax No. 25-17-319-018).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

1314 -- 1316 West 79th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Arthur L. Hunter, and Lillie Monday Dixon, 121 East 87th Street, Chicago, Illinois to purchase for the sum of \$1,200.00, the City-owned vacant property, previously advertised pursuant to Council authority passed September 11, 1985, page 19888 -- 19889.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the following parcel of vacant City-owned property which is no longer necessary, appropriate, required for the use of profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 21 and 22 in William Esch & Calus F. P. Korsell's Resubdivision, being a Subdivision of E.P. Griswold's Subdivision of Block 36 in the Subdivision of the West 1/2 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1314 -- 1316 West 79th Street, Permanent Tax No. 20-29-321-039).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

ACCEPTANCE OF BIDS AUTHORIZED FOR PURCHASE OF
CITY-OWNED VACANT PROPERTY AT SUNDRY
LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize acceptance of bids for purchase of certain City-owned parcels of property.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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):

441 West 43rd Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of John and Thomas Murrihy, not as tenants in common, but as joint tenants, 505 West 43rd Street, Chicago, Illinois to purchase for the sum of \$5,500.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1985, pages 18362 -- 18363 described as follows:

Lot 1 in Block 1 in Louis Heintz Subdivision of 24 acres East of the Adjoining West 10 acres of the North 1/2 of the North 1/2 of the Southwest 1/4 of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 441 West 43rd Street, Permanent Tax No. 20-04-304-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$550.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

544 West 37th Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Benny DeCarlo, 540 West 37th Street, Chicago, Illinois 60609 to purchase for the sum of \$5,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed April 18, 1985, page 15161 described as follows:

Lot 31 in Benjamin Shurtleff's Subdivision of the Southwest quarter of Block 22 in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 544 West 37th Street, Permanent Tax No. 17-33-311-045).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest quitclaim deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

SECTION 5. This ordinance shall be in effect from and after its passage.

AUTHORITY GRANTED TO ADVERTISE FOR SALE CITY-OWNED
PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass sixteen proposed ordinances transmitted therewith, authorizing the Department of Housing, City Real Estate Section, to advertise for sale City-owned property at sundry locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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):

1409 North Mohawk Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 19 in the Subdivision of Lot 6 of State Bank Subdivision of the Northeast 1/4 of the Northwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof rec. Dec. 20, 1965, in Book 163 of Maps, Page 79, in Cook County, Illinois (commonly known as 1409 North Mohawk Avenue, Permanent Tax No. 17-04-122-109).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1222 East 93rd Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary,

appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 19 in Belle Vue Subdivision of the West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1222 East 93rd Street, Permanent Tax No. 25-02-406-042).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

4434 -- 4436 South Vincennes Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 49.2 feet of Lot 7 in Fanscott, a Subdivision of that part lying West of Vincennes Road of the South half of the South half of the Northwest quarter of the Southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 4434 -- 4436 South Vincennes Avenue, Permanent Tax No. 20-03-407-037).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

2906 -- 2908 West Van Buren Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 24 and 25 in Block 3 in James Couch's Subdivision of the North 1/2 of the South 1/2 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 2906 -- 2908 West Van Buren Street, Permanent Tax Nos. 16-13- 122-031 and 16-13-122-030).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

21 -- 39 South St. Louis Avenue/3450 -- 3460 West Monroe Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 26, 27, 28, 29, 30 and 31 (except the East 5 feet of Lot 31) in Block 1 in Central Park addition to Chicago in the West 1/2 of the Northeast 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 21 -- 39 South St. Louis Avenue/3450 -- 3460 West Monroe Street, Permanent Tax No. 16-14- 201-015).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

2241 West 69th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The West half of Lot 14 and Lot 15 (except the West 6-1/2 feet thereof) in Englewood on the Hill Third Addition being a Subdivision in the Southwest quarter of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2241 West 69th Street, Permanent Tax No. 20-19-323-051).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1711 North Sheffield Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 79 in Winston's Subdivision of Block 7 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1711 North Sheffield Avenue, Permanent Tax No. 14-32-423-010).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

4122 -- 4124 West Ogden Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 37 and 38 in Meservey's Subdivision of Block 1 in the Subdivision of that part of the East two-thirds of the East half of the Northwest quarter of Section 27, Township 39 North, Range 13, East of the Third Principal Meridian, lying North of the Chicago, Burlington & Quincy R.R., in Cook County, Illinois (commonly known as 4122 -- 4124 West Ogden Avenue, Permanent Tax No. 16-27-205-034).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1969 West Evergreen Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 35 in Block 13 in D. S. Lee's Addition to Chicago of the East 1/2 of the Northwest 1/4 & the West 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1969 West Evergreen Avenue, Permanent Tax No. 17-06-216-043).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

5710 -- 5718 West Madison Street.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 43, 44, 45 and 46 in Block 4 in Henry Waller's Subdivision of South 43- 3/4 acres of the East 1/2 of the Southeast 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5710 -- 5718 West Madison Street, Permanent Tax Nos. 16-08-421-025 and 024).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

*1132 -- 1134 South St. Louis Avenue/3501 -- 3511
West Grenshaw Avenue.*

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 and 2 in Block 10 in the Subdivision of Lots 19 to 24 in Block 8, Lots 13 to 18, inclusive, in Block 9 and Lots 1 to 5 in Block 10 and Lots 42 to 46, inclusive, in Block 11 in 12th Street Add'n. to Chicago, being a Subdivision of that part of the Southeast 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, lying South of the Right of Way of the Chicago Great Western Railroad, in Cook County, Illinois (commonly known as 1132 -- 1134 South St. Louis Avenue/3501 -- 3511 West Grenshaw Avenue, Permanent Tax No. 16-14-426-017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

1655 -- 1657 South Karlov Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 34 and 35 in Oliver's Subdivision of Lot 2 in Assessor's Division of the South East 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1655 -- 1657 South Karlov Avenue, Permanent Tax No. 16-22-406-022).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section who is authorized to prepare such bidding forms.

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

316 -- 322 South Karlov Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 47 and 48 in Block 2 in James H. Brewster's Subdivision of the North 20 Acres of the South 40 Acres of the East 1/2 of the Northeast 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 316 -- 322 South Karlov Avenue, Permanent Tax No. 16-15-218-043).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1359 North Mohawk Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 3 in Subdivision of the North 1/4 of Lot 29 and the North 3/4 of the West 1/2 of Lot 30 in Butterfield's Add'n. to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1359 North Mohawk Avenue, Permanent Tax No. 17-04-122-029).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1323 North Mohawk Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

That part South of the North 75 feet of Lot 1 (except North 30 feet) Assessor's Second Division of part of original Lots 24, 25 and 32 in Butterfield's Addition to Chicago in

Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1323 North Mohawk Avenue, Permanent Tax No. 17-04-122-103).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

1453 North Bosworth Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 48 in H. P. Brown and Others Subdivision of Block 6 in Canal Trustees Subdivision of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1453 North Bosworth Avenue, Permanent Tax No. 17-05-108-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish economic disclosure statement, as per City ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which is authorized to prepare such bidding forms.

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

ACCEPTANCE OF BIDS TO PURCHASE CITY-OWNED VACANT
PROPERTY UNDER ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM PHASE V, PART II.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the City of Chicago hereby accepts the bids listed below to purchase City-owned vacant properties under the "Adjacent Neighbors Land Acquisition Program", phase V, part II, which was approved by the City Council of the City of Chicago in an ordinance passed July 23, 1982 on pages 11830- 11831 of the Journal of the City Council Proceedings. Said bids and legal description are as follows:

Bidder: Esther Fabian
Address: 2001 South Allport
Bid Amount: \$300.00

Real Estate No. 1000
Address: 1931 South Allport
Permanent Index No. 17-20-326-013

Legal Description

Lot 37 and the South half of Lot 38 in John A. Stewart's Subdivision of Block 9 in Johnson & Lee's Subdivision of the Southwest quarter of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1931 South Allport Street, Chicago, Illinois.

Bidder: Julio Rivera
Address: 1504 North Campbell
Bid Amount: \$300.00

Real Estate No. 7501
Address: 1508 North Campbell
Permanent Index No. 16-01-205-044

Legal Description

Lot 33 in Block 3 in Winslow, Jacobson and Tallman's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1508 North Campbell, Chicago, Illinois.

Bidder: Jorge T. Lopez
Address: 2030 West Cullerton
Bid Amount: \$305.00

Real Estate No. 5579
Address: 2034 West Cullerton
Permanent Index No. 17-19-313-034

Legal Description

Lot 35 in Hyman & Peter's Subdivision of Block 53 in Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 2034 West Cullerton Avenue, Chicago, Illinois.

Bidder: Walter Bishop
Address: 320 South Francisco
Bid Amount: \$300.00

Real Estate No. 7278
Address: 322 South Francisco
Permanent Index No. 16-13-122-020

Legal Description

Lot 31 in Block 3 in Couch's Subdivision of the North 1/2 of the South 1/2 of the Northwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 322 South Francisco, Chicago, Illinois.

Bidder: Lisa Marini & Tom Finerty
Address: 1758 North Hermitage
Bid Amount: \$310.00

Real Estate No. 736
Address: 1756 North Hermitage
Permanent Index No. 14-31-420-023

Legal Description

Lot 2 in Subdivision of Lots 11 to 15 inclusive in Roses Subdivision of Block 27 in Sheffields Addition to Chicago a Subdivision of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1756 North Hermitage Avenue, Chicago, Illinois.

Bidder: John E. Mays
Address: 1434 South Komensky
Bid Amount: \$300.00

Real Estate No. 7529
Address: 1432 South Komensky
Permanent Index No. 16-22-221-037

Legal Description

Lot 3 in Block 2 in Our Home Addition to Chicago, being a subdivision of the East 1/2 of the Northeast 1/4 (except the North 50 acres thereof) of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1432 South Komensky, Chicago, Illinois.

Bidder: Hallase Isby
Address: 1350 North Leavitt
Bid Amount: \$300.00

Real Estate No. 3453
Address: 1348 North Leavitt
Permanent Index No. 17-06-117-028

Legal Description

Lot 5 in the Subdivision of Block 9 in Watteson, Tower & Davis' Subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1348 North Leavitt Street, Chicago, Illinois.

Bidder: Janet G. Sullivan
Address: 1423--1419 North Leavitt
Bid Amount: \$314.17

Real Estate No. 6424
Address: 1417 North Leavitt
Permanent Index No. 17-06-112-011

Legal Description

Lot 28 in Block 9 in D. S. Lee Addition of Chicago in Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois commonly known as 1417 North Leavitt Street, Chicago, Illinois.

Bidder: Sybil Marie Jones
Address: 7216 South May
Bid Amount: \$300.00

Real Estate No. 4521
Address: 7218 South May
Permanent Index No. 20-29-208-029

Legal Description

Lot 8 in Block 3 in Condit's Subdivision of the West 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 7218 South May Street, Chicago, Illinois.

Bidder: Louis and Ruth Carson
Address: 4223 West Maypole
Bid Amount: \$300.00

Real Estate No. 6097
Address: 4221 West Maypole
Permanent Index No. 168-10-414-015

Legal Description

Lot 9 in Block 19 in Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4221 West Maypole Avenue, Chicago, Illinois.

Bidder: Emma Ford
Address: 505 West 62nd Street
Bid Amount: \$451.00

Real Estate No. 5539
Address: 6208 South Normal
Permanent Index No. 20-16-322-032

Legal Description

Lot 24 (except the North 81 - 2/3 feet) in Block 1 in High School Subdivision of Lots 4 and 10 and the West 1/2 of Lot 3 in Lisenbarth's Subdivision of Lot 36 in School Trustees' Subdivision of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6208 South Normal Boulevard, Chicago, Illinois.

Bidder: Bennie Saxon
Address: 6946 South Parnell
Bid Amount: \$325.00

Real Estate No. 1533
Address: 6952 South Parnell
Permanent Index No. 20-21-317-015

Legal Description

The North half of Lot 11 in Block 4 in L.W. Beck's Subdivision of the Southeast quarter of the Southwest quarter of the East half of the Southwest quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6952 South Parnell Avenue, Chicago, Illinois.

Bidder: Francisco Rodriguez
Address: 1018 North Paulina
Bid Amount: \$300.00

Real Estate No. 5753
Address: 1016 North Paulina
Permanent Index No. 17-06-418-024

Legal Description

Lot 34 in Block 11 in William S. Johnston and Others Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1016 North Paulina Street, Chicago, Illinois.

Bidder: Emmitt and Taroniah Wooding
Address: 713 South Tripp
Bid Amount: \$300.00

Real Estate No. 1085
Address: 715 South Tripp
Permanent Index No. 16-15-404-020

Legal Description

Lot 26 in Block 1 in Wm. Hale Thompson's Subdivision of that part of the East half of the Northwest quarter of the Southeast quarter lying North of Barry Point Road, and West half of the Southeast Quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 715 South Tripp Avenue, Chicago, Illinois.

Bidder: Joe N. McNair
Address: 7125 South University
Bid Amount: \$300.00

Real Estate No. 5347
Address: 7127 South University
Permanent Index No. 20-26-106-007

Legal Description

Lot 36 in Block 1 in Cornell Subdivision of the East 1/2 of the Northwest 1/4, Section 26, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 7127 South University Avenue, Chicago, Illinois.

Bidder: Leslie J. Lee
Address: 4454 South Vincennes
Bid Amount: \$301.00

Real Estate No. 6239
Address: 4452 South Vincennes
Permanent Index No. 20-03-407-046

Legal Description

The North 23 feet of the South 30 feet, of Lot 6 in Lydia Simon's Subdivision of Lot in Fanscot, a Subdivision by the Owners of the part West of Vincennes Road of the South 1/2 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 4452 South Vincennes Avenue, Chicago, Illinois.

Bidder: Richard P. Stowell
Address: 1749 West Wabansia
Bid Amount: \$300.00

Real Estate No. 6239
Address: 1747 West Wabansia
Permanent Index No. 14-31-428-006

Legal Description

Lot 17 in Fitch's Resubdivision of Block 26 in Sheffield's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 1747 West Wabansia Avenue, Chicago, Illinois.

Bidder: Barbara J. Thomas
Address: 6215 South Wolcott
Bid Amount: \$354.00

Real Estate No. 7072
Address: 6213 South Wolcott
Permanent Index No. 20-18-426-005

Legal Description

Lot 477 in Cummings and Company's 63rd Street Subdivision of the West half of the Southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois, commonly known as 6213 South Wolcott Avenue, Chicago, Illinois.

Bidder: Cleveland E. Taylor
Address: 217 East 119th Street
Bid Amount: \$300.00

Real Estate No. 3833
Address: 215 East 119th Street
Permanent Index No. 25-27-104-019

Legal Description

Lot 47 in Block 1 in Sawyers' Subdivision of Block 7 in First Addition to Kensington, a Subdivision of Section 27, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 215 East 119th Street, Chicago, Illinois.

SECTION 2. That the conveyances of these City-owned properties under the Adjacent Neighbors Land Acquisition Program are to be subject to all terms and conditions, covenants and restrictions contained in the aforementioned enabling ordinance passed by the City Council on July 23, 1982, which established said program. Additionally, said conveyances are to be made subject to additional terms, conditions, and restrictions contained in the advertisements announcing said program, the "Instructions to Bidders" and the "Offer to Purchase Real Estate", which were included in the official bid packages distributed to bidders.

SECTION 3. That the City-owned vacant properties to be conveyed are to be sold subject to covenants, zoning and building restrictions, easements, and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest Quitclaim Deeds conveying all interest of the City of Chicago in and to said properties to the above listed bidders.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of Housing, City Real Estate Section, that the sale of these properties has been completed, to deliver the cashiers' checks, certified checks, bank checks and money orders of the above listed bidders in the full amount of bids to the City Comptroller, who is authorized to deposit said checks and money orders into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashiers' checks, certified, bank checks and money orders to the unsuccessful bidders for the purchase of said properties.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- Alderman Hagopian -- 1.

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

COMMITTEE ON LICENSE.

Action Deferred -- APPOINTMENT OF MR. JOHN STEELE
AS CHAIRMAN OF LICENSE APPEAL COMMISSION.

The Committee on License submitted the following report, which was, on motion of Alderman McLaughlin and Alderman Volini, *Deferred* and ordered published:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on License, to which was referred a proposed resolution to appoint John Steele as the Chairman of the License Appeal Commission, referred on October 27, 1986, by Mayor Harold Washington for a term ending February 15, 1990, begs leave that Your Honorable Body do pass the said proposed resolution, as 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.

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

WHEREAS, It is provided by the Illinois Liquor Control Law of the State of Illinois that the Chicago City Council shall select a resident of the City to be a member of the License Appeal Commission for a term of four years and until his successor is selected and takes office; and

WHEREAS, Robert J. Weber was selected by the City Council as a member of said License Appeal Commission for the term expiring February 15, 1982, and until his successor is selected and takes office; now, therefore,

Be It Resolved, That John Steele be and is hereby appointed to succeed him as a member of said License Appeal Commission for the term ending February 15, 1990, and until his successor is selected and takes office.

**COMMITTEE ON POLICE, FIRE AND
MUNICIPAL INSTITUTIONS.**

MAYOR'S REAPPOINTMENT OF DR. CANNUTTE RUSSELL, MR. JAMES
FUERST AND MS. MARIAN PRITZKER AS MEMBERS OF BOARD
OF DIRECTORS OF CHICAGO PUBLIC LIBRARY
APPROVED.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions having under consideration a communication signed by Mayor Harold Washington, under the dates of July 9, and August 28, 1986, proposed reappointments of Dr. Cannutte Russell, James Fuerst and Marian Pritzker as members of the Board of Directors of the Chicago Public Library for terms ending June 30, 1989, begs leave to recommend that Your Honorable Body *Pass* the said ordinances, which are transmitted herewith.

These recommendations were concurred in by an unanimous vote.

Respectfully submitted,
(Signed) MICHAEL F. SHEAHAN,
Chairman.

On motion of Alderman Sheahan, the committee's recommendations were *Concurred In* and said reappointments of Dr. Cannutte Russell, Mr. James Fuerst and Ms. Marian Pritzker as members of the Board of Directors of the Chicago Public Library were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

COMMITTEE ON PORTS, WHARVES AND BRIDGES.

**APPROVAL GIVEN TO MAYOR'S APPOINTMENT OF
MR. JAMES WRIGHT AS MEMBER OF
ILLINOIS INTERNATIONAL PORT
DISTRICT.**

The Committee on Ports, Wharves and Bridges submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on Ports, Wharves and Bridges having had under consideration a communication signed by Mayor Harold Washington (referred to your committee on November 24, 1986) to appoint James Wright as a member of the Illinois International Port District, begs leave to recommend that Your Honorable Body *Pass* the appointment, which is transmitted herewith.

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

Respectfully submitted,
(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the committee's recommendation was *Concurred In* and said appointment of Mr. James Wright as a member of the Illinois International Port District was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Bitoy, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

**JOINT COMMITTEE
COMMITTEE ON THE BUDGET.
COMMITTEE ON POLICE, FIRE AND
MUNICIPAL INSTITUTIONS.**

APPROVAL GIVEN TO COLLECTIVE BARGAINING AGREEMENT
BETWEEN CITY AND FRATERNAL ORDER OF
POLICE, CHICAGO LODGE NUMBER 7.

The Joint Committee, composed of the members of the Committee on the Budget and the members of the Committee on Police, Fire and Municipal Institutions, submitted the following report:

CHICAGO, December 10, 1986.

To the President and Members of the City Council:

Your Committee on the Budget and Committee on Police, Fire and Municipal Institutions took under consideration a communication recommending an ordinance concerning a collective bargaining agreement between the City of Chicago and the Fraternal Order of Police, Lodge Number 7. This matter was presented to the Committee on the Budget and the Committee on Police, Fire and Municipal Institutions on December 5, 1986 and considered at a joint committee meeting held on December 10, 1986 and the Committee on the Budget and the Committee on Police, Fire and Municipal Institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Pass* the ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on the Budget and Committee on Police, Fire and Municipal Institutions.

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

Committee on the Budget.

Respectfully submitted,
(Signed) MICHAEL F. SHEAHAN,
Chairman.

*Committee on Police, Fire and Municipal
Institutions.*

On motion of Alderman Evans, the committee's recommendation was *Concurred In* and said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Santiago, Gabinski, Mell, Bitoy, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- Aldermen Burke, Hagopian -- 2.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is the intent of the City of Chicago to establish and promote harmonious understandings and relationships between the City and Fraternal Order of Police, Chicago Lodge No. 7; and

WHEREAS, The City of Chicago desires to formalize said intent in a written agreement; and

WHEREAS, Such agreement has been accepted by the membership of Fraternal Order of Police, Chicago Lodge No. 7; now, therefore,

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

SECTION 1. The Agreement by and between the City of Chicago and Fraternal Order of Police, Chicago Lodge No. 7, in the form attached hereto, is hereby adopted and ratified.

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

Agreement attached to this ordinance reads as follows:

Article I.

Preamble.

This Agreement is entered into by and between the City of Chicago, and Illinois municipal corporation (hereinafter referred to as the "Employer") and the Fraternal Order of Police, Chicago Lodge No. 7 (hereinafter referred to as the "Lodge").

It is the purpose of the this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the Lodge to promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the negotiations, interpretation and application of this Agreement.

In consideration of the mutual promises, covenants and Agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

Article 2.

Recognition.

The Employer recognizes the Lodge as the sole and exclusive collective bargaining representative for all sworn police officers below the rank of sergeant (herein referred to as "Officer"), excluding probationary officers employed by the Employer in its Department of Police, provided said probationary period shall not extend beyond the present twelve (12) month period.

The normal probationary period shall consist of twelve (12) months of actual presence during active duty. Consequently, time absent from duty or not served, for any reason, shall not apply toward satisfaction of the probationary period. During the probationary period an officer is not entitled to any rights, privileges or benefits under this Agreement.

Officers covered by the Agreement who have completed their probationary period as defined in Article 2 of the Agreement, and thereafter commence disability or approved leaves of absence, but subsequently return to active duty shall not be considered probationary and shall be entitled to all rights and benefits provided for in the Agreement, including but not limited to the right to invoke the provisions of Article 9 of the Agreement.

Article 3.

Lodge Security.

Section 3.1 Maintenance of Membership and Agency Shop.

A. Each officer who on the effective date of this Agreement is a member of the Lodge, and each officer who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the lodge during the term of this Agreement.

B. Any present officer who is not a member of the Lodge shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Lodge dues) of the cost of the collective bargaining process and contract administration. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth day following the completion of their probationary period, also be required to pay a fair share of the cost of the collective bargaining process and contract administration.

Section 3.2 Lodge Presentation at Orientation.

The Employer shall grant the Lodge an opportunity during the orientation of new officers to present the benefits of membership in the Lodge.

Section 3.3 Dues Deduction.

A. With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the employer shall deduct from the wages of the officer the dues and/or financial obligations uniformly

required and shall forward the full amount to the Lodge by the tenth (10) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with a schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the employer and the Lodge during the fifteen (15)-day period prior to the expiration of this contract. The employer will not similarly deduct the dues of any other organization as to officers covered by this Agreement.

B. With respect to any officer on whose behalf the Employer has not received a written authorization as provided for in 3.3A above, the Employer shall deduct from the wages of the officer, the fair-share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Lodge by the 10th day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Lodge has certified to the Employer that the affected officer has been delinquent in his obligation for at least 60 days;
- (2) The Lodge has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement of each provision of this Article;
- (3) The Lodge has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to appear before the Board of Directors of the Lodge or its designee for the purpose of being heard on said objections.

Section 3.4 Indemnity.

The Lodge shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purpose of complying with the above provisions of this Article, or in reliance on any list, notices, certifications or assignment furnished under any of such provisions.

Article 4.

Management Rights.

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- (a) to determine the organization and operations of the Department of Police;
- (b) to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;

- (c) to set standards of the services to be offered to the public;
- (d) to direct the officers of the Department of Police, including the right to assign work and overtime;
- (e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;
- (f) to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- (g) to contract out work when essential in the exercise of police power;
- (h) to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- (i) to establish, modify, combine or abolish job positions and classifications;
- (j) to add, delete or alter methods of operation, equipment or facilities;
- (k) to determine the locations, methods, means, and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- (l) to establish, implement and maintain an effective internal control program;
- (m) to suspend, demote, discharge, or take other disciplinary action against officers for just cause; and
- (n) to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

Article 5.

No Strike.

Section 5.1 No Strike Commitment.

Neither the Lodge nor any officer will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or other concerted refusal to perform duties by any officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer.

Neither the Lodge nor any officer shall refuse to cross any picket line, by whomever established.

Section 5.2 Resumption of Operations.

In the event of action prohibited by Section 5.1 above, the Lodge immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 5.3 Union Liability.

Upon the failure of the Lodge to comply with the provisions of Section 5.2 above, any agent or official of the Lodge who is an officer covered by this Agreement may be subject to the provisions of Section 5.4 below.

Section 5.4 Discipline of Strikers.

Any officer who violates the provisions of Section 5.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 5.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure; except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Article 6.

Bill of Rights.

Section 6.1 Conduct of Disciplinary Investigation.

Whenever an officer covered by this Agreement is the subject of a Disciplinary Investigation other than Summary Punishment, the interrogation will be conducted in the following manner:

- A. The interrogation of the officer, other than in the initial stage of the investigation shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.
- B. The interrogation, depending upon the allegation will normally take place at either the officer's unit of assignment, the Officer of Professional Standards, the Internal Affairs Division, or other appropriate location.
- C. Prior to an interrogation, the officer under investigation shall be informed if the identity of the person in charge of the investigation, the interrogation officer and the identity of all persons present during the interrogation. When a formal statement is being taken, all questions directed to the officer under interrogation shall be asked by and through one interrogator.

- D. No anonymous complaint made against an officer shall be made subject of a Complaint Register investigation unless the allegation is of a criminal nature.
- E. Immediately prior to the interrogation of an officer under investigation, he shall be informed in writing of the nature of the complaint and the names of all complainants.
- F. The length of interrogation sessions will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.
- G. An officer under interrogation shall not be threatened with transfer, dismissal or disciplinary action or promised a reward as an inducement to provide information relating to the incident under investigation or for exercising any rights contained herein.
- H. An officer under investigation will be provided without unnecessary delay, with a copy of any written statement he has made.
- I. If the allegation under investigation indicates a recommendation for separation is probable against the officer the officer will be given the statutory administrative proceedings rights, or if the allegation indicates criminal prosecution is probable against the officer the officer will be given the constitutional rights concerning self-incrimination prior to the commencement of interrogation.
- J. An officer under interrogation shall have the right to be represented by counsel of his own choice and to have the counsel present at all times during the interrogation, and/or at the request of the officer under interrogation, he shall have the right to be represented by a representative of the Lodge, who shall be either a police officer on leave to work for the Lodge or a retired police officer working for the Lodge. The interrogation shall be suspended for a reasonable time until representation can be obtained.
- K. At the time an officer is given the original copy of the Request for Complaint Review Panel Hearing/Waiver of Complaint Review Panel Hearing and Waiver of Police Board Review, the officer will be informed of the rule(s) violated and the corresponding specifications of misconduct, to include date, time, location and manner in which the rule was violated.

If new allegations of the rule(s) violated and/or the corresponding specifications are thereafter made, a new Request for Complaint Review Panel Hearing/Waiver of Complaint Review Panel Hearing and Waiver of Police Board Review shall be given to the officer at least fifteen (15) days prior to the date of said hearing.

Section 6.2 Witness Officer's Statements In Disciplinary Investigations.

When an officer covered by this Agreement is required to give a written statement or oral statement in the presence of an observer, as a witness in a disciplinary investigation

other than summary punishment, or as a witness in a police-related shooting investigation, at the request of the officer the interview shall be conducted in the following manner:

- A. The interview of the officer shall be scheduled at a reasonable time, preferably while the officer is on duty, or if feasible, during daylight hours.
- B. The interview, depending on the nature of the investigation, will normally take place at either the officer's unit of assignment, the Office of Professional Standards, the Internal Affairs Division, or other appropriate location.
- C. Prior to an interview, the officer being interviewed shall be informed of the identity of the person in charge of the investigation, the interviewing officer, the identity of all persons present during the interview, and the nature of the complaint, including the date, time, location and relevant R. D. number, if known. When a formal statement is being taken, all questions directed to the officer being interviewed shall be asked by and through one interviewer.
- D. The officer will be provided, without unnecessary delay, with a copy of any written statement he has made.
- E. An officer being interviewed pursuant to this section shall, upon his request, have the right to be represented by counsel of his own choice and to have that counsel present at all times during the interview, or at the request of officer being interviewed, he shall have the right to be represented by a representative of the Lodge who shall be either a police officer on leave to work for the Lodge or a retired police officer working for the Lodge. For purposes of this paragraph E., "represented" shall mean that the officer's counsel and/or representative, if any, shall only advise the officer but shall not in any other way interfere with the interview. The interview shall be postponed for a reasonable time, but in no case more than forty-eight hours from the time the officer is informed of the interview and the general subject matter thereof, until his counsel or his representative can be obtained; provided that, in any event, interviews in shooting cases may be postponed for no more than two hours.
- F. This Section 6.2 shall not apply to: questions from a supervisor in the course of performing his normal day-to-day supervisory duties or to requests to prepare detailed reports or To-From-Subject Reports, except To-From-Subject Reports that relate to a police-related shooting.
- G. The length of interviews will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.

Section 6.3 Non-adoption of Ordinance.

The City of Chicago shall not adopt any ordinance and the Chicago Police Department shall not adopt any regulation which prohibits the right of an officer to bring suit arising out of his duties as an officer.

Section 6.4 Photo Dissemination.

No photo of an officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered by the Police Board.

Section 6.5 Compulsion of Testimony.

The Chicago Police Department shall not compel an officer under investigation to speak or testify before, or to be questioned by any nongovernmental agency relating to any matter or issue under investigation.

Section 6.6 Auto-Residency Card.

No officer shall be required to submit the information now required in an Auto-residency Card as it applies to any other member of his family or household.

Section 6.7 Polygraph.

When a polygraph exam is deemed necessary, the complainant will be requested to take a polygraph exam first.

If the complainant refuses to take a polygraph exam, the accused police officer will not be requested to take a polygraph exam. If the complainant takes the polygraph exam and the results indicate deception, the accused officer may be requested to take a polygraph exam covering those issues wherein the examiner determines that the complainant is truthful.

When the polygraph is used, the accused member will be advised 24 hours prior to the administering of the tests, in writing, of any questions to which the Department will request an answer.

If the officer under investigation requests to take a polygraph exam, he may do so.

Provided, that anything in this Agreement to the contrary notwithstanding, (1) an officer shall not be disciplined for refusal to take a polygraph exam, and (2) the results of polygraph exams shall not be admissible as evidence in proceedings before the Police Board or in any proceeding where the officer may appeal to the Police Board, unless by Illinois or Federal Court decision or Illinois statute, such evidence becomes admissible before the Police Board.

Section 6.8 Disclosure.

An officer shall not be required to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is reasonably necessary to monitor the performance of the officer's job, violations of reasonable Employer rules, statutes, ordinances, or this Agreement. In the administration of fringe benefits applicable to all employees of the Employer, officers covered by this Agreement may be required to disclose any coverage they (including any member of their families or households) may have under health or medical insurance and the name and appropriate identification of the

carrier and coverage. The parties agree that the disclosure of such personal information shall not be made available for public inspection or copying because such would be an unwarranted invasion of personal privacy of the officer, and/or is intended to otherwise be exempt from any state or local freedom of information statute, ordinance or executive order.

Section 6.9 Media Information Restrictions.

The identity of an officer under investigation shall not be made available to the media unless there has been a criminal conviction or a decision has been rendered by the Police Board (or by the Superintendent or Complaint Review Panel where no appeal is taken to the Police Board). However, if the officer is found innocent, the officer may request and the Department shall issue a public statement.

Article 7.

Summary Punishment.

Section 7.1 Administration of Summary Punishment.

It is agreed that the provisions contained elsewhere in this Agreement shall not apply to Summary Punishment action, which action shall be considered as an alternative to formal disciplinary procedures, provided that in each such action the following shall apply:

- A. The summary punishment which may be administered is limited to:
 - 1. reprimand;
 - 2. excusing a member for a minimum of one day to a maximum of three days without pay.

In lieu of days off without pay, an officer may be permitted to utilize accumulated compensatory time to satisfy the summary punishment.
- B. The Department shall promulgate, maintain and publicize reasonable guidelines which will specify those acts, omissions or transgressions, the violation of which will subject an officer to summary punishment action, and the penalties for each such violation, which shall be uniformly applied.
- C. Summary punishment action may be challenged before the Complaint Review panel, and the affected officer may be represented by an F.O.P. representative.

Section 7.2 Challenge Of Summary Punishment.

After summary punishment has been administered three (3) times within a twelve (12) month period, an officer who wishes to contest the application of summary punishment on a fourth occasion within the last twelve (12) months may contest the fourth and/or succeeding applications of summary punishment by timely challenge through the Complaint Register process or the grievance procedure. An officer who initiates such

action through the Complaint Register process shall have the right to be represented by an F.O.P. representative at the Complaint Review panel.

Article 8.

Employee Security.

Section 8.1 Just Cause Standard.

No officer covered by this Agreement shall be suspended, relieved from duty or disciplined in any manner without just cause.

Section 8.2 File Inspection.

The Employer's personnel files, disciplinary history files and completed inactive investigative files, except for information which the Employer deems to be confidential, shall be open and available for inspection by the affected officer during regular business hours.

Section 8.3 Limitation on Use of File Material.

It is agreed that any material and/or matter not available for inspection, such as provided in Section 8.2 above, shall not be used in any manner or any forum adverse to the officer's interests.

Section 8.4 Use and Destruction of File Material.

Disciplinary Investigation Files, Disciplinary History Card Entries, O.P.S. disciplinary records, and any other disciplinary record or summary of such record other than Police Board cases, will be destroyed five (5) years after the date of the incident or the date upon which the violation is discovered, whichever is longer, and therefore cannot be used against the officer in any future proceedings in any other forum, unless the investigation relates to a matter which has been subject to either civil or criminal court litigation prior to the expiration of the five year period. In such instances, the Complaint Register case files normally will be destroyed five years after the date of the final court adjudication, unless a pattern of sustained infractions exists.

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any future proceedings.

Any record of summary punishment may be used for a period of time not to exceed one (1) year (three (3) years in the case of vehicle license violations) and shall thereafter not be used to support or as evidence of adverse employment action.

Section 8.5 C.R.P. Representation.

An accused officer appearing before the Complaint Review Panel shall, upon request by said officer, be represented by a representative of or designated by the Lodge. The

representative may make inquiry on relevant and material issues on behalf of said officer and may present argument and a summary of evidence in support of the accused officer's position, all of which shall at all times be in accordance with reasonable procedural rules made known at least 30 days in advance to the Lodge.

Section 8.6 Psychological Review.

If an officer has been involuntarily relieved from active duty and placed on medical disability leave due to psychological or psychiatric reasons, or has been involuntarily continued on such leave, then, upon request of the officer within seven calendar days of denial of his request to return to active duty, the officer shall, as promptly as feasible, be evaluated by a panel of three psychiatrists or psychologists, one to be appointed by the Lodge, one to be appointed by the Employer and a third to be appointed by mutual agreement of the Employer's and the Lodge's psychiatrist or psychologist. The mutually-appointed panel member must be a qualified psychiatrist or psychologist knowledgeable about police duties. This panel shall have the authority to examine and evaluate the officer, and recommend whether or not the officer is fit for full duty. In making its recommendations, the primary considerations of the panel shall be the protection and safety of, and need for effective service to, the public, which considerations shall prevail over all others in any case of conflict of interests between the officer and the Employer.

Each party shall bear the full cost of the panel member appointed by it, with the cost of the mutually-appointed panel member to be split equally between the parties. This recommendations of the panel shall be binding upon the Employer, the Lodge and the officer.

Article 9.

Grievance Procedure.

Section 9.1 Definition and Scope.

A grievance is defined as a dispute or difference between the parties to this Agreement concerning interpretation and/or application of this Agreement or its provisions. Summary Punishment shall be excluded from this procedure, except as provided in Article 7.2. The separation of an officer from service is cognizable only before the Police Board and shall not be cognizable under this procedure, provided, however that the provisions of Article 1 shall be applicable to separations.

Section 9.2 Procedure, Steps, and Time Limits.

A grievance may be initiated by the Lodge or an aggrieved officer. Any officer shall have the right to present a grievance at any time, although it is understood that the officer should attempt to satisfy his concerns on an informal basis before invoking the procedure. In the event an informal resolution proves to be unsatisfactory, a grievance may be filed in a form to be agreed upon between the Lodge and Employer and shall be processed in accordance with this Agreement. Upon request, the grievant shall be represented by an appropriate Lodge representative, provided, however, the grievant officer may have the

grievance adjusted without a Lodge representative, so long as such adjustment is not inconsistent with the provisions of this Agreement.

Step One: The grievant will first attempt to resolve the grievance with his immediate supervisor. This attempt at resolution shall be made by the officer within seven (7) of the officer's working days following the events or circumstances giving rise to the grievance or where first known by the grievant, or 35 days, whichever period is shorter. An F.O.P. representative may accompany the grievant if requested by the grievant. The superior shall give his decision to the grievant within five (5) of the supervisor's working days of its presentation.

Step Two: If the response at Step One is not satisfactory to the grievant, the grievant may pursue an adjustment through his designated representative by filing a request for determination, with his written grievance attached, with the Lodge within seven (7) days of the Step One response or within seven (7) days of the expiration of the response period in Step One, whichever is sooner. The Lodge shall then determine whether in its opinion a valid grievance exists. Unless the Lodge elects to proceed, there shall be no further action taken under this procedure. If the Lodge chooses to proceed, it may seek a resolution or adjustment of the grievance by presenting in person the written grievance to the first Exempt Command Officer next in chain of command within seven (7) days from the time the Lodge receives the grievant's request. Following a hearing on the issue, this Exempt Command Officer shall render a decision in writing within ten (10) days of receiving the grievance. If the grievant is directed by the Employer to meet concerning his grievance at a time when the officer is not scheduled to work, he shall be compensated for such time at the applicable rate provided for in this Agreement, including the provisions of Article 20; provided an officer shall not be compelled to attend a Step Two hearing on his regular day off without his consent.

Step Three: If the response at Step Two is not satisfactory to the grievant and the Lodge, the Lodge may submit the grievance in writing to the Superintendent of Police or his designated representative(s) within fifteen (15) days of the Step Two response or the expiration of the response period in Step 2, whichever is sooner. Following a hearing on the issue, the Superintendent of Police or his designated representative(s) shall render a decision to the Lodge in writing within fifteen (15) days of receiving the grievance.

Step Four: Within fifteen (15) days of the receipt of the decision of the Superintendent of Police or his designated representative(s), the Lodge may, upon written request, refer the grievance to arbitration.

Section 9.3 Arbitration.

Either party may seek arbitration. If the Employer desires to proceed to arbitration, Section 9.2 does not apply. If either party proceeds to arbitration, the following procedure shall apply:

- A. Within ten (10) days, the Employer and Lodge shall attempt to mutually agree upon an Arbitrator. If they fail to agree, a list of seven (7) qualified neutrals shall be requested from the American Arbitration Association. Within five (5) days after receipt of the list, the parties shall select an Arbitrator. Both the Employer

and Lodge each shall alternately strike names from the panel. The remaining person shall be the Arbitrator; or

- B. The Employer or the Lodge, by mutual agreement, may submit the matter to expedited arbitration under rules to be determined between the parties.

Section 9.4 Authority of the Arbitrator.

- A. Except as specified in Subsection B below, the Arbitrator shall have no right to amend, modify, nullify, disregard, add to, or subtract from the provisions of this Agreement. The Arbitrator shall only consider and make a decision with respect to the specific issue or issues presented to the Arbitrator and shall have no authority to make a decision on any other issues not so submitted. The Arbitrator shall submit in writing his decision to the Employer and to the Lodge within thirty (30) days following the close of hearing unless the parties agree to an extension thereof. The decision shall be based upon the Arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented, and shall be final and binding upon the parties.
- B. Any officer who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to financially supporting organizations such as the Lodge, upon proof thereof, may be excused from the obligations set forth in Section 3.1, Article 3; and the Arbitrator may require, in lieu of such obligations, the payment by such officer of a sum equal to the fair share agency fee to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of Title 26 chosen by such officer from a list of at least three such funds to be submitted by the Lodge. The Employer shall not participate in but shall be bound by such an arbitration.

If an officer who holds conscientious objections pursuant to this section requests the Lodge to use the grievance-arbitration procedure on the officer's behalf, the Lodge may charge the officer the reasonable costs of using the procedure.

Section 9.5 Expenses of the Arbitrator.

The fee and expenses of the Arbitrator shall be borne by the party whose position is not sustained by the Arbitrator. The Arbitrator, in the event of a decision not wholly sustaining the position of either party, shall determine the appropriate allocation of his fees and expenses. Each party shall be responsible for compensating its own representative(s) and witness(es). The cost of a transcript, where requested by either party, shall be paid by the party so requesting it.

Section 9.6 Processing and Time Limits.

The resolution of a grievance satisfactory to the Lodge at any step shall be deemed a final settlement, and any grievance not initiated or taken to the next step within the time limit specified herein will be considered settled on the basis of the last answer by management. The time limits specified in this Article may

be extended or waived by mutual agreement. Grievances may be initiated at any appropriate step corresponding with the nature of the grievance and the manner in which it arose.

Section 9.7 Normal Operations.

Grievance meetings shall be scheduled at reasonable times and in a manner which does not unreasonably interfere with the Employer's operations. Reasonable duty time shall be allowed the grievant officer(s) and the watch representative or unit representative under this Article, for the pre-arbitral steps under Section 9.2.

Section 9.8 Exhaustion.

It is the intent of the parties to this Agreement that the procedures set forth in this Article shall be mandatory as to any grievance unless expressly and specifically excluded by the terms of this Agreement.

Article 10.

Non-Discrimination.

Section 10.1 Equal Employment Opportunity.

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 10.2 Non-Discrimination.

The Employer shall not discriminate against officers, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, religion, age (40-70), or national origin of the officer nor shall the Employer discriminate against officers as a result of membership in the Lodge. Officers shall not be transferred, assigned or reassigned for reasons prohibited by this Section 10.2.

Section 10.3 Political Activity or Campaigning.

The Employer shall not prohibit a police officer from or discriminate against his engaging in political activities or campaigning while off duty, provided that the officer does not:

- a. wear a uniform or any part thereof which would identify the individual as a police officer, or use property (including documents or records) of the Chicago Police Department;
- b. display or otherwise lead others to believe he is carrying a badge, baton or gun;
- c. hold himself out as a police officer, except that a truthful response to a legitimate question shall not be a violation of this section;

- d. engage in such activities in a District(s) where he is assigned, unless the officer lives in the District, except that the Employer shall not transfer an officer into a District for the purpose of preventing him from engaging in such activities.

Any officer who runs for a political office shall take a leave of absence upon the filing of the petition for office pursuant to the Employer's regular leave of absence policy.

Section 10.4 Religious Holiday Accommodation.

The obligation to accommodate the religious beliefs of officers covered by the Agreement is fulfilled if those officers whose religious beliefs require that they not work, but who are scheduled to work on a recognized religious holiday are permitted, at the officer's option, one of the following choices in order to be excused from their regular tour of duty: (a) the use of a personal day; (b) the use of compensatory time; (c) voluntary change of regular day off (as permitted in Section 20.3 of the Agreement); or (d) excused from duty, non-disciplinary (Code 89). This option may be applied for certain recognized religious holidays of faiths whose tenets require abstinence from work, subject to the determination of the Commanding Officer that this accommodation does not unduly interfere with operational needs.

Section 10.5 Use of Masculine Pronoun.

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Article 11.

Holidays.

Section 11.1 Designated Holidays.

The Employer agrees that the following days shall be considered holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday

Washington's Birthday

Pulaski Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Section 11.2 Compensation for Holidays.

Effective July 1, 1981 compensation for the holidays listed in Section 11.1 is granted as follows:

- a. Employees who are required to work a regular tour of duty (eight hours) on a holiday will be credited with eight hours of compensatory time, and four (4) hours of additional pay.
- b. Employees whose regular day-off coincides with an established holiday will be credited with eight hours of compensatory time.
- c. Employees whose regular day-off coincides with an established holiday, and who are required to work a regular tour of duty (eight hours) on that holiday, will be credited with twenty (20) hours compensatory time, and four (4) hours of additional pay.
- d. All hours in excess of a regular tour of duty on a holiday will be compensated in accordance with the provisions of Article 20, Hours and Overtime.
- e. Compensatory time will not be credited to an employee on a holiday if he is on the medical roll (excluding I.O.D.), absent due to sickness, or death in family, on military leave, suspended, excused non-disciplinary, or on a leave of absence.

Section 11.3 Personal Day.

Effective January 1, 1987 and for each calendar year thereafter officers shall be entitled to receive, in addition to the days specified in Section 11.1, four (4) personal days. Officers shall not be required to work on a personal day provided that written notice of the personal day is given to the appropriate superior no later than ten (10) days prior to the personal day; provided further, that a holiday specified in Section 11.1 may not be selected as a personal day, and that the granting of the personal day does not adversely affect Department operations.

Section 11.4 Special Compensation Time.

If, as a result of a declaration by the Mayor, all employees of the City of Chicago except for police and fire department employees are given a day off or portion thereof with pay,

then all officers who are required to work during such excused time shall be given compensatory time off at straight time rate equivalent to the hours worked during such excused time.

Article 12.

Dental Plan.

Effective September 1, 1981, the present Dental Plan covering officers shall be extended to provide dental coverage for all dependents of officers covered by this Agreement, the cost of such dependent coverage to be borne by the Employer.

Article 13.

Layoffs-Reemployment.

Section 13.1 Notice of Layoffs.

When there is an impending layoff with respect to any officers in the bargaining unit, the Employer shall inform the Lodge in writing no later than thirty (30) days prior to such layoff. The Employer will provide the Lodge the names of all officers to be laid off prior to the layoff. Probationary officers shall be laid off first, then officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority in the Police Department shall be laid off first, unless special qualifications dictate retention. All officers shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs.

Section 13.2 Hiring During Layoffs.

No employees may be hired to perform or permitted to perform those duties normally performed by an officer while any officer is in layoff status. In the event special qualifications requiring expert skills of a technical or professional nature are unavailable in the bargaining unit, but essential to the operation of the Department, the parties shall meet to resolve such issue. If a mutual resolution is not reached, the Employer may invoke the grievance procedure.

Section 13.3 Recall.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Police Department, as provided in this Agreement, prior to any new officers being hired.

Article 14.

Bulletin Boards.

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available, upon which the Lodge may post its notices.

*Article 15.**Safety Issues.**Section 15.1 Cooperation.*

The Employer and the Lodge agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment and facilities.

Section 15.2 Safety Committee.

Three (3) officers designated by the Lodge and three (3) persons designated by the Employer shall comprise a safety committee for the purpose of discussing safety and health issues relating to officers and to recommend reasonable safety and health criteria relating to equipment and facilities. The committee shall meet once each month, or otherwise by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the Superintendent of Police with a copy to the Lodge, but shall not be binding upon the Employer or the Lodge.

Section 15.3 Disabling Defects.

No employee shall be required to use any equipment that has been designated by both the Lodge and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the police officer will notify his supervisor, complete required reports, and follow the supervisors direction relative to requesting repair, replacement or the continued operation of said vehicle.

*Article 16.**Secondary Employment.*

The Employer reserves the right to restrict secondary employment for good cause.

*Article 17.**F.O.P. Representatives.*

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 17.1 Meeting Participation and Scheduling.

The Employer recognizes and agrees to meet with F.O.P. representatives, including Watch and Unit representatives relating to matters covered by this Agreement. Meetings

shall occur at reasonable times by mutual agreement. The names of designated representatives shall be certified to the Employer in writing by the Lodge.

Section 17.2 Leave from Duty.

In addition to the Lodge President, four officers covered by this Agreement shall, upon written request be granted leave from their duties for the Employer, but shall remain on the payroll of the Employer for the purpose of performing full-time duties on behalf of the Lodge. During such leave, such representatives shall continue to accumulate seniority, and shall be eligible for and shall receive all benefits as if they were fully on duty, including, but not limited to, pension accruals; provided, however, that the Lodge shall reimburse the Employer in an amount equivalent to the salary and fringe benefits paid to such representatives, or on their behalf, provided that the Employer will remain responsible for its portion of the pension contribution. The duration of such leaves shall not exceed three (3) years, but shall be renewable for such successive periods thereafter not to exceed three (3) years each successive period. Such leaves may be revoked or rescinded only by written notice to the Employer from the President of the Lodge. Up to 2 additional officers covered by this Agreement who shall be elected to a State Lodge and/or National Office of the Fraternal Order of Police shall, upon written request, be granted leave from his duties for the Employer under the same terms and conditions as specified in this Section.

Section 17.3 Attendance at Lodge Meetings.

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials and members of the Board of Directors of the Lodge shall be permitted reasonable time off, without loss of pay, to attend general, board or special meetings of the Lodge, provided that at least forty-eight (48) hours' notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer. Unit representatives shall also be included within the provisions of the preceding sentence, provided that such time off for such unit representatives shall be without pay, unless the unit representative has compensatory time available and elects to use it.

Section 17.4 Grievance Processing.

Reasonable time while on duty shall be permitted Lodge representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 17.5 Attendance at State and National Conferences.

- A. Subject to staffing needs, a reasonable number of appointed or elected delegates will be permitted to attend state and national conferences of the F.O.P. Such conference time shall be equal to the duration of the conference plus reasonable travel time to and from such conference.

- B. A maximum of twenty-two (22) members of the F.O.P. Board of Directors will be permitted to attend state and national conventions of the F.O.P. with pay. Such convention time shall be equal to the duration of the convention plus reasonable travel time to and from such convention, up to a maximum of five (5) days every two (2) years.

Section 17.6 Lodge Negotiating Team.

Members designated as being on the Lodge negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Lodge negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 17.7 Lodge Activity.

The Employer shall not prohibit discussion, solicitation, or distribution of literature, among officers covered by this Agreement, with respect to matters concerning Lodge affairs, unless such activity interferes with the performance of the duties of any employee or with the orderly and efficient operations of the Employer, or unless it interferes with the transaction of business by the public with the City government.

Article 18.

Disability Income.

Section 18.1 I.O.D.

Effective January 1, 1981, any officer absent from work on account of injury on duty (I.O.D.) for any period of time not exceeding twelve (12) months shall receive for each such I.O.D. full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician. Such certification shall not be unreasonably withheld.

Section 18.2 Non-I.O.D.

Effective January 1, 1984, any officer absent from work on account of non- I.O.D. injury or illness for any period of time not exceeding twelve (12) months in any twenty-four (24) consecutive month period, shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by the Department's physician. Such certification shall not be unreasonably withheld.

Section 18.3 Limited Duty I.O.D.

Officers injured in the line of duty, who are certified by the Police Department Medical Director as being able to perform limited duty assignments, shall be given limited duty assignments until they can perform regular duty assignments, or until they are mandatorily retired, whichever occurs first.

Section 18.4 Recognized Openings.

Any officer who is certified by the Police Department Medical Director as being able to perform a limited duty assignment may be placed by the Employer in a recognized opening, as defined in Section 23.9, notwithstanding anything in Section 23.9 to the contrary.

Section 18.5 Certification.

Certification that an officer has been injured in the line of duty shall not be unreasonably withheld.

Section 18.6 Return To Duty.

In order to enable officers applying to return from leave for injury or illness to be processed back to duty as soon as possible, the Employer shall advise such officers in advance of the records needed and other requirements they must meet in order to permit such return.

If the Employer requires and specifies certain additional medical tests to be performed and passed as a condition of the officer's return, and said tests were not, and are not normally, performed in the normal course of appropriate medical treatment for the illness or injury involved, then the Employer shall, at its option, either provide the test, or reimburse the officer for the cost of both the test and any required record thereof to the extent that such cost is not covered by insurance.

The Employer shall not require a physician's certificate as a condition of return to duty from medical leave lasting three days or less, except for good cause.

Article 19.

Bereavement Leave.

Section 19.1 Death in Family.

The Employer agrees to provide to officers leave without loss of pay, as result of death in the family, not to exceed three (3) consecutive days, including regularly-scheduled days off, immediately following the death of a member of the immediate family.

Annual and time-due furlough will not be extended as a result of death occurring in the officer's immediate family during such furlough unless the death occurs during the last three (3) days of the furlough period, at which time the procedure outlined above will be followed.

Section 19.2 Definition of Family.

A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

*Article 20.**Hours and Overtime.*

Section 20.1 Workday and Workweek.

All time in excess of the hours worked in the normal workday (8 hours) and the normal workweek (40 hours) shall be compensated as provided in Section 20.2.

Section 20.2 Compensation for Overtime.

All approved overtime in excess of the hours required of an officer by reason of the officer's regular duty, whether of an emergency nature or of a non-emergency nature, shall be compensated for at the rate of time-and-one-half. Such time shall be computed on the basis of completed fifteen (15)-minute segments.

The officer shall have the option of electing pay or compensatory time, at the rate of time-and-one-half, for approved overtime hours worked provided that, effective April 15, 1986, officers may accumulate a maximum of 480 hours compensatory time as a result of earned overtime for hours worked in excess of 171 per 28-day police period.

Section 20.3 Sixth and Seventh Day Work.

An officer who is in pay status for six (6) or seven (7) consecutive days within the pay period Sunday through Saturday will be compensated for at the rate of time-and-one-half for work performed on the sixth (6th) day and seventh (7th) day. Voluntary schedule changes will be exempt from this provision.

Section 20.4 Call-Back.

A call-back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly-scheduled working hours. Officers reporting back to the Employer's premises at a specified time on a regular scheduled workday shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 20.5 Court Time.

Officers required to attend court outside their regularly-scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours, except (1) if the court time is during the officer's compensatory time and the officer knew of the court date before his request for compensatory time was approved, (2) while the officer is on paid medical leave, or (3) the officer is compensated for such time by a secondary employer.

Officers required to attend authorized court or authorized pretrial conference within one (1) hour immediately preceding their normal tour of duty will be compensated at the overtime rate of one (1) hour. Officers required to attend authorized court or authorized pretrial conferences commencing during their tour of duty and extending beyond the

normal end of the tour of duty will be compensated at the overtime rate on the basis of completed fifteen (15) minute segments. This overtime will be computed from the end of the normal tour of duty to the sign-out time at court or at conclusion of the pretrial conference.

Court appearances during off-duty hours will be credited at the rate of time- and-one-half with a minimum of two hours when the actual time spent in court is two hours or less. When the actual time spent in court exceeds two hours, overtime will be computed on the basis of completed 15 minute segments. Appearances at more than one court on the same day will be computed at the rate of time-and-one-half in the following manner:

1. When the time between court appearances exceeds two hours (sign-out time from the first court to sign-in time at the next court), a minimum of two hours will be credited for each court appearance.
2. When the time between court appearances is two hours or less, overtime will be computed on the basis of completed 15-minute segments for the total time between sign-in at first court and sign-out time at the last court. A minimum of two hours will be credited when this total time is two hours or less.

Section 20.6 Volunteer Tour of Duty.

Volunteers working a tour of duty (daily or weekly) other than that specified in Section 20.1 shall be compensated at the overtime rate only when that tour of duty exceeds the designated hours.

Section 20.7 Change of Schedule.

The Employer's right to assign officers for duty at any time and at different times during each 28-day police period remains unrestricted and unchallenged. Watch assignments effective on "change day" shall remain unchanged by the Employer for the duration of each 28-day police period, except for in-service training, one program per year, with seven (7) days' notice to the officer, and court appearances in excess of two (2) consecutive days. However, starting times may be adjusted by the Employer: (1) plus or minus two (2) hours from the designated starting time; or (2) for up to seven (7) hours within an officer's assigned watch for circumstances not known to the Department 48 hours prior to the start of the police period. Provided that where an officer who has been scheduled to attend in-service training does not attend for any reason beyond the reasonable control of the Employer, the Employer may reschedule said officer for said in-service training without payment of premium time hereunder.

Any adjustment inconsistent with the above provision, made after the start of the 28-day police period, will result in payment in accordance with Section 20.2 for the hours worked outside of the officer's tour of duty scheduled at the beginning of the officer's 28-day police period for that period. Shift changes during a police period made voluntarily at the request of an officer and upon approval of the Employer shall not require additional compensation.

This Section does not apply to a condition where the Superintendent of Police and the Mayor have determined in writing that a serious emergency condition exists or to officers

assigned to duties which by their very nature require changes in starting time, including: Personnel working in the Office of Superintendent, working in the Patrol Division who are assigned to district tactical teams, First and Eighteenth District foot patrol units, Patrol Division Administration, the Detail Unit, the Labor Relations Section, the Mounted Unit and the Gang Crimes Section; Internal Affairs Division; Bureau of Community Services; Personnel Division Personnel Investigations Section; Summer Mobile Force; Organized Crime Division; Special Events Unit; Detached Services Unit; Operational Services-Administration; Youth Division Special Investigations Unit; Auto Theft Special Investigative and Stripping Teams; Central Investigation Unit; Detective Division mission teams and officers assigned to dignitary protection duties as part of their regular duties, or temporary replacements therefor, excluding officers assigned to visiting dignitaries; and up to two officers assigned to the immediate staff of exempt commanding officers.

Section 20.8 Stand-By.

Where the Employer requires an officer to remain on standby, available for work, and the officer is not able to come and go as he pleases, such time shall be paid as time worked.

Section 20.9 Day-Off Changes.

Days off assigned on 'change day' shall remain unchanged for the duration of each 28-day police period except for in-service training programs, with a maximum of one program per year provided the officer is given seven (7) days' notice of such change.

The Employer's right to assign officers for duty while on regular day-off status is unrestricted and unchallenged. The Employer agrees, however, that in each such event it will pay the officer so assigned the optional premium time under Article 20 of the Agreement (except for in-service training programs, with a maximum of one program per year provided the officer is given seven (7) days' notice of such change), provided, that where an officer who has been scheduled to attend in-service training does not attend for any reason beyond the reasonable control of the Employer, the Employer may reschedule said officer for said in-service training without payment of premium time hereunder.

Day-off changes made voluntarily at the request of an officer, and upon approval of the Employer, shall not require premium pay pursuant to Section 20.3. Changes required to implement the provisions of Section 23.2 controlling scheduled days off for members of the bargaining unit going on or returning from furlough, also shall not require premium compensation.

The Lodge acknowledges that willingness to forego summer furlough and days off on Saturdays, Sundays and holidays and accept varied days off each week are conditions of assignment among mounted unit patrol officers covered by the collective bargaining agreement. The mounted unit is a recognized exception to this Section, and a change of regular day-off status for personnel assigned to the mounted unit may be made on a day other than "change day" without payment of premium time under Article 20 of the Agreement, provided that affected personnel shall receive at least ten (10) days' notice of such change.

Section 20.10 Day-Off Group Assignment.

In the event the Employer determines to change an officer's day-off group assignment, the Employer shall seek volunteers to satisfy its needs; provided, however, (1) if there are more volunteers than required, the volunteers with the greatest seniority on the watch in the day-off group affected shall be changed, and (2) if there are not sufficient volunteers, the officers with the lowest seniority on the watch in the day-off group affected shall be changed; provided further, said officers meet the Employer's needs.

Section 20.11 Accumulation of Compensatory Time.

The Employer will not restrict an accumulation of compensatory time subject to Section 20.2; and the number of hours of compensatory time which an officer has on record shall not be the controlling factor in determining whether an officer will be allowed to take time due.

Article 21.

Uniforms.

Section 21.1 Uniforms and Equipment Advisory Committee.

The Lodge shall establish a three (3)-member Uniforms and Equipment Advisory Committee. The Committee's function will be to offer recommendations relative to additions or deletions in the Department's Uniforms and Personal Equipment Program. The recommendations will be channeled through the Research and Development Division to the Department's Uniforms and Personal Equipment Policy Committee. Any and all recommendations made by the Uniform and Equipment Advisory Committee will be advisory only.

Section 21.2 Major Changes.

The Department will apprise the Uniform and Equipment Advisory Committee of the Lodge whenever major changes to the Uniform and Personal Equipment Program are anticipated.

Section 21.3 Uniform Allowance.

Each officer shall continue to receive a uniform allowance of \$400.00 per year, payable in two installments of \$200.00 each, provided that:

- (a) an additional supplementary payment in the amount of \$150.00 shall be made by December 15, 1986;
- (b) an additional supplementary payment in the amount of \$150.00 shall be made by December 15, 1987; and
- (c) An additional supplementary payment in the amount of \$150.00 shall be made by December 15, 1988.

- (d) The two regular installments of the annual uniform allowance shall be paid by February 1 and August 1 of each year.

Section 21.4 Uniform Change or Modification.

The Employer shall pay for the first issue of any change in or modification of the prescribed uniform announced and effective after November 15, 1981.

Section 21.5 Uniform Option.

Subject to seasonal uniform requirements, the prescribed dress uniform may be worn at any time at the officer's option. The current optional winter leather jacket is reclassified as an alternative to the prescribed long cloth coat, but an officer shall not be required to own both. When performing administrative/clerical duties inside a facility, the prescribed uniform short sleeved shirt may be worn irrespective of seasonable uniform requirements.

Article 22.

Indemnification.

Section 22.1 Employer Responsibility.

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed, or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in Section 22.4.

Section 22.2 Legal Representation.

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties.

Section 22.3 Cooperation.

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 22.4 Applicability.

The Employer will provide the protections set forth in Sections 22.1 and 22.2 above so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 22.3, with the City of Chicago in defense of the action or actions or claims.

Section 22.5 Expedited Arbitration.

Grievances alleging a violation of Article 22 may be initiated at Step Four of the grievance procedure. In arbitrations thereunder, unless the parties agree otherwise, hearing shall commence within thirty (30) days of the selection of the arbitrator, and the arbitrator shall issue his award in writing within fifteen (15) days following the close of the

hearing; the full written decision of the arbitrator may be issued within thirty (30) days of the close of the hearing.

Article 23.

Seniority.

Section 23.1 Definition and Application.

- A. Seniority shall be defined as an officer's continuous length of service from the date of last hire as a police officer, subject to subsection B below.

The seniority of an officer retained beyond the twelve-month probationary period shall date back to the last date of hire as a police officer and be subject to the deductions provided in subsection B.

In the event two or more officers have the same seniority date, the older officer, as determined by referring to the officers' date of birth as recorded on their employment application, shall receive the higher seniority status.

- B. There shall be only one seniority for officers covered by this Agreement and that seniority shall control for the purpose of determining rights, benefits, and other conditions of employment affected by seniority under this Agreement, subject to the following:

- (1) Suspensions occurring before July 1, 1981 shall be deducted in computing continuous length of service for purposes of determining advancement within the salary schedule, amount of furlough, and seniority for other purposes covered by this Agreement.
- (2) All absence from the Employer's service without pay as a result of leaves for more than thirty (30) days (other than military or duty disability) and all unexcused absences shall be deducted in computing continuous length of service for purposes of determining advancement within the salary schedule, amount of furlough, and seniority for other purposes covered by this Agreement.
- (3) Effective January 1, 1984, only the days absent in excess of a thirty (30) day leave from the Employer's service without pay (other than military or duty disability) shall be deducted in computing continuous length of service for purposes of determining advancement within the salary schedule, amount of furlough, and seniority for other purposes covered by this Agreement.

- C. The seniority for officers who resigned after August 18, 1981, applied for reinstatement within one (1) year, and were subsequently rehired prior to January 1, 1984 shall be computed by deducting time lost due to resignation and as provided for in subsection B.

- D. The seniority of an officer and the employment relationship shall be terminated in the following circumstances:
1. Resignation;
 2. Separation (discharge);
 3. Retirement;
 4. Unauthorized absence for four (4) consecutive working days without notice to the Employer;
 5. If laid off, failure to report fit for duty within seven (7) days of delivery of written notification of recall to the officer's last known address, which notification shall be simultaneously provided to the Lodge;
 6. Failure to report fit for duty upon termination of an authorized leave of absence; and
 7. Laid off for a period of time as set forth in the City of Chicago Personnel Rules as in effect on December 31, 1983.

Section 23.2 Furlough Scheduling.

An officer shall select his furlough within the unit of assignment, or if detailed for 28 days or more prior to the date selection begins, within the unit of detail on the basis of seniority. Officers may elect to take their full furlough or split the furlough to which they are entitled into two equal segments. Both furloughs, if split, shall be determined in one process and on the basis of seniority.

A full furlough will commence on the 1st day of a police period. A split furlough will commence on either the 1st or 15th day of a police period.

Compensatory time furloughs will not be scheduled for officers who split their annual furloughs; however, such officers shall be allowed to take a compensatory time furlough by utilizing compensatory time and/or personal days between regularly-scheduled weekends off, subject to man power requirements.

Furlough schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks.

The day-off group of an officer on furlough (full or split) will not be changed during the remainder of the week in which the officer is scheduled to return, unless an officer who is required to work on his scheduled day(s) off during that week is compensated by the payment of premium benefits under Article 20 for all hours worked on his scheduled day off.

Officers who elect to split their furloughs into two segments will be returned to the day-off group they were in at the time of the furlough segments were selected. Affected officers will notify their unit commanding officers two weeks prior to the beginning of the furlough segment if their day-off group must be changed to match the original group. The change in day-off group should take place on the Sunday preceding the first day of the furlough segment.

Section 23.3 Promotion.

Seniority shall be considered in the promotion of officers covered by this Agreement. In considering officers for promotion, seniority shall in competitive testing, be utilized as a tiebreaker.

Section 23.4 Seniority List.

The Employer shall prepare a seniority list. The list shall be made available to officers in each unit. The Lodge shall receive a copy of said list at least once each year. In addition to a seniority list by seniority, the Lodge shall be provided a seniority list in alphabetical order at least once each year.

Section 23.5 Personal Day Selection.

Any dispute within a unit as to the selection of a personal day provided for in Section 11.3 shall be resolved by seniority.

Section 23.6 Overtime for Pre-Planned Events.

The following procedures will apply in case of events which will require the cancellation of days off and for which the Department has received a minimum of 21 days prior notice.

In those units which have been designated to provide personnel, seniority will be the dominant factor in the selection of officers required to work their regular days off, provided that the member to be selected possesses the necessary skill or special qualifications to perform the duties required.

The Employer will post a notice of such events on the unit bulletin board and officers desiring to exercise the option to work will notify their unit commanding officer within seven days of the date the notice was posted.

Those officers who have been given the option to work their regular day off, whether the option was accepted or rejected, will not be afforded the option to work on a subsequent overtime event until all officers in the unit have been afforded this option.

For the purpose of pre-planned overtime assignments, a unit may be defined as a bureau, division, district, watch, tactical team, etc.

For duty on election or primary days, seniority will be the dominant factor in the selection of members required to work their regular day off in the polling place. Those officers who work overtime will be compensated in accordance with Sections 20.1 and 20.2.

Section 23.7 Holiday Assignment.

When operational considerations require that some officers of a unit work on a holiday, as defined in Section 11.1 of this Agreement, seniority will be a dominant factor in the selection of officers. The most senior officers will be given the option to work, provided that the holiday is not an officer's regular day off and that the officer possesses the necessary skill or special qualifications to perform the duties required. Those officers who have been given the option to work on a holiday, whether the option was accepted or rejected, will not be afforded the option to work on a subsequent holiday until all officers in the unit have been afforded this option.

For the purpose of holiday assignments, a unit may be defined as a bureau, division, section, watch, district, etc.

Section 23.8 Filling Recognized Vacancies.

This Section shall apply to the following: Data Center Network Control Unit, Public Transportation Section, Public Housing Section, The Special Activity Section Detail Unit, District Law Enforcement including O'Hare Airport, Traffic Records Section, Traffic Court Section, Traffic Enforcement Section, Traffic Safety Section, Canine Unit, Mounted Unit, Marine Unit, Major Traffic Accident Investigation Section, Loop Intersection Control Unit, Gun Registration Section, Records Inquiry Section, Field Inquiry Section, Evidence and Recovered Property Section, Police Document Services Section, Central Detention Section, Auto Pound Section (D-1 Officers), Motor Maintenance Division (D-1 Officers), Communications Operations Section (D-1 Officers), Area Criminal Investigations, Youth Division Missing Persons Section, Youth Division Juvenile Court Liaison Section and Youth Division Areas (excluding Youth Division Special Investigations Unit and Youth Division Administration), Auto Theft Section, Bomb and Arson Section (except bomb technicians), excluding the immediate staff of each exempt commanding officer not to exceed two staff members.

A vacancy for purposes of this Section ("recognized vacancy") exists when an officer is to be transferred, resigns, retires, dies, is discharged, when there are new units created, or when the Department increases the number of employees in a unit, except for details for not more than 3 months; provided that, in any event, this Section 23.8 shall not apply to (1) the Summer Mobile Force detail from the last change day before Memorial Day to the first change day after Labor Day, and (2) the Auto Snow Tow detail from the last change day before December 1 to the first change after April 1. The Employer shall determine at any time before said vacancy is filled whether or not a recognized vacancy shall be filled. If and when the Employer determines to fill a recognized vacancy, this Section shall apply. In order to avoid the inefficiency of chain-effect bidding, the vacancy created by the reassignment of a successful bidder shall be a recognized vacancy herein; however, subsequent vacancies created thereby shall be filled within the Department's discretion. Further, there is no recognized vacancy created as a result of emergencies, or when an officer is removed for disciplinary reasons for up to 30 days. When an officer is removed for disciplinary reasons for more than 30 days a recognized vacancy is created.

The Employer shall post a list of recognized vacancies, if any, stating the requirements needed to fill the opening, at least 14 days before the start of the 28-day police period. A copy of such postings shall be given to the Lodge. Non- probationary officers within the same D-1 salary grade or D-2 job classification, within 72 hours of the time the list has been posted, may bid on a recognized vacancy in writing on a form to be supplied by the Employer. One copy of the bid shall be presented to the Employer; one copy shall be forwarded to the Lodge; and one copy shall be retained by the officer. Bidding under this Section 23.8 may only be for a recognized vacancy in a specific unit without regard to shift, days off, unit duty assignments, etc. The Employer shall respond to the successful bidder and the Lodge no later than 3 days prior to the change day for the new 28-day Police Period. During the bidding and selection process, the Employer may temporarily fill a recognized vacancy by assigning an officer to said vacancy until the recognized vacancy is filled.

An eligible bidder shall be an officer who is able to perform in the recognized vacancy to the satisfaction of the Employer after orientation without further training. The Employer shall select the most senior qualified bidder when the qualifications of the officers involved are equal. In determining qualifications, the Employer shall not be arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance, except that the parties recognize that the unique operational needs of the Employer require flexibility in the delivery of public service, and to meet this need the Employer may fill 20% of the recognized vacancies within its discretion, provided that, if the Employer does not utilize any or all of its 20% exception in any personnel order, the remainder of the unused exception may be carried forward and used to fill future recognized vacancies within a 12-month period.

The successful bidder may not bid for another recognized vacancy for one year. A successful bidder may not be reassigned for one year, except for (1) emergencies for the duration of the emergency, (2) for just cause or (3) where the Superintendent determines that the officer's continued assignment would interfere with the officer's effectiveness in that assignment. When there are no qualified bidders the Employer may fill the recognized vacancy within its discretion.

Section 23.9 Filling Unit Duty Assignments.

This Section shall apply only to the following jobs within the units set forth in Section 23.8: Abandoned Vehicle Officer, Warrant Clerk, Summary Investigation Detective, Review Investigation Detective, Warrant Officer, Review Officers, and Detective Division Administrative Desk Duty Assignment; and District Desk or Lock-up only as specifically set forth below.

An opening in a unit duty assignment for purposes of this Section ("recognized opening") exists when an officer performing the above unit duty assignments is to be transferred, resigns, retires, dies, is discharged, when there are new unit duty assignments created, or when the Department increases the number of employees in a unit, except for details for not more than 3 months. An officer's assignment to a detail shall not be rolled over solely for the purpose of avoiding the effect of this Section. The Employer shall determine at any time before said opening is filled whether or not a recognized opening shall be filled. If and when the Employer determines to fill a recognized opening, this Section shall apply. Further, there is no recognized opening created as a result of emergencies, or when an

officer is removed for disciplinary reasons for up to 30 days. When an officer is removed for disciplinary reasons for more than 30 days a recognized opening is created.

The Employer shall post within the unit a list of recognized openings therein, if any, stating the requirements needed to fill the opening, at least 12 days before the start of the 28-day police period. A copy of such postings shall be given to the Lodge. Non-probationary officers within the same unit and within the same D-1 salary grade or D-2 job classifications, within 72 hours of the time the list has been posted, may bid on a recognized opening in writing on a form to be supplied by the Employer. One copy of the bid shall be presented to the Employer; one copy shall be forwarded to the Lodge; and one copy shall be retained by the officer. The Employer shall respond to the successful bidder and the Lodge no later than 3 days prior to the change day for the new 28-day Police Period. During the bidding and selection process, the Employer may temporarily fill a recognized opening by assigning an officer to said opening until the recognized opening is filled.

An eligible bidder shall be an officer who is able to perform in the recognized opening to the satisfaction of the Employer after orientation. The Employer shall select the most senior qualified bidder when the qualifications of the officers involved are equal. In determining qualifications, the Employer shall not be arbitrary or capricious, but shall consider training, education, experience, skills, ability, demeanor and performance.

The successful bidder may not bid for another recognized opening for one year. A successful bidder may not be reassigned for one year, except for (1) emergencies for the duration of the emergency, (2) for just cause, (3) where the Superintendent determines that the officer's continued assignment would interfere with the officer's effectiveness in that assignment or (4) temporary unit duty assignments for operational needs, provided that the Employer shall not fill the vacated unit duty assignment. When there are no qualified bidders the Employer may fill the recognized opening within its discretion. Unit duty assignments in District Desk or Lock-up shall be treated in accordance with this Section 23.9, in all respects except the following: (1) only non-probationary officers within the same watch and within the same D-1 salary grade shall be eligible to bid for recognized openings in such assignments.

Section 23.10 Non-Disciplinary Demotion.

In the event of non-disciplinary demotions for economic reasons, the Employer shall select the most junior officer when the qualifications of the officers involved are equal. In determining qualifications, the Employer shall not be arbitrary and capricious, but shall consider training, education, experience, skills, ability, demeanor and performance.

Section 23.11 Summer Mobile Force.

Officers assigned to units designated to provide personnel to the Summer Mobile Force will be permitted to bid for this detail on the basis of seniority. If and to the extent that there are insufficient qualified bidders from a designated unit to meet that unit's allocation, the Employer will select officers at its discretion from the designated unit to fill that unit's allocation. The Employer may disregard seniority if and to the extent necessary to achieve the balance of experience and qualifications the Employer determines to be desirable in the Summer Mobile Force and the unit involved.

Section 23.12 Reassignment of Duties.

Any other provision of this Agreement to the contrary notwithstanding, nothing in this Agreement shall be deemed to prohibit the Employer from hiring or assigning any non-bargaining unit personnel to perform any unit duties as described in Appendix B and/or C, provided that no officer covered by this Agreement shall be laid off either as a result thereof or if his non-unit replacement, if any, has not been laid off.

Any officer who is to be displaced by a non-unit person shall be given 60 days' prior notice of said displacement. The Employer shall designate the positions and duties to which displaced officers shall be assigned. Displaced officers may be assigned to other job duties within the same unit without regard to Sections 23.8 and 23.9. If the Employer decides to assign displaced officers to different units, such displaced officers shall be permitted to bid for such assignments which the Employer decides to fill with such officers on the basis of seniority and qualifications in accordance with Section 23.8. If officers other than those displaced are permitted by the Employer to bid for such assignments, then all the displaced officers shall be deemed to be more senior than all of the non-displaced bidders for purposes of said bid.

If an officer was assigned to duties as a result of a successful bid under Section 23.8 or 23.9 prior to April 1, 1987, then said officer may be displaced and replaced by a non-unit person in accordance with the second sentence of the last paragraph of Section 23.8 or the second sentence of the last paragraph of Section 23.9. Officers who bid after said date may be displaced and replaced by non-unit personnel without regard to said sentences.

An officer who has been given a limited duty assignment pursuant to Section 18.3 shall not be displaced from limited duty under this Section 23.12 for the duration of his eligibility for limited duty.

Article 24.

Educational Reimbursement.

Employer agrees to provide tuition reimbursement to officers for extra- departmental education subject to the following conditions:

- A. To be eligible for reimbursement:
 - 1. Each course taken must be job-related or necessary for a degree.
 - 2. Proof of acceptance for a degree program must be presented upon request.
 - 3. Each course taken must grant college level credit.
 - 4. Each course must be taken through an accredited college or university.
- B. Employees must file applications for reimbursement on the appropriate forms no later than thirty (30) days after the beginning of the course of study.

- C. Reimbursement will be granted on the following basis:
1. Grade "A" 100%
 2. Grade "B" 75%
and other grades
classified by the
school as passing
- D. Reimbursement may be denied if an officer's work performance is deemed inadequate or if an officer has a record of sustained infractions of Department orders, directives or procedures.
- E. Reimbursement will not be granted if:
1. Tuition costs are covered by Veteran's Administration or other funds, or
 2. The program in which the officer is enrolled is reimbursable through a federal grant-in-aid program for which the officer is eligible.
- F. Reimbursement will be made for a maximum of two (2) courses per school term.
- G. Reimbursement will be granted when an officer is required by the Superintendent of Police to attend an educational or training program.

Article 25.

Life Insurance.

Effective January 1, 1987, the Employer agrees to provide \$15,000 life insurance benefit at no cost to the officer; and A.D.&D. to be increased to \$2,000 effective January 1, 1987. Officers must complete a City of Chicago Group Term Life Insurance enrollment formset including the employee beneficiary section of the formset in order to qualify for coverage in the Basic Group Term Life Plan. The failure of the officer to complete the enrollment formset will result in termination of the officer's Basic Group Term Life Insurance coverage.

The Employer agrees to provide procedures for officers to purchase optional Group Term Life Insurance in addition to basic Group Term Life Insurance coverage provided above at nominal additional cost to the officer. Officers will be permitted to purchase any amount of optional insurance coverage in \$1,000 multiples up to an amount equal to their annual salary rounded up to the next multiple of \$1,000. The optional Group Term Life Insurance shall continue to be provided officers at the Employer's then current cost.

Article 25 A.

Optical Coverage.

The Employer shall provide each officer and each of their dependents with an optical plan, the cost to be borne by the Employer. Each year, for each officer and for each dependent, the Plan shall provide payment, with no deductible provision, in accord with the following schedule: for optical examination, \$25.00; for corrective lenses, \$15.00 for each lens; or, for bifocal lenses, \$20.00 for each lens; or for trifocal lenses, \$30.00 for each lens; and, when necessary for eye glass frames, \$30.00 per pair; or, for contact lenses, \$25.00 for each lens.

Article 26.

Wages.

Section 26.1 Salary Schedule.

Effective January 1, 1986, the basic salary schedule of officers shall be as reflected in appendix A, a copy of which is appended hereto. Officers covered by this Agreement whose salaries are not reflected in the basic salary schedule shall have their present salaries increased as follows: Effective January 1, 1986, five (5%) percent; effective January 1, 1987, four-and-one-half (4 1/2%) percent. The 1986 wage increase shall be paid between January 2 and January 16, 1987, to all officers who were on the payroll on or after January 1, 1986.

Section 26.2 Work Out Of Grade.

Any officer covered by this Agreement being paid D-1 salary who is directed to perform substantially all the duties and assumes substantially all the responsibilities of a Patrol Specialist, Auto Pound Supervisor and/or Garage Supervisor, for two (2) or more hours within a single eight-hour tour of duty, shall be paid at a D-2 rate consistent with his own tenure for an eight-hour tour of duty, or for the time spent, whichever is greater.

Any officer covered by this Agreement being paid D-1 or D-2 salary who is directed to perform substantially all the duties and assumes substantially all the responsibilities of Sergeant (other than in the Internal Affairs Division, Training Division, or Research & Development Division) for more than two (2) hours within a single eight-hour tour of duty, shall be paid at a D-3 rate consistent with his own tenure for an eight-hour tour of duty, or for the time spent, whichever is greater.

Section 26.3 Payment of Wages.

Except for delays caused by payroll changes, data processing or other breakdowns, or other causes outside the Employer's control the Employer shall continue its practice with regard to the payment of wages, which generally is: (1) payment of wages provided herein shall be due and payable to the officer no later than the 1st and 16th of each month, and (2) holiday premium pay shall be due and payable to the officer no later than the 22nd day of the month following the month in which the holiday premium was earned. (3) Other premium pay shall be payable to the officer no later than the last day of the period following the period in which the premium work was performed. The Employer shall not change said pay days except after notice to, and, if requested by the Lodge, negotiating with

the Lodge. 'Negotiating' for the purposes of this Section, shall mean as it is defined in Section 8(d) of the National Labor Relations Act.

Section 26.4 Payment of Time.

An officer covered by this Agreement who resigns or retires shall be entitled to and shall receive all unused compensatory time accumulated by said officer including furlough time and time accumulated pursuant to the provisions of Article 20 (Hours and Overtime) and Article II (Holidays). An officer who is separated for cause shall be entitled to receive only unused compensatory time accumulated as a result of earned overtime for hours worked in excess of 171 per 28-day period.

Article 27.

Residency.

All officers covered by this Agreement shall be actual residents of the City of Chicago.

Article 28.

Duration, Enforcement and Dispute Resolution.

Section 28.1 Term of Agreement.

This Agreement shall be effective from January 1, 1986 and shall remain in full force and effect until December 31, 1988. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than August 1, 1988 preceding expiration and no later than September 1, 1988 preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt. It is mutually agreed that the Articles and Sections shall constitute the Agreement between the parties for the period defined in this Section, and further the parties agree to negotiate solely with respect to the following subject matters, to be effective January 1, 1988 through December 31, 1988 without further notice: Wages and wage schedule, Hospitalization Benefits. No other subject may be made the subject of the reopener clause or Section 28.3(B) except by mutual written agreement.

Section 28.2 Continuing Effect.

Notwithstanding any provisions of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 28.3 Impasse Resolution, Ratification and Enactment.

A. If the parties reach a complete agreement as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. The agreement will first be presented to the Lodge membership with the recommendation of the Executive Board for ratification.
2. Within ten (10) days after such ratification by the Lodge membership, the agreement will be submitted to the City Council of the City of Chicago, with the Superintendent of Police and the Mayor's recommendation for ratification and concurrent adoption in ordinance form pursuant to the City's Home Rule authority. The Employer and Lodge shall cooperate to secure this legislative approval.
3. In the event the City Council should reject the recommended agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter invoke arbitration in accordance with Section 28.3(B) of this Article upon ten (10) days' written notice to the other party.

For purposes of this Article, rejection by the City Council means affirmative rejection by a three-fifths (3/5) vote of the members of the City Council within thirty (30) days of the date the contract is submitted to it.

B. If complete agreement is not reached between the parties as to the items for negotiation at the end of any negotiating period, the following procedure shall apply:

1. In the event that disputed items cannot be resolved during the negotiation period, all disputed items shall be referred to a three person Arbitration Board, one member to be selected by each of the parties and the third member to be jointly agreed upon by the parties.
2. A Dispute Resolution Board shall be convened and shall be composed of three (3) persons: one appointed by the Employer, one appointed by the Lodge and one impartial member to be mutually selected and agreed upon by the Employer and the Lodge. If, after a period of five (5) days from the date of the appointment of the two representatives of the parties, the remaining Board member has not been selected or otherwise agreed upon, then either representative may request the American Arbitration Association or its successor in function to furnish a list of seven members of said service from which the remaining Board member shall be selected. The Association shall be advised that eligibility for names to be placed upon the list shall include the following: membership in the National Academy of Arbitrators; at least five (5) years' experience in labor relations dispute resolutions in either the private or public sector; United States citizenship; and a commitment by any such individual that, if appointed or selected, said individual agrees to comply with the time limits set forth in subsection 28.3(B)5, below. Upon mutual written agreement of the Employer and the Lodge, the parties' right to appoint any Board members other than the impartial member may be mutually waived.
3. The list shall be immediately published and the representative(s) appointed by the Employer shall within five (5) days after publication of said list eliminate

three (3) names from the list. Within two (2) days after such elimination, the representative(s) appointed by the Lodge shall eliminate three (3) names from the list. The remaining individual, plus the individual(s) appointed by the Employer and the individual(s) appointed by the Lodge, shall compose the Dispute Resolution Board.

4. The member of the Dispute Resolution Board selected, pursuant to subsection 28.3(B)3, above, shall act as chairman. He shall be an impartial, competent and reputable individual and shall be administered and subscribe to the constitutional oath or affirmation of office. The Employer and the Lodge shall each pay half of the fees and expenses of the impartial member.
5. The Chairman shall have the authority to convene and adjourn proceedings, administer oaths, compel testimony and/or documents, and employ such clerical or research assistance as in his judgment and discretion are deemed warranted. He shall convene proceedings on the issues presented to the Dispute Resolution Board within ten (10) days after his appointment and/or selection; and the Board shall make its determination within thirty (30) days after it has convened. The time limits set forth herein may be extended only upon written mutual agreement of both the Board member appointed by the Lodge and the Board member appointed by the Employer.
6. The Employer and Lodge shall attempt to agree upon a written statement of the issue or issues to be presented to the Board. In lieu of or in addition to such mutual statement of issues, each party may also present its own list or statement of issues, provided only that any such issue not mutually agreed upon shall have been an issue previously the subject of negotiations or presentation at negotiations. During the course of proceedings, the Chairman of the Board shall have the authority as necessary to maintain decorum and order and may direct (absent mutual agreement) the order of procedure; the rules of evidence or procedure in any court shall not apply or be binding. The actual proceedings shall not be open to the public and the parties understand and agree that the provisions of Ill. Rev. Stat. Ch 102, *41 are not applicable. If in the opinion of the impartial member of the Board it would be appropriate in his discretion to meet with either the Employer or Lodge for mediation or conciliation functions, the Board may do so, provided only that notice of such meetings shall be communicated to the other party.
7. The compensation, if any, of the representative appointed by the Lodge shall be paid by the Lodge. The compensation of the representative appointed by the Employer shall be paid by the Employer.
8. The terms decided upon by the Board shall be included in an agreement to be submitted to the City Council for adoption. The terms of this Agreement shall continue to bind both parties hereto during all negotiations and impasse resolution procedures.

9. If the City Council should reject the arbitrated agreement, the parties shall meet again within ten (10) days of the Council's vote to discuss the reasons for the Council's rejection and to determine whether any modifications can be made to deal with the problems; but either party may thereafter terminate this Agreement upon ten (10) days' written notice to the other.
10. There shall be no implementation of any provisions of a successor agreement without Council ratification and adoption in ordinance form of the agreement; except, however, that the terms of this Agreement shall remain in full force and effective until a successor agreement is adopted in ordinance form or this Agreement is terminated pursuant to subparagraph 28.3(B)9.
11. As permitted by Ill. Rev. Stat., Chapter 48, Section 1614(p), the impasse resolution procedure set forth hereinabove shall govern in lieu of the statutory impasse resolution procedure provided under Ill. Rev. Stat., Chapter 48, Section 1614, except that the following portions of said Section 1614 shall nevertheless apply: Subsections (h), (i), (k) and (m).

Article 29.

Baby Furlough Days.

Section 29.1

Officers with the following years of service as determined by the officer's seniority date shall receive the following number of Baby Furlough Days (B.F.D.) (eight (8) hours for each B.F.D.) for each calendar year:

<u>Years of Service</u>	<u>Baby Furlough Days</u>
<u>15 or more</u>	<u>6</u>
<u>10 but less than 15</u>	<u>5</u>
<u>5 but less than 10</u>	<u>4</u>
<u>1 but less than 5</u>	<u>3</u>

Section 29.2

An officer's B.F.D. shall be granted pursuant to and in accordance with the Department's policy of granting compensatory time off, except if an officer elects not to use or is denied all of his B.F.D. in a calendar year, he may, at his option, carry over for use as days off in the next year three (3) of his B.F.D. to the next succeeding calendar year.

Section 29.3

Any B.F.D. not used in a calendar year shall be paid to the eligible officer in the following calendar year, except as provided for in Section 29.2 above. Payment shall be based upon the salary schedule in effect at the time of payment. Payment shall be made by April 1 for B.F.D. not used in the preceding calendar year.

*Article 30.**Personal Leaves of Absence.*

Applications for personal leaves of absence shall be governed by the applicable provisions of the City of Chicago Personnel Rules as in effect on December 31, 1983, provided that the Lodge shall be promptly notified of all personal leaves of absence and extensions thereof taken by officers covered by this Agreement.

*Article 31.**Complete Agreement.*

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as may be stated in this Agreement, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

*Article 32.**Savings Clause.*

If any provision of this Agreement or any application thereof, should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

In Witness Whereof, the parties hereto affix their signature this _____ day of _____, 1986.

[Appendices attached to this agreement printed on pages
37797 through 38000 of this Journal.]

APPENDIX A

	ENTRANCE										
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
EFFECTIVE 1/1/86											
D-1	23,865 1,988.75	25,329 2,110.75	26,787 2,232.25	28,155 2,346.25	29,553 2,462.75	31,044 2,587.00	32,124 2,677.00	33,258 2,771.50	34,404 2,867.00	35,682 2,973.50	36,705 3,058.75
D-2	25,329 2,110.75	26,787 2,232.25	28,155 2,346.25	29,553 2,462.75	31,044 2,587.00	32,604 2,717.00	33,744 2,812.00	34,911 2,909.25	36,126 3,010.50	37,470 3,122.50	38,583 3,215.25
EFFECTIVE 1/1/87											
D-1	24,939 2,078.25	26,469 2,205.75	27,990 2,332.50	29,424 2,452.00	30,882 2,573.50	32,442 2,703.50	33,570 2,797.50	34,755 2,896.25	35,952 2,996.00	37,287 3,107.25	38,358 3,196.50
D-2	26,469 2,205.75	27,990 2,332.50	29,424 2,452.00	30,882 2,573.50	32,442 2,703.50	34,071 2,839.25	35,262 2,938.50	36,483 3,040.25	37,752 3,146.00	39,156 3,263.00	40,320 3,360.00

APPENDIX B

Timekeeper

Citation Clerk

Clerk (Office Clerical - performing such duties as
secretarial, filing, preparing routine periodic
reports, etc.)

Review Officer

Crossing Guard Supervisor

Radio Equipment Officer

Assembly Room Officer

Summary Case Management Officer - Traffic Division

Remote Terminal Officer

Motor Maintenance Supervisor

Lockup keeper

Activity Officer

Assistant Desk Officer (one such job per watch shall continue
to be subject to bid under \$23.9)

APPENDIX C

AUXILIARY POLICE AIDES

The following are duties which may be performed by Auxiliary Police Aides:

1. Prepare case reports of non-criminal incidents as directed by a sworn officer.
2. Answer telephone inquiries and make appropriate referrals.
3. Provide information to members of the public.
4. Process Department reports and forms as directed by management.
5. Aid in traffic direction and control.
6. Run errands, and/or act as messengers.
7. Assist in:
 - a. crowd control at parades, athletic events and other public gatherings where potential for violence is minimal.
 - b. times of disaster, disorder or emergency as directed by the Superintendent of Police.
 - c. the operation of the Youth Fingerprint, Law Enforcement Explorer and Junior Police programs, under the direction of program personnel.
8. Assist district neighborhood relations program personnel.
9. Assist district abandoned vehicle officers in locating and processing abandoned vehicles.
10. Provide clerical assistance to court sergeants.
11. Perform other administrative duties as determined by the unit commanding officer.

MEMORANDUM OF UNDERSTANDING

It is further understood that the below listed benefits enjoyed by officers covered by this Agreement will be maintained for the duration of the Agreement and shall not be diminished, modified or eliminated during the term of the Agreement.

Sickness in family time

Change of Uniforms at District

Use of department lockers and mail boxes

Use of gymnasium facilities during off-duty hours

Physical and optical examinations

Health care fringe benefits, including hospitalization insurance

Furloughs and compensatory (baby) furloughs

Marriage leave

Pension benefits as provided by statute

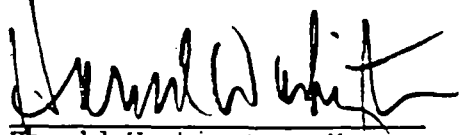
Utilization of compensatory time earned in partial tour or full tour segments consistent with operational needs

One-half hour lunch period taken during the tour of duty

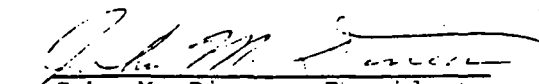
Life insurance rates, including cost of optional insurance

Any obligation of the City of Chicago to indemnify officers for punitive damages assessed adjudged or otherwise levied shall be based upon City Ordinances and/or State Statutes providing for such indemnification.

For and on behalf of the
City of Chicago


Harold Washington, Mayor

For and on behalf of
Fraternal Order of Police,
Lodge No. 7


John M. Dineen, President

MATTERS PRESENTED BY THE ALDERMEN**(Presented By Wards, In Order, Beginning With The First Ward).**

Arranged under the following subheadings:

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

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

**Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.**

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
GARCIA (22nd Ward)	West 27th Street (south side) from a point 20 feet east of South Trumbull Avenue to a point 85 feet east thereof -- at all times;
GUTIERREZ (26th Ward)	West North Avenue (north side) at 2942 - - 7:00 A.M. to 4:00 P.M. -- Monday through Saturday;
MELL (33rd Ward)	North Talman Avenue from 2814 to 2840 -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday;
NATARUS (42nd Ward)	East Ohio Street (south side) from a point 79 feet east of the west property line of 445 East Ohio Street to a point 24 feet east thereof -- at all times;
OBERMAN (43rd Ward)	North Halsted Street (east side) from a point 389 feet north of West North Avenue to a point 51 feet north thereof -- at all times;

Alderman

Location, Distance and Time

HANSEN (44th Ward)

West Briar Place from 611 to 613 -- 8:00
A.M. to 5:00 P.M. -- Monday through
Friday.

*Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC
RESTRICTIONS ON SPECIFIED PUBLIC WAYS.*

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Public Way

SHEAHAN (19th Ward)

South Homan Avenue from West 114th
Street to West 111th Street -- northerly;

GABINSKI (32nd Ward)

North Elk Grove Avenue from West
Wood Street to West North Avenue --
northerly;

BANKS (36th Ward)

West Wabansia Avenue from North
Natchez Avenue to North Narragansett
Avenue -- easterly;

West Bloomingdale Avenue from North
Natchez Avenue to North Narragansett
Avenue -- easterly;

CULLERTON (38th Ward)

First east-west alley bounded by West
Belmont Avenue, West School Street,
North Rutherford and North Normandy
Avenues -- easterly.

*Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION
AT SPECIFIED LOCATION.*

Alderman Garcia (22nd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on the north-south alley bounded by North Hamlin Avenue, West 25th Street, West 26th Street and North Ridgeway Avenue (instead of a southerly direction), which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC
RESTRICTIONS ON PORTIONS OF SPECIFIED
STREETS.*

The aldermen named below presented proposed ordinances to discontinue the restriction on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
SOLIZ (25th Ward)	South Washtenaw Avenue from West Roosevelt Road to West Ogden Avenue -- southerly;
O'CONNOR (40th Ward)	West Glenlake Avenue from North Artesian Avenue to North Western Avenue -- westerly.

*Referred -- INSTALLATION OF PARKING METERS ON
SPECIFIED PUBLIC WAYS.*

Alderman O'Connor (40th Ward) presented a proposed order for the installation of parking meters on specified public ways, for the distances indicated, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Distance
West Hollywood Avenue (north side)	From North Ashland Avenue to the first alley west thereof;
West Edgewater Avenue (south side)	From North Ashland Avenue to the first alley west thereof;
North Ashland Avenue	From West Edgewater Avenue to West Hollywood Avenue.

*Referred -- LIMITATION OF PARKING AT ALL TIMES ON
PORTION OF WEST 31ST STREET.*

Alderman Garcia (22nd Ward) presented a proposed ordinance to limit the parking of vehicles to two hour periods on the south side of West 31st Street from South Pulaski Road to South Komensky Avenue from 9:00 A.M. to 9:00 P.M. on Monday through Saturday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>ROTI</i> (1st Ward)	West Bowler Street (north side) at 2164 (except for handicapped);
<i>BLOOM</i> (5th Ward)	South Merrill Avenue (east side) at 6931 (except for handicapped);
<i>VRDOLYAK</i> (10th Ward)	South Commercial Avenue (west side) at 13216 (except for handicapped); South Green Bay Avenue at 10333 (except for handicapped);
<i>BURKE</i> (14th Ward)	South Albany Avenue (west side) at 5840 (except for handicapped); West 66th Place (north side) at 3300 (except for handicapped); South Whipple Street (west side) at 5806 (except for handicapped);
<i>LANGFORD</i> (16th Ward)	South May Street at 5527 (except for handicapped); South Morgan Street at 6900, southwest corner to alley (except for handicapped);
<i>STREETER</i> (17th Ward)	South Perry Avenue (west side) at 7210 (except for handicapped);
<i>KELLAM</i> (18th Ward)	West 83rd Street (both sides) from South Cicero Avenue to South Keating Avenue;
<i>GUTIERREZ</i> (26th Ward)	North Albany Avenue at 1738 (except for handicapped); West Lyndale Street at 3059 (except for handicapped);

Alderman	Location and Distance
MELL (33rd Ward)	West Cornelia Avenue (both sides) from North Whipple Street to North Sacramento Avenue; North Mozart Street (west side) at 2406 (except for handicapped); North Sacramento Avenue (both sides) from West Cornelia Avenue to West Addison Street;
BANKS (36th Ward)	North Page Avenue at 3315 (except for handicapped);
NATARUS (42nd Ward)	North Wells Street at 439;
MC LAUGHLIN (45th Ward)	North Ludlam Avenue (east side) at 5202 (except for handicapped);
ORBACH (46th Ward)	West Bittersweet Place (north side) at 700 (driveway); West Bittersweet Place (north side) at 708 (driveway);

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
SHEAHAN (19th Ward)	South Hoyne Avenue (both sides) from West 93rd Street to West 94th Street -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;
KRYSTYNIAK (23rd Ward)	South Merrimac Avenue (both sides) from West 55th Street to the first alley

Alderman	Location, Distance and Time
	south thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;
MELL (33rd Ward)	North Whipple Street (west side) at 3300 (5 signs) -- 8:00 A.M. to 4:30 P.M. -- all school days;
ORR (49th Ward)	West Elmdale Avenue at 1210 -- 8:00 A.M. to 9:00 P.M. -- Monday through Saturday.

*Referred -- DISCONTINUANCE OF PARKING PROHIBITION
ON PORTION OF SOUTH LA SALLE STREET.*

Alderman Roti (1st Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times on the west side of South LaSalle Street between West Van Buren Street and West Congress Parkway, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed orders to establish residential permit parking zones for vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
STREETER (17th Ward)	South LaSalle Street (both sides) from West 79th Street to West 80th Street;
KRYSTYNIAK (23rd Ward)	West 55th Street (south side) between South Merrimac Avenue and South Mobile Avenue;
MC LAUGHLIN (45th Ward)	West Farragut Avenue (both sides) from North Mont Clare Avenue to North Harlem Avenue;
	West Montrose Avenue (both sides) to the first alley west of North Elston Avenue;
MC LAUGHLIN (45th Ward) and	

Alderman	Location and Distance
PUCINSKI (41st Ward)	West Berwyn Avenue (both sides) from North Mont Clare Avenue to North Harlem Avenue.

Referred -- AMENDMENT OF RESIDENTIAL PERMIT
PARKING ZONE ON WEST HERMIONE STREET.

Alderman Pucinski (41st Ward) presented a proposed ordinance to establish a residential permit parking zone on West Hermione Street between North Nagle Avenue and the first alley west of North Milwaukee Avenue (instead of between North Milwaukee Avenue and North Nagle Avenue), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF RESIDENTIAL
PERMIT PARKING ZONE 65.

Alderman O'Connor (40th Ward) presented a proposed ordinance to discontinue the residential permit parking zone 65 on the north side of West Hollywood Avenue from North Ashland Avenue to the first alley west thereof and on the south side of West Edgewater Avenue from North Ashland Avenue to the first alley west thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SERVICE DRIVES/DIAGONAL
PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish service drives and to permit diagonal parking in said locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
KRYSTYNIAK (23rd Ward)	South Lamon Avenue (both sides) from South Archer Avenue to the first alley north thereof.
BANKS (36th Ward)	West Irving Park Road at 8301 (along on West Plainfield Avenue.)

Referred -- ESTABLISHMENT OF DIAGONAL PARKING ON
PORTION OF WEST SUPERIOR STREET.

Alderman Natarus (42nd Ward) presented a proposed order to establish diagonal parking on the north side of West Superior Street between North Orleans Street and North Wells Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF PARALLEL PARKING ON
PORTION OF SOUTH FAIRFIELD AVENUE.

Alderman Sheahan (19th Ward) presented a proposed order to establish parallel parking on both sides of South Fairfield Avenue from West 111th Street to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF SPEED LIMITATION ON
PORTION OF SOUTH MORGAN STREET.

Alderman Langford (16th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on the 6900 block of South Morgan Street, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.

Alderman Roti (1st Ward) presented two proposed ordinances to establish tow-away zones on the west side of South LaSalle Street between West Van Buren Street and West Congress Parkway and on the east side of South LaSalle Street from a point 116 feet north of West Congress Parkway to a point 84 feet north thereof, which were *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC CONTROL SIGNALS
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Signal

TILLMAN (3rd Ward)

Addition of walk signals to the existing automatic traffic control signals on either side of the Dan Ryan Expressway at West 63rd Street;

Alderman	Location and Signal
KRYSTYNIAK (23rd Ward)	Eastbound traffic on South Archer Avenue at the intersection of South Pulaski Road -- "Left Turn Signal";
BANKS (36th Ward)	West Irving Park Road and North Pioneer Avenue;
PUCINSKI (41st Ward)	North Milwaukee Avenue and West Albion Avenue.

Referred -- FEASIBILITY STUDY FOR INSTALLATION OF
AUTOMATIC TRAFFIC CONTROL SIGNALS AT
SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to study the feasibility of installing automatic traffic control signals at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
KRYSTYNIAK (23rd Ward)	West Archer Avenue and South Sayre Avenue;
GABINSKI (32nd Ward) and HANSEN (44th Ward)	West Wellington Avenue and North Ashland Avenue.

Referred -- INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
TILLMAN (3rd Ward)	West 54th Street and South Union Avenue -- "4-Way Stop";
	West 53rd Street and South Lowe Avenue -- "4-Way Stop";
	West 52nd Street and South Union Avenue -- "4-Way Stop";
	West 52nd Street and South Lowe Avenue -- "4-Way Stop";

Alderman	Location and Type of Sign
<i>EVANS</i> (4th Ward)	East 50th Street and South Cornell Avenue -- "Stop";
<i>SAWYER</i> (6th Ward)	East 77th Street and South Michigan Avenue (one-way streets) -- "Stop"; East 85th Street and South Indiana Avenue -- "3-Way Stop"; East 82nd Street and South Langley Avenue -- "Stop"; East 78th Street and South Prairie Avenue -- "Stop";
<i>LANGFORD</i> (16th Ward)	Southeast and northwest corner of 61st and South Loomis Streets -- "2- Way Stop"; North, south, east and west corners of West 70th and South Morgan Streets -- "4-Way Stop";
<i>STREETER</i> (17th Ward)	West 80th Street and South LaSalle Street -- "3-Way Stop";
<i>KELLAM</i> (18th Ward)	South Hamilton Avenue and West 76th Street -- "2-Way Stop"; West 76th Street and South Hoyne Avenue -- "2-Way Stop";
<i>SHEAHAN</i> (19th Ward)	West 105th Street and South Lawndale Avenue -- "4-Way Stop"; West 109th Street and South Hamlin Avenue -- "4-Way Stop";
<i>KRYSTYNIAK</i> (23rd Ward)	West 57th Street and South Neenah Avenue -- "All-Way Stop";
<i>SOLIZ</i> (25th Ward)	West 18th Street and South California Avenue -- "4-Way Stop"; West 24th Street and South Oakley Avenue -- "4-Way Stop";

Alderman	Location and Type of Sign
<i>GUTIERREZ</i> (26th Ward)	North Bell Avenue and West Le Moyne Street -- "Stop"; West Wabansia Avenue and North Maplewood Avenue -- "3-Way Stop";
<i>SANTIAGO</i> (31st Ward)	West Palmer Street and North Avers Avenue -- "All-Way Stop"; West Dickens Avenue and North Avers Avenue -- "Two-Way Stop";
<i>MELL</i> (33rd Ward)	West Fullerton Avenue and North Milwaukee Avenue -- "No Turn On Red";
<i>BANKS</i> (36th Ward)	West Cornelia Avenue and North Oriole Avenue (one-way street/southerly) -- "Stop";
<i>PUCINSKI</i> (41st Ward)	North Oriole Avenue and West Palatine Avenue -- "4-Way Stop";
<i>VOLINI</i> (48th Ward) and <i>ORBACH</i> (46th Ward)	Each alternate north and/or southbound street and on each east and/or westbound street in the area bounded on the east by Michigan Avenue, on the north and west by Wacker Drive, and on the south by the Eisenhower Expressway -- "Handicapped Parking" signs for two spaces per block;
<i>SCHULTER</i> (47th Ward)	North Damen Avenue at the intersection of West Cornelia Avenue -- "Stop";
<i>ORR</i> (49th Ward)	West Lunt Avenue and North Damen Avenue -- "Stop";
<i>STONE</i> (50th Ward)	West Glenlake Avenue and North Claremont Avenue -- "2-Way Stop"; West Granville Avenue and North Hermitage Avenue -- "4-Way Stop";

*Referred -- FEASIBILITY STUDY ORDERED TO DETERMINE
APPROPRIATE SIGN AT INTERSECTION OF NORTH
MAYFIELD AVENUE AND WEST SUPERIOR
STREET.*

Alderman D. Davis (29th Ward) presented a proposed order to study the feasibility of erecting appropriate signs at the corners of North Mayfield Avenue and West Superior Street, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- REMOVAL OF TRAFFIC SIGN ON PORTION
OF SOUTH ST. LOUIS AVENUE.*

Alderman Majerczyk (12th Ward) presented a proposed order for the removal of a "Deal" sign at 4450 South St. Louis Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- WEIGHT LIMITATION ESTABLISHED ON
PORTIONS OF SPECIFIED STREETS.*

The aldermen named below presented proposed ordinances to fix a weight limitation of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>SOLIZ</i> (25th Ward)	West Cullerton Street at 2800 block; West Cullerton Street, from South California Avenue to South Marshall Boulevard;
<i>SMITH</i> (28th Ward)	South Kildare Avenue between West Harrison Street and West 5th Avenue.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented six proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN ROTI (1st Ward):

To classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 1-G bounded by

the center line of the alley next north of and parallel to West Huron Street; North Racine Avenue; the center line of West Huron Street, and a line 24 feet west of and parallel to North Racine Avenue.

BY ALDERMAN TILLMAN (3rd Ward):

To classify as an R4 General Residence District instead of a B4-2 Restricted Service District the area shown on Map No. 12-E bounded by

a line 250 feet south of and parallel to East 47th Street; the alley first east of and parallel to South Wabash Avenue; a line 300 feet south of and parallel to East 47th Street; and South Wabash Avenue.

BY ALDERMAN HUELS (11th Ward):

To classify as a B-1 General Business District instead of a B5-2 General Service District the area shown on Map No. 10-G bounded by

the center line of South Halsted Street, the center line of West Exchange Street, the center line of South Morgan Street, and the center line of West 45th Street.

BY ALDERMAN SHEAHAN (19th Ward):

To classify as a B2-1 Restricted Retail District instead of a B4-1 Restricted Service District the area shown on Map No. 28-H bounded by

West 111th Street; a line 260 feet east of South Western Avenue; a line 150 feet south of West 111th Street; and South Western Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

To classify as a C2-5 General Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 3-I bounded by

the alley next north of West Division Street; a line 100 feet east of North Washtenaw Avenue; West Division Street; and North Washtenaw Avenue.

BY ALDERMAN OBERMAN (43rd Ward):

To classify as a B2-3 Restricted Retail District instead of a B4-3 Restricted Service District the area shown on Map No. 5-F bounded by

West Armitage Avenue; North Sedgwick Street; a line 72 feet south of West Armitage Avenue; and the alley next west of and parallel to North Sedgwick Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST THE CITY OF CHICAGO.

The aldermen named below presented twelve proposed claims against City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
<i>ROTI</i> (1st Ward)	Anthony Intrieri;
<i>MADRZYK</i> (13th Ward)	Kings Court Condominium Association Phase I;
<i>KRYSTYNIAK</i> (23rd Ward)	Richard J. Markham;
<i>SOLIZ</i> (25th Ward)	Michael A. Smajda; Mr. and Mrs. Donald Abbott;
<i>SANTIAGO</i> (31st Ward)	Pablo Ramos;
<i>MELL</i> (33rd Ward)	Suzan Davis; Edward Engle;
<i>ORBACH</i> (46th Ward)	3700 -- 3720 North Lake Shore Drive Condominium Association;
<i>SCHULTER</i> (47th Ward)	Paulina Terrace Condominium Association;
<i>STONE</i> (50th Ward)	6361 North Paulina Condominium Association; 2042 West Arthur Condominium Association.

4. UNCLASSIFIED MATTERS.

(Arranged in Order According to Ward Numbers).

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

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS
FOR SUNDRY ORGANIZATIONS.

Two proposed ordinances for grants of privilege in public ways for sundry organizations, which were *Referred to the Committee on Streets and Alleys* as follows:

Ten North Dearborn Venture -- to construct, maintain and use a portion of the public way for an entrance to the Pedway system adjacent 10 North Dearborn Street:

25 East Washington Associates -- to construct, maintain and use a kiosk adjacent 25 East Washington Street.

Referred -- ISSUANCE OF PERMIT TO CONSTRUCT AND
MAINTAIN CANOPIES AT 28 EAST JACKSON
BOULEVARD.

Also, a proposed order for the issuance of a permit to Burger King Corporation to construct, maintain and use three canopies attached to the building or structure at 28 East Jackson Boulevard, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN RUSH (2nd Ward):

CONGRATULATIONS EXTENDED TO DUNBAR VOCATIONAL HIGH
SCHOOL BOYS BASKETBALL TEAM FOR WINNING QUINCY
NOTRE DAME THANKSGIVING TOURNAMENT.

A proposed resolution reading as follows:

WHEREAS, The Dunbar Vocational High School boys basketball team participated in the Quincy Notre Dame Thanksgiving Tournament; and

WHEREAS, Dunbar demonstrated outstanding athletic ability in posting its third consecutive championship in this 4-year old tournament; and

WHEREAS, Dunbar senior basketball players, Sheldon Wilkinson, Steve Jennings and Leonard Langdon were voted to the all-tourney team; and

WHEREAS, Under head coach Fape Mickel, Dunbar has emerged as one of the top teams in the prestigious Chicago Public League; and

WHEREAS, The Dunbar Mighty Men play in the powerful Red-Central Division of the Public League, which has produced several state and city championship teams; and

WHEREAS, The desire to achieve excellence on the athletic field has made Dunbar Vocational High School one of the finest in the City of Chicago; now, therefore,

Be It Resolved by the Chicago City Council, That the Dunbar Vocational High School boys basketball team, coach Fape Mickel and his staff are commended and congratulated for winning their third consecutive Quincy Notre Dame Thanksgiving Tournament; and

Be It Further Resolved, That suitable copies of this resolution be made available to the Dunbar Vocational High School.

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

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

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

Nays -- None.

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

Presented by

**ALDERMAN RUSH (2nd Ward) and
ALDERMAN HUELS (11th Ward):**

CONGRATULATIONS EXTENDED TO DE LA SALLE HIGH SCHOOL
BOYS BASKETBALL TEAM FOR EXEMPLARY PERFORMANCE
IN GLENBARD WEST THANKSGIVING TOURNAMENT.

A proposed resolution reading as follows:

WHEREAS, The De LaSalle High School boys basketball team participated in the Glenbard West Thanksgiving Tournament; and

WHEREAS, De LaSalle captured the tournament championship with three consecutive victories; and

WHEREAS, De LaSalle senior basketball players, Brian Banks and Mel Davis, son of former Harlem Globetrotter great Mel Davis, were named to the all- tournament team; and

WHEREAS, Brian Banks was also named the tournament's Most Valuable Player; and

WHEREAS, Under the guidance of head coach Jim Tracy, De LaSalle is rated one of the top teams in the City of Chicago; and

WHEREAS, The contributions made by these young men help to make De La Salle and its community strong and viable; now, therefore,

Be It Resolved by the Chicago City Council, That the De LaSalle High School boys basketball team, coach Jim Tracy and his staff are commended and congratulated on their exemplary performance in the Glenbard West Thanksgiving Tournament; and

Be It Further Resolved, That suitable copies of this resolution be made available to the De LaSalle High School.

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

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

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

Nays -- None.

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

Presented by

ALDERMAN EVANS (4th Ward):

Referred -- ISSUANCE OF SIGN PERMIT TO GRATE SIGN
COMPANY FOR ERECTION OF SIGN/SIGNBOARD AT
818 EAST 47TH STREET.

A proposed order for the issuance of a sign permit to Grate Sign Company for the erection of a sign/signboard at 818 East 47th Street for Popeyes Famous Fried Chicken, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN BEAVERS (7th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

8737 South Burley Avenue,

8825 South Burley Avenue, and

8845 South Burley Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

8737 South Burley Avenue,

8825 South Burley Avenue, and

8845 South Burley Avenue,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

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

Nays -- None.

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

Presented by

ALDERMAN HUTCHINSON (9th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 130,
SECTION 130-2.2 CONCERNING TRANSFERS OF
RETAIL FOOD PURVEYOR LICENSES.

A proposed ordinance to amend Chapter 130, Section 130-2.2 of the Chicago Municipal Code concerning the transfers of retail food purveyor licenses, which was *Referred to the Committee on Economic Development*.

Presented by

ALDERMAN HUTCHINSON (9th Ward) and OTHERS:

Referred -- ESTABLISHMENT OF AUTHORITY AND STANDARDS
FOR PUBLISHING OF REPORTS TO CONSTITUENTS
BY CITY COUNCIL MEMBERS.

A proposed ordinance, presented by Aldermen Hutchinson, W. Davis, Streeter, Giles, Kotlarz, Gutierrez, Sherman and Kelley, establishing authority and standards for the publishing of reports by the members of the City Council to their constituents, which was *Referred to the Committee on the Budget*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17,
SECTION 17-6.2 CONCERNING DUMPING OF
DEMOLITION MATERIAL IN
LANDFILL AREAS.

A proposed ordinance to amend Chapter 17, Section 17-6.2 of the Chicago Municipal Code concerning the dumping of demolition material in landfill areas, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Presented by

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE SERGEANT JOHN S. COSTAS.

A proposed resolution reading as follows:

WHEREAS, Sergeant John S. Costas had passed away suddenly on December 7, 1986; and

WHEREAS, Sergeant Costas was a fine family man, being the beloved husband to Anna Mae (Healy) and a proud father to Stephen (Diane), Mary, John, and Julianne; and

WHEREAS, Sergeant Costas was a member of the Chicago Police Department where he had served for many years, and was also a member of the Chicago Police Sergeants Association, the Chicago Patrolmen Association, the St. Jude Police League and the American Legion Youth South Shore Post; and

WHEREAS, Sergeant Costas had lived his entire married life as a resident of the 11th Ward community and was a good friend to many; and

WHEREAS, Sergeant Costas was a fine public servant to not only the citizens of the 11th Ward, but to the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 10th day of December in 1986 do hereby mourn the death of Sergeant John S. Costas, a fine public servant and a fine man, and may we also extend our deepest sympathy to his wife, Anna Mae, his children, and his many relatives and friends that will miss him dearly; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Sergeant John S. Costas.

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

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

TRIBUTE TO LATE MR. JAMES J. FLOODAS.

Also, a proposed resolution reading as follows:

WHEREAS, James J. Floodas, a fine citizen and public servant, had passed away on November 10, 1986; and

WHEREAS, James J. Floodas was an extremely kind and very generous man to all that had known and loved him; and

WHEREAS, James J. Floodas, was the beloved son of Katherine and John D. Floodas, and the fond brother of many: Sadie (the late George) Akouris, Theresa (William) Whirity, Ann (Eugene) Schaeffer, Theodore (Helen), Nellie, Georgia (James) Korbis, the late William (Kay), George, Nicholas (Frances), Ursula Orr, and Julia, and the uncle to many nieces and nephews; and

WHEREAS, James J. Floodas was a lifelong resident of the 11th Ward and the Bridgeport community; and

WHEREAS, James J. Floodas was also a very good friend to the late Mayor Richard J. Daley and his family for many years; and

WHEREAS, James J. Floodas was a precinct captain in the 11th Ward for many years, and was also a personal friend to State's Attorney Richard M. Daley, State Representative John P. Daley, Alderman Patrick M. Huels, State Senator Timothy Degnan, and the staff members of the 11th Ward Democratic Organization, where he will be greatly missed; and

WHEREAS, James J. Floodas was also a dear friend to the members of the Chicago Fire Department Engine Company 29, a place that he had visited every day; and

WHEREAS, James J. Floodas was a public servant for over 50 years, employed by the City of Chicago, with his most recent position being that with the Department of Sewers; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 10th day of December in 1986, do hereby mourn the death of James J. Floodas, a fine man and a fine public servant, and may we also extend our deepest sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of James J. Floodas.

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

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

Referred-- APPROVAL OF PROPERTY AT 3555 SOUTH NORMAL
AVENUE AS APPROPRIATE FOR COOK COUNTY
INCENTIVE ABATEMENT PURPOSES.

Also, a proposed resolution to approve the property at 3555 South Normal Avenue as appropriate under the Cook County Real Property Assessment Classification Ordinance, Class 6b, for incentive abatement, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN LANGFORD (16th Ward):

TRIBUTE TO LATE MR. WILLIE PITTMAN.

A proposed resolution reading as follows:

WHEREAS, Mr. Willie L. Pittman, founded and developed "The Englewood Back to School Parade" in 1963; and

WHEREAS, Under the direction of, and with the skill and enthusiasm of Mr. Willie L. Pittman, this parade was the largest and best known in Englewood and the City of Chicago; and

WHEREAS, Mr. Pittman made this parade a permanent institution in the City of Chicago and the Englewood Community; and

WHEREAS, Mr. Pittman led the 23rd Annual Englewood Back to School Parade on August 30, 1986; and

WHEREAS, Mr. Willie L. Pittman's untimely death on November 5, 1986, leaves a clear void in Chicago and Englewood; and

WHEREAS, Mr. Pittman's contributions to Englewood and Chicago, were many and varied and included his devotion to his Race and to mankind in that he was a very hard and devoted worker in many other civic and political organizations, including, but not limited to:

- Operation Push
- The Urban League
- The National Association for the Advancement of Colored People,

and far too many other organization's to mention; and

WHEREAS, Mr. Pittman's contributions and his unselfish devotion to mankind must rank him with the very best known in Englewood, and have earned him the love and respect of all of its citizens who knew him, all of whom believe that his spirit, character and memory should continue beyond his untimely death; and

WHEREAS, Mr. Pittman's contributions can best be memorialized by continuing the Englewood Back to School Parade in his name and memory; now, therefore,

Be It Resolved, That the Englewood Back to School Parade be renamed "Willie L. Pittman's Englewood Back to School Parade", beginning August 29, 1987, and continuing thereafter; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mr. Willie L. Pittman, and a copy hereof be published in the City Council Journal of Proceedings.

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

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

Referred -- ISSUANCE OF NEWSPAPER STAND PERMIT FOR
OPERATION OF STAND AT SOUTH RACINE AVENUE
AND WEST 61ST STREET.

A proposed order for the issuance of a newspaper stand permit to Mr. Ulysses Smith on the northwest corner of South Racine Avenue and West 61st, Street, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN LANGFORD (16th Ward) and OTHERS:

TRIBUTE TO LATE MR. ABE "FLUKY" DREXLER.

A proposed resolution, presented by Aldermen Langford, D. Davis, Streeter, Humes and Sawyer, reading as follows:

WHEREAS, Abe "Fluky" Drexler, was born and grew up on Maxwell Street, and was the founder and owner of Fluky's restaurants, a chain that specializes in deluxe hot dogs; and

WHEREAS, The original Fluky's was at Maxwell and Halsted Streets, a stand half on the sidewalk and half in the street, with a fireplug resting inside the stand from which the business obtained its water; and

WHEREAS, Mr. Drexler started selling hot dogs at the stand when he was a high school student and made it a full-time business after he was graduated; and

WHEREAS, "Fluky's" became identified during the Depression era with a 5-cent hot dog, the price of which included "the works": a delicious hot dog on a poppy seed bun, covered with tomatoes, lettuce, onions, peppers, mustard, relish and french fries; and

WHEREAS, "Fluky's" branched out to include a stand at 63rd and Dorchester, near Hyde Park High School, where many of the Hyde Park students spent all of their lunch money, and sometimes their carfare home, buying the delicious fare, among whom was one Anna Riggs (now Langford); and

WHEREAS, One of the most famous Hyde Parkers, one Steve Allen, also discovered Fluky's when he was a student at Hyde Park High School and the fond memory of Fluky's hot dogs was duly noted in his autobiography and, one Frank Sinatra, in a 1970 Chicago appearance put Fluky's franks in the lyrics of "My Kind of Town"; and

WHEREAS, Mr. Drexler was a kind hearted man who often sold his hot dogs to poor kids in the neighborhood for 2 or 3 cents; and

WHEREAS, Mr. Drexler was never actually a fluke but a really nice guy who got his nickname when he was almost killed during an initiation prank which got out of hand, and lived to give many a citizen of Chicago a real gastronomical treat; and

WHEREAS, "Fluky" Drexler departed this life November 27, 1986, at the age of 76; now, therefore,

Be It Resolved, That all the lovers of Fluky's hot dogs salute the monument which Fluky left to us and do mourn his passing as one would a dear friend who has brought much happiness into one's life; and

Be It Further Resolved, That, a suitable copy of this resolution be presented to the family of "Fluky" and a copy hereof be published in the City Council Journal of Proceedings.

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

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

Presented by

ALDERMAN STREETER (17th Ward):

Referred -- PAYMENT OF SPECIAL POLICE LICENSE FEES BY
SUNDRY ORGANIZATIONS IN COMPLIANCE WITH
CHICAGO MUNICIPAL CODE.

Four proposed ordinances requiring the churches listed below to pay a ten dollar license fee for each of the special police employed therein, pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which were *Referred to the Committee on Finance* as follows:

Commonwealth Community Church, 140 West 81st Street -- six special police:

Good Shepherd Church, 7205 South Ashland Avenue -- four special police:

Pleasant Green Missionary Baptist Church, 7545 South Vincennes Avenue -- five special police;

Rising Star M.B. Church, 401 West 69th Street -- four special police.

Presented by

ALDERMAN KELLAM (18th Ward):

TRIBUTE TO LATE MR. PAUL BASCOMB.

A proposed resolution reading as follows:

WHEREAS, God in his infinite wisdom has called to rest Mr. Paul Bascomb; and

WHEREAS, Mr. Bascomb, was born in Birmingham, Alabama, and as a young man, developed a love of music, playing the clarinet, and then playing the tenor saxophone, while on a music scholarship at Alabama State University; and

WHEREAS, Paul played in 'outstanding jazz groups', among them the Erskine Hawkins band, which is famous for its recording of "After Hours"; and

WHEREAS, Mr. Bascomb was invited to the International Jazz Festival in Nice, and in 1979 was inducted into the Jazz Hall of Fame in Birmingham; and

WHEREAS, I had the privilege of knowing Paul, through his work as a precinct captain in the 18th Ward Regular Democratic Organization, and was pleased to look on him as my friend; and

WHEREAS, The City of Chicago is sad over the loss of this kind man and great musician; now, therefore,

Be It Resolved, That our condolences to the family of Mr. Bascomb be extended on his passing, through this resolution, which will be presented to them as a token of the esteem in which we all held Mr. Bascomb, not only for his musical talents, but as a person.

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

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

Presented by

ALDERMAN SHERMAN (21st Ward):

21ST WARD DECLARED "DRUG FREE ZONE".

A proposed resolution reading as follow:

WHEREAS, Approximately 6.2 million young people age 12-17 have used marijuana at some time during their lives; 2.7 million have used marijuana in the last month; 4.8 million have used marijuana in the past year; and

WHEREAS, Approximately 21.6 million Americans have used cocaine at least once in their lives. Four million Americans are "current users," defined as using at least once in the month prior to survey. An estimated 60,000 children as young as 12-17 have tried cocaine; and

WHEREAS, Cocaine used by high school seniors reached its highest level ever in 1985 -- with 17% of the students having tried cocaine at some time in their lives, and 6.7% using it within the past 30 days. Total deaths involving cocaine almost tripled in 25 cities, from 190 in FY 1981 to 547 in FY 1985; and

WHEREAS, Cocaine is one of the most powerfully addictive drugs known. It works directly on reward centers of the brain, producing an even more compelling need than heroin. More than half of all patients seen in an inner-city Chicago drug abuse treatment program in 1983 had a primary diagnosis of cocaine dependency, compared with 3 percent in 1980 and 36 percent in 1982; and

WHEREAS, Drug trafficking is the most serious organized-crime problem in the world today. The costs of drug abuse on the job are staggering. The consequences range from accidents and injuries to theft, bad decisions and ruined lives; and

WHEREAS, Drug abuse costs the U.S. economy \$60 billion in 1983, or nearly 30% more than the \$47 billion estimated for 1980; and

WHEREAS, In a 1985 study conducted by the 800-Cocaine counselors, 75% of those calling the hot line reported that they sometimes took coke while on the job, and 69% said they

regularly worked under the influence of cocaine. One-fourth said they used cocaine at work every day; now, therefore,

Be It Resolved, That citizens of the 21st Ward in particular and the City of Chicago in general join with the Mayor and the City Council on this 10th Day of December 1986 in declaring the 21st Ward a Drug Free Zone; and

Be It Further Resolved, That suitable copies of this resolution be posted in the Chicago Public Branch Libraries and public schools for display in the 21st Ward.

Alderman Sherman 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 Sherman, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. FRANK
KUREJA ON OCCASION OF THEIR 25TH
WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Frank Kureja have recently celebrated 25 years of wedded bliss; and

WHEREAS, Rose and Frank Kureja have been residents of Chicago's great southwest side for the entirety of their married life and have friends throughout the community; and

WHEREAS, With three children and one grandchild, Rose and Frank Kureja represent the strength and continuity of family life in which the leaders of our great City place so many hopes for the future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 10th day of December, 1986, do hereby offer our congratulations to Mr. and Mrs. Frank Kureja on their twenty-fifth wedding anniversary, and extend to this fine couple and their family our very best wishes for a bright, happy, successful future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Frank Kureja.

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

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

CONGRATULATIONS EXTENDED TO MR. LEROY WALTER LEMKE
ON OCCASION OF HIS DEDICATED PUBLIC SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, Leroy Walter Lemke, State Representative from 1972--1975, and State Senator from 1975--1986, a dedicated politician whose successes have earned him many awards and the respect of his constituents and fellow legislators, is being honored by his community December 14, 1986, for his 14 years of distinguished service in Springfield; and

WHEREAS, As a Democrat representing the 24th Senatorial District, State Senator Lemke was responsible for much legislation which espoused the finest principles of a democratic society. His work for seniors, for property owners, and in the areas of investments and the combatting of drug abuse earned him recognition and honors from virtually every organization involved in such activities. His legislative service to ethnicity recognition led to his being honored by the Polish-American Community Council, the Czechoslovak Society of America, the Joint Civic Committee of Italian-Americans and the Balzekas Museum of Lithuanian Culture, among others; and

WHEREAS, Also a leader in legislation for labor and especially small businesses, Leroy Walter Lemke has earned the gratitude and respect of the State's business and labor communities; and

WHEREAS, An outstanding husband, father and grandfather, and active beyond the call of duty in countless civic and community organizations, Leroy Walter Lemke is respected by all who know him; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 10th day of December, 1986, A.D., do hereby offer our heartiest congratulations to Leroy Walter Lemke, an outstanding friend and legislator, as he is honored by his grateful community for his exceptional dedication and for his many successes in public service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Leroy Walter Lemke.

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

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

Presented by

ALDERMAN GUTIERREZ (26th Ward) and OTHERS:

Referred -- AMENDMENT OF ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM ORDINANCE.

A proposed ordinance, presented by Aldermen Gutierrez, Gabinski, Santiago and Mell, to amend an ordinance passed March 6, 1981, concerning the administration of the Adjacent Neighbors Land Acquisition Program by changing certain language contained therein, which was *Referred to the Committee on Land Acquisition, Disposition and Leases*.

Presented by

ALDERMAN D. DAVIS (29th Ward) and OTHERS:

Referred -- REVIEW OF POLICIES, PRACTICES AND PROCEDURES
OF CHICAGO POLICE DEPARTMENT ASSESSMENT CENTER.

A proposed resolution, presented by Aldermen D. Davis, Smith, Beavers, Sawyer, Humes and Streeter, requesting the Committee on Police, Fire and Municipal Institutions to review the policies, practices and procedures of the Chicago Police Department's Assessment Center, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 5400 WEST ROOSEVELT ROAD.

A proposed order for the issuance of a sign permit to White Way Sign Company for the erection of a sign/signboard at 5400 West Roosevelt Road for Sunbeam Park, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
PORTION OF NORTH PEORIA STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of North Peoria Street between West Ohio Street and West Grand Avenue for the Como Inn (No. 8-32-86-1123); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Gabinski, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN BANKS (36th Ward) and OTHERS:

Referred -- CREATION OF NEW MUNICIPAL CODE CHAPTER
202 ESTABLISHING "LINKED DEVELOPMENT PROCESS".

A proposed ordinance, presented by Aldermen Banks, Kotlarz and Cullerton, to establish a new chapter within the Chicago Municipal Code to be known as Chapter 202, the "Chicago Linked Development Ordinance", establishing processes and procedures linking growth in neighborhoods, which was *Referred to the Committee on Economic Development*.

Presented by

ALDERMAN LAURINO (39th Ward):

BUILDINGS DECLARED PUBLIC NUISANCES
AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

3501 West Wilson Avenue,

3746 West Agatite Street, and

3715 West Agatite Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

3501 West Wilson Avenue,

3746 West Agatite Street, and

3715 West Agatite Street,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

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

Nays -- None.

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

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred -- ESTABLISHMENT OF TAXICAB STAND 569 ON
PORTION OF EAST OHIO STREET.

A proposed ordinance to establish taxicab stand 569 on East Ohio Street, along the south curb from a point 43 feet east of the west building line of the property known as 445 East Ohio Street to a point 36 feet east thereof for two taxicabs, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANT OF PRIVILEGE TO LA SALLE NATIONAL
BANK, U/T 107707.

Also, a proposed ordinance granting permission and authority to LaSalle National Bank, as Trustee under Trust 107707, to construct, maintain and use ten four-inch electrical conduits encased in a concrete envelope adjacent to its property at 900 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT TO SET BACK CURB IN
FRONT OF 750 -- 770 NORTH LA SALLE STREET
FOR COSMOPOLITAN NATIONAL BANK
OF CHICAGO.

Also, a proposed order for the issuance of permit to Cosmopolitan National Bank of Chicago to set back the curb in front of the building at 750 -- 770 North LaSalle Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN OBERMAN (43rd Ward):

PORTION OF NORTH BURLING STREET VACATED AND
EASEMENT RESERVED FOR PLACEMENT OF
PEDESTRIAN WALKWAY.

A proposed ordinance reading as follows:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the North Burling Street lying west of the west line of Lot 33 in Subdivision of Lots 9 to 18 and the West 1/2 of Lot 19 and all of Lots 20 to 22 in Block 1 of Sheffield's Addition in the West 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian; lying east of the east line of Lot 36 in Scott's Subdivision of the West 1/2 of the West 1/2 of Block 1 of Sheffield's Addition of the West 1/2 of the South West 1/4 of Section 33, Township 40 North, Range 14 East of the Third Principal Meridian; lying south of a line 106.50 feet north of and parallel to a line drawn from the southwest corner of Lot 33 in Subdivision of Lots 9 to 18 aforementioned, to the southeast corner of Lot 36 in Scott's Subdivision aforementioned; and lying north of the line 5.00 feet north of and parallel to a line drawn from the southwest corner of Lot 33 in Subdivision of Lots 9 to 18 aforementioned to the southeast corner of Lot 36 in Scott's Subdivision aforementioned said part of public street herein vacated being further described as the north 101.50 feet of the south 106.50 feet of South Burling Street lying

between the south line of West Concord Place and the north line of West North Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for itself and for the benefit of such public and quasi-public utility agencies as may be involved, easements in all that part of North Burling Street as herein vacated, to maintain the existing municipally-owned service facilities and public and quasi-public utility facilities at their present locations and to repair and operate such facilities and utilities; the easement with respect to each such facility to remain in effect until, and to terminate upon, the abandonment or release of such facility or the relocation of such facility outside that part of North Burling Street as herein vacated, in accordance with plans to be approved by the City of Chicago in the case of a municipally-owned service facility, or to be approved by the public or quasi-public agencies involved in the case of other service facilities. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area which in the judgment of the respective municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal and reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The City of Chicago hereby reserves for itself and for the benefit of the public, a perpetual easement to install, maintain and use the west 10 feet of that portion of North Burling Street as herein vacated, for the placement of a pedestrian walkway. It is further provided that the remainder of that part of North Burling Street as herein vacated be used solely as greenspace which means that it shall be landscaped and maintained with grass, trees, flowers and shrubs.

All easements, covenants and conditions contained herein shall run with the land and remain in full force and effect and not merge with the fee interest in the street vacated hereby, notwithstanding vesting hereof in the City of Chicago.

SECTION 4. The vacation herein provided for is made upon the express condition that within 6 months after the passage of this ordinance, the City of Chicago (Department of Housing) shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 5. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on
page 38034 of this Journal.]

"A"

Sheffield's Add. to Chicago in Sec. 29, 31, 32 & 33-40-14.

"B"

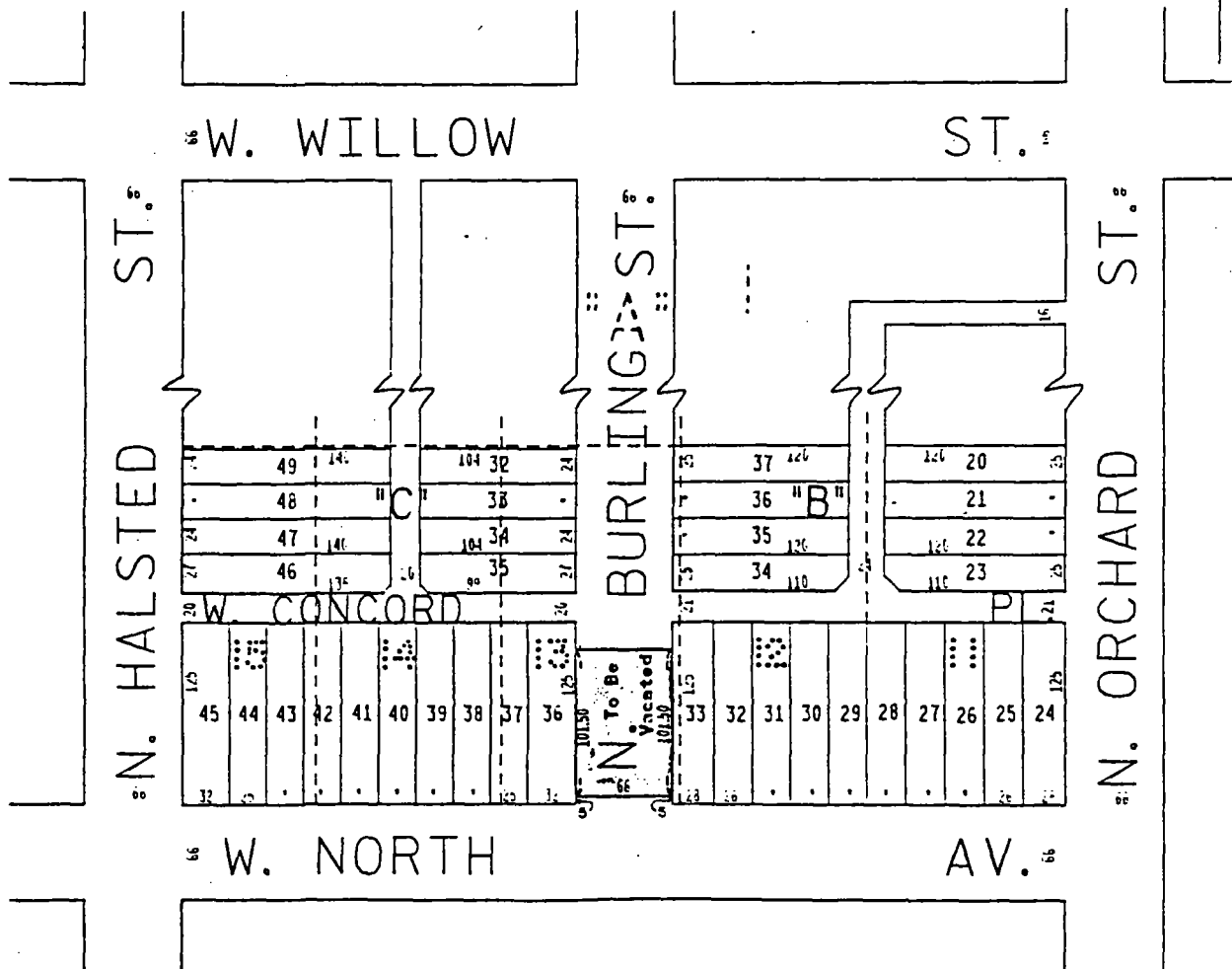
Sub. of Lots 9 to 18 and W. $\frac{1}{2}$ of Lot 19 and all of Lots 20 to 22 in Blk. 1 of Sheffield's Add. in W. $\frac{1}{2}$ of S.W. $\frac{1}{4}$ Sec. 33-40-14.

"C"

Scott's Sub. of W. $\frac{1}{2}$ of W. $\frac{1}{2}$ of Blk. 1 of Sheffield's Add., W. $\frac{1}{2}$ of S.W. $\frac{1}{4}$ Sec. 33-40-14.

Dr. No. 33-43-86-1121

NORTH



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

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

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

Nays -- None.

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

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- GRANT OF PRIVILEGE TO
BENDER GLICK SPORTSWEAR.

A proposed ordinance granting permission and authority to Bender Glick Sportswear to construct, maintain and use two parking areas for the purpose of employee parking located adjacent to the premises at 4745 North Ravenswood Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SCHULTER (47th Ward) and OTHERS:

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
104.1 REGARDING ESTABLISHMENT OF CLASS
4 PUBLIC PLACES OF AMUSEMENT.

A proposed ordinance, presented by Aldermen Schulter, Hansen and Huels, to amend Chapter 104.1, Sections 104.1-7 and 104.1-18.1 of the Chicago Municipal Code governing the establishment of "Class 4 Public Places of Amusement" (non- alcohol bars), which was *Referred to the Committee on License*.

Presented by

ALDERMAN VOLINI (48th Ward):**GRATITUDE EXTENDED TO MRS. KATHE GOGERTY ON
HER OUTSTANDING ACT OF HEROISM.**

A proposed resolution reading as follows:

WHEREAS, Mrs. Kathe Gogerty, a resident of Chicago's north side, has many times proved her mettle as a concerned and committed friend and neighbor throughout the Lakewood-Balmoral area; and

WHEREAS, Mrs. Kathe Gogerty, a devoted wife and mother, last month went far beyond the call of duty to rescue a baby and its day care sitter from a burning single-family residence on North Lakewood Avenue; and

WHEREAS, Seeing smoke coming from the home directly behind her own residence, Mrs. Gogerty ran from her house and into the burning building with no thought of her own safety, and in minutes had helped the sitter lead the baby out of danger, while she stayed behind to make sure there were no other inhabitants present; and

WHEREAS, Such outstanding heroism has earned Mrs. Kathe Gogerty the respect and admiration of an entire City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 10th day of December, 1986, A.D., do hereby express, on behalf of all the citizens of this great City, our extreme gratitude to Mrs. Kathe Gogerty on her outstanding act of heroism in rescuing two people from a terrible home fire, and extend to this outstanding citizen our very best wishes; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Kathe Gogerty.

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

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

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

Nays -- None.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
147 CONCERNING TRANSFER OF LATE LIQUOR
LICENSES TO NEW OWNERS OF LIQUOR
ESTABLISHMENTS.

Also, a proposed ordinance to amend Chapter 147 of the Chicago Municipal Code by inserting new Section 147-13 therein, establishing the necessary procedures for the transfer of late liquor licenses to new owners of liquor establishments, which was *Referred to the Committee on License*.

Presented by

ALDERMAN STONE (50th Ward):

CONGRATULATIONS EXTENDED TO MR. ED SCHWARTZ ON
OCCASION OF HIS 5TH ANNUAL "GOOD NEIGHBOR
FOOD COLLECTION DRIVE".

A proposed resolution reading as follows:

WHEREAS, Chicago Ed Schwartz, W.G.N. night time talk show host, will preside over the fifth annual "Good Neighbor Food Collection Drive" on Friday, December 12th., from 7:00 P.M. to 3:00 A.M. at the Daley Center Plaza; and

WHEREAS, Volunteers from the entire Chicagoland area will man the food collection facilities and accept cash donations from contributors as they drive past; and

WHEREAS, The recipient of this food drive is the Church Federation of Greater Chicago Hunger Project, a non-profit and non-sectarian group which supplies food and nutritional advice to 125 food pantries throughout Chicago and suburbs; and

WHEREAS, Last year, donations of 400,000 pounds of food and \$75,000.00 in cash were received and even more money is needed this year; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago assembled here this 10th day of December, 1986, do herewith invite all Chicagoans to join in this noble endeavor so that nutrition can be supplied to those who would otherwise go hungry and that we all join in the "Good Neighbor Food Collection Drive"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ed Schwartz in behalf of all of those volunteers who participate in this humanitarian effort.

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

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

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

Nays -- None.

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

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.*

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN EVANS (4th Ward):

Kenwood Oakland Community Organization, 1236 -- 1238 E. 46th Street -- for construction of H.O.D.A.G. projects at sundry locations.

BY ALDERMAN STREETER (17th Ward):

Holy Temple Evangelistic Church of God in Christ -- for remodeling, rehabilitating and adding to existing building on the premises known as 7656 S. Vincennes Avenue.

BY ALDERMAN SOLIZ (25th Ward):

Y.M.C.A. of Metropolitan Chicago, 755 W. North Avenue -- for construction of a handicapped ramp and platform on the premises known as 2124 S. Ashland Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Presbyterian Church -- for erection of an illuminated sign on private property on the premises known as 5849 N. Nina Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Near North Health Service Corporation, 1441 N. Cleveland Avenue -- for the construction of the new Near North Health Service Corporation health facility on the premises known as 1276 N. Clybourn Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN EVANS (4th Ward):

Church Home, 5445 S. Ingleside Avenue.

Chicago Osteopathic Medical Center, 5200 S. Ellis Avenue.

BY ALDERMAN DAVIS (29th Ward):

Neighborhood Housing Service, 749 N. Central Avenue.

BY ALDERMAN BITOY (34th Ward):

Roseland Community Hospital, 45 W. 111th Street.

BY ALDERMAN BANKS (36th Ward):

Noah's Ark Pre-school, 3101 N. Parkside Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN EVANS (4th Ward):

Lutheran School of Theology, 1100 E. 55th Street -- building inspections (2).

BY ALDERMAN SCHULTER (47th Ward):

St. Benedict Church, 2215 W. Irving Park Road -- elevator inspection.

WATER RATE EXEMPTION:

BY ALDERMAN HUTCHINSON (9th Ward):

Florence Hotel, 11100 S. St. Lawrence Avenue.

REFUND OF FEE:

BY ALDERMAN BANKS (36th Ward):

Noah's Ark Pre-School, 3101 N. Parkside Avenue -- Refund of license fee for the amount of \$75.00.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 24, 1986).

Alderman Gabinski moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Monday, November 24, 1986 as follows:

Page 37119 -- by deleting lines 20 through 34 from the top of the page and inserting the following language in lieu thereof:

"Business Planned Development"

Planned Development Use and Bulk Regulations and Data

Net Site Area	General Description of Land Use	Maximum F.A.R.	Maximum % of Land Covered
305,000 sq. ft.	Business Offices and related use	.54	54%

Maximum Permitted F.A.R. for Total Net Site Area = .54

Minimum Number of Parking Spaces Required = 181 Spaces on-site and 140 Spaces to be provided on Gregory Avenue.

Minimum Number of Off-Street Loading Spaces Required = 0

Minimum Periphery Setbacks --
 North Property Line = 4 feet
 South Property Line = 4 feet
 West Property Line = 0 feet
 East Property Line = 0 feet

Maximum Percentage of Land Covered = 54%"

The motion to correct *Prevailed*.

Alderman Gabinski then moved to further *Correct* the printed Official Journal as follows:

Page 37120 -- by inserting the words "Amended: November 13, 1986" immediately after the third line from the top of the page.

The motion to correct *Prevailed*.

JOURNAL (November 26, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 26, 1986, at 1:00 P.M., signed by him as such City Clerk.

Alderman Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

AUTHORITY GRANTED TO AMEND CHICAGO ZONING ORDINANCE
BY RECLASSIFYING PARTICULAR AREA SHOWN ON
MAP NUMBER 5-F.

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of October 27, 1986, pages 35221 and 35229, recommending that the City Council pass a proposed ordinance amending the Chicago Zoning Ordinance by reclassifying a particular area.

Alderman Oberman then submitted the following amendment:

Motion To Amend, An ordinance deferred and published on October 27, 1986, printed on page 35221 of the Journal of said date, reclassifying an area shown on Map 5-F, by deleting the following language from the area described in Section 1 of said ordinance:

"a line 72 feet south of West Armitage Avenue and the alley next west of and parallel to North Sedgwick Street".

The foregoing amendment was *Adopted* by a viva voce vote.

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

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

Nays -- None.

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

Said ordinance as passed reads as follows:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District symbols and indications as shown on Map No. 5-F in the area bounded by

West Armitage Avenue; North Lincoln Avenue; a line from a point 123 feet southeast of West Armitage Avenue along the southwesterly line of North Lincoln Avenue or the line thereof if extended where no line exists, to a point 54.52 feet east of North Sedgwick Street and 106.9 feet south of the intersection of the east line of North Sedgwick Street and the southwest line of North Lincoln Avenue; and North Sedgwick Street,

to those of a B2-3 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

OFFICIAL JOURNAL OF REGULAR MEETING HELD ON OCTOBER 27, 1986 CORRECTED.

Alderman Langford moved to *Correct* the printed Official Journal of the regular meeting held on Monday, October 27, 1986, as follows:

Page 35203 -- by deleting the number "507" appearing on the tenth, seventeenth and twenty-fifth lines from the top of the page and inserting the number "508" in lieu thereof.

The motion to correct *Prevailed*.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

25 students from Decatur Classical Academy, accompanied by Ms. Littau;

20 students from Carmel High School, accompanied by Ms. Cassidy;

30 students, parents and teachers from Donoghue Elementary School; and

Professor Anatoly Fedoseyev, Head of Faculty of Philosophy and Political Science at Leningrad State University in the Soviet Union.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Evans thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday the tenth (10th) day of December, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the eighteenth (18th) day of December, 1986, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

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

Nays -- None.

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

At this point in the proceedings, Honorable Harold Washington, Mayor, relinquished the Chair to President Pro Tem. Alderman Eugene Sawyer.

Referred -- BIDS FOR SALE OF CITY-OWNED PROPERTY.

The City Clerk transmitted communications from Ronald D. Picur, City Comptroller, under dates of December 3 and 8, 1986, which read as follows:

Transmitted herewith 2 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1944 North California Avenue, which was

authorized by ordinance passed March 12, 1986 and printed on pages 28563 -- 28564 of the Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1221 -- 1223 North Damen Avenue, which was authorized by ordinance passed January 28, 1980 and printed on page 2307 of the Council Journal.

Transmitted herewith 3 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1001 -- 1007 West Division Street/1148 -- 1174 North Hickory Avenue, which was authorized by ordinance passed February 4, 1985 and printed on pages 13376 -- 13377 of the Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 520 North Hartland Court, which was authorized by ordinance passed March 12, 1986 and printed on page 28569 of the Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 602 East Oakwood Boulevard, which was authorized by ordinance passed May 4, 1986 and printed on page 29898 of the Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 1656 West Ogden Avenue, which was authorized by ordinance passed January 16, 1986 and printed on pages 26277 -- 26278 of the Council Journal.

Transmitted herewith 3 Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at 1358 West Ohio Street, which was authorized by ordinance passed March 12, 1986 and printed on pages 28572 -- 28573 of the Council Journal.

Transmitted herewith 1 Sealed Bid. This bid was submitted in response to advertisement for sale of City-owned property at 11401 South Watkins Avenue, which was

authorized by ordinance passed February 4, 1985 and printed on page 13387 of the Council Journal.

Transmitted herewith eleven (11) Sealed Bids. These bids were submitted in response to advertisement for the sale of City-owned properties under the Adjacent Neighbors Land Acquisition Program, Phase VI, for properties at various locations.

On motion of Alderman Kellam, the bids submitted with the foregoing communications were ordered opened, read and then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

1944 North California Avenue.

Andres Roman, 1940 North California Avenue, Chicago, Illinois 60647: Amount bid \$4,500.00, deposit check \$450.00 (cashier's check);

Ben Myers, 1060 West North Shore Avenue, Chicago, Illinois 60626: Amount bid \$1,200.00, deposit check \$1,200.00 (cashier's check);

1221 -- 1223 North Damen Avenue.

Leonard Ganiel and Paul A. Rivera, 1219 North Damen Avenue, Chicago, Illinois 60622: Amount bid \$4,305.00, deposit check \$430.50 (certified check);

*1001 -- 1007 West Division Street/
1148 -- 1174 North Hickory Avenue.*

Diane Ciral, c/o Paul R. Diamond, Esq., Holleb and Coff, 55 East Monroe Street, Suite 4100, Chicago, Illinois 60603: Amount bid \$75,500.00, deposit check \$7,550.00 (cashier's check);

Louis Wolf, 6354 North Broadway, Suite 204, Chicago, Illinois 60660: Amount bid \$65,005.00, deposit check \$6,505.00 (cashier's check);

Alan H. Davis, Burt Gordon and Robert Zinn, 150 North Wacker Drive, Suite 2020, Chicago, Illinois 60606: Amount bid \$66,000.00, deposit check \$6,600.00 (cashier's check);

520 North Hartland Court.

Grace Stramaglio, 1313 West Grand Avenue, Chicago, Illinois 60622: Amount bid \$3,100.00, deposit check \$310.00 (cashier's check);

602 East Oakwood Boulevard.

Herman and Patricia A. Francisco, 633 East Oakwood Boulevard, Chicago, Illinois 60653: Amount bid \$7,000.00, deposit check \$700.00 (cashier's check);

1656 West Ogden Avenue.

Basil N. Brunetti, c/o Avenue Metal Manufacturing Company, 1640 West Ogden Avenue, Chicago, Illinois 60612: Amount bid \$4,600.00, deposit check \$460.00 (certified check);

1358 West Ohio Street.

Julieta Riesco, 1465 West Summerdale Avenue, Chicago, Illinois 60640: Amount bid \$3,250.00, deposit check \$325.00 (cashier's check);

Paul Ohadi, 1235 North Dearborn Street, Chicago, Illinois 60610: Amount bid \$2,750.00, deposit check \$275.00 (certified check);

Thomas C. Grieco, 1348 West Ohio Street, Chicago, Illinois 60622: Amount bid \$3,110.00, deposit check \$311.00 (cashier's check);

11401 South Watkins Avenue.

Apostolic Pentecostal Church of Morgan Park, 11401 South Vincennes Avenue, Chicago, Illinois 60643: Amount bid \$4,700.31, deposit check \$471.00 (certified check);

ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

3522 South Calumet Avenue.

Eddie Spencer, 3524 South Calumet Avenue, Chicago, Illinois 60653: Amount bid and deposit check \$300.00 (official check);

743 North Elizabeth Street.

Angelina Aguilar, 741 North Elizabeth Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.00 (money order);

745 North Elizabeth Street.

Jose J. Torres, 747 North Elizabeth Street, Chicago, Illinois 60622: Amount bid and deposit check \$300.000 (money order);

1421 North Fairfield Avenue.

Elizabeth Elizondo, 1419 North Fairfield Avenue, Chicago, Illinois 60622: Amount bid and deposit check \$300.000 (bank check);

3800 South Indiana Avenue.

12/10/86

MISCELLANEOUS BUSINESS

38047

Eugene Paradise, 3766 South Indiana Avenue, 2nd floor, Chicago, Illinois 60653:
Amount bid and deposit check \$400.00 (money order):

1516 South Lawndale Avenue.

Charlie and Louise Wright, 1518 South Lawndale Avenue, Chicago, Illinois 60623:
Amount bid and deposit check \$300.00 (money order):

1113 North Mozart Street.

Jozef Olejniczak, 1117 North Mozart Street, Chicago, Illinois 60622: Amount bid and
deposit check \$555.00 (money order);

Lillian Fleming, 1111 North Mozart Street, Chicago, Illinois 60622: Amount bid and
deposit check \$610.00 (cashier's check);

2036 West Ohio Street.

Carol A. and Patricia A. Troccoli, 2042 West Ohio Street, Chicago, Illinois 60612:
Amount bid and deposit check \$500.00 (credit union check);

5721 South Princeton Avenue.

John W. Johnson, 5725 South Princeton Avenue, Chicago, Illinois 60621: Amount bid
and deposit check \$301.50 (money order);

1112 South Sacramento Avenue.

Henry Brown, 1114 South Sacramento Avenue, Chicago, Illinois 60612: Amount bid and
deposit check \$325.00 (cashier's check).

Adjournment.

Thereupon, Alderman Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday, December 18, 1986, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.