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**COPY**



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

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**Regular Meeting--Wednesday, March 18, 1987**

**at 10:00 A.M.**

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

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**OFFICIAL RECORD.**

**HAROLD WASHINGTON**  
**Mayor**

**WALTER S. KOZUBOWSKI**  
**City Clerk**

### Attendance at Meeting.

*Present* -- Honorable Harold Washington, Mayor, and Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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.

*Absent* -- Aldermen Roti, Krystyniak, W. Davis.

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### Call to Order.

On Wednesday, March 18, 1987, at 12:46 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 46.

Quorum present.

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### Invocation.

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

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### CONGRATULATIONS EXTENDED TO MOUNT CARMEL HIGH SCHOOL VARSITY HOCKEY TEAM ON WINNING CATHOLIC LEAGUE'S KENNEDY CUP CHAMPIONSHIP FOR 1987.

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

WHEREAS, The Mount Carmel High School Varsity Hockey Team ... the winner of the Catholic League's Kennedy Cup Championship for 1987; and

WHEREAS, The Mount Carmel High School, located at 6140 South Dante Avenue, has also won the Kennedy Cup Championship in Hockey for the third consecutive year and has also won twelve times in the 24 year history of the league; and

WHEREAS, These victories were achieved under the leadership of Head Coach Mr. Tom Kurow and Assistant Coaches Mr. Dave Kurow, Mr. Paul Dancu, and Mr. Mike Sroncznski; and

WHEREAS, The members of the Mount Carmel High School Varsity Hockey Team are: Steve Berner, Matt Bubala, Gary Casper, Greg DelCotto, Charlie DiCaro, Marion DiCaro, Doug Ferguson, Mike Gedzun, Harry Glover, Mike Kennedy, Tom Krygier, Paul Manning, Mike McCoy, Todd Puhrmann, Paul Rakowski, Joe Sheridan, Jason Sroczyński, Pete Stavrakis, Mike Sterkowitz, Dave White, Jeff Williams, and Pete Willy, and Moderator, Mr. Frank Kiszka and Manager, Mr. Dan Okray; and

WHEREAS, Mount Carmel High School, whose principal is the Reverend Robert Carroll, has emerged as one of the top high school hockey teams in the nation with a three year record of 67-0-2; and

WHEREAS, The Mount Carmel High School Hockey Team has brought honor, pride, and credit to themselves, their families, and their school; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council assembled this 18th day of March, 1987, do hereby congratulate the Mount Carmel High School Hockey Team as the winners of the Catholic League's Kennedy Cup Championship for 1987; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Mount Carmel High School Hockey Team.

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

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

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CONGRATULATIONS EXTENDED TO MARTIN LUTHER KING, JR.  
HIGH SCHOOL BOY'S VARSITY BASKETBALL TEAM  
AS 1987 CHICAGO PUBLIC LEAGUE  
CHAMPIONS.

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

WHEREAS, The Martin Luther King, Jr. High School Basketball Team is the winner of the 1987 Chicago Public League Tournament; and

WHEREAS, Martin Luther King, Jr. High School, located at 4445 South Drexel Boulevard, are also the winners of the 1986 Chicago Public League Basketball Title, and the 1986 Class AA Title; and

WHEREAS, These victories were achieved under the direction of Head Coach Mr. Landon Cox, and the Assistant Coach, Mr. Bennie Parrott of Martin Luther King, Jr. High School; and

WHEREAS, The members of the Martin Luther King, Jr. High School 1987 Varsity Basketball Team are: Karl Anderson, Jamie Brandon, Anthony Burwell, Keith Calbert, Terrence Cheeks, Michael King, Marcus Liberty, Emmett Lynch, Michael Miller, Johnny Selvie, Richard Smith, Carl Stanley, and Payton Menter; and

WHEREAS, Martin Luther King, Jr. High School, whose principal is Mrs. Lynn St. James, has emerged as one of the top basketball teams in the state and the nation; and

WHEREAS, The Martin Luther King, Jr. High School Boy's Basketball Team has brought honor, pride, and credit to themselves, their families, and their school; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council assembled this 18th day of March, 1987, do hereby congratulate the Martin Luther King, Jr. High School 1987 Boy's Varsity Basketball Team as the Chicago Public League Champions; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Martin Luther King, Jr. High School 1987 Boy's Basketball Team.

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

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

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CONGRATULATIONS EXTENDED TO WHITNEY YOUNG MAGNET  
HIGH SCHOOL 1987 ACADEMIC DECATHLON TEAM ON  
WINNING STATE OF ILLINOIS ACADEMIC  
DECATHLON CHAMPIONSHIP.

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

WHEREAS, The Whitney Young Magnet High School's 1987 Academic Decathlon Team is the winner of the State of Illinois Academic Decathlon Championship; and

WHEREAS, The Whitney Young High School, located at 211 South Laflin Avenue, is also the winner of the 1986-1987 State of Illinois Academic Decathlon; and

WHEREAS, These victories were achieved under the direction of Head Coach Mr. Larry Minkoff; and



WHEREAS, The members of the Whitney Young Magnet High School's Academic Decathlon Team are: Shishir Sheth, Margot Crawford, Tracey Deutsch, Janet Chin, Ed Basden, Greg Nedhoin, Christine Gust, Christopher Prince, and Charles Lewis; and

WHEREAS, Whitney Young High School, whose principal is Mr. Powhatan Collins, has emerged as one of the top academic schools in the state and nation; and

WHEREAS, The Whitney Young High School's Academic Decathlon Team has brought honor, pride, and credit to themselves, their families, and their school; now, therefore,

*Be It Resolved*, That a suitable copy of this resolution be prepared and presented to the Whitney Young Magnet 1987 High School Academic Decathlon Team.

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

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

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CONGRATULATIONS EXTENDED TO RICHARD T. CRANE HIGH  
SCHOOL BOY'S VARSITY BASKETBALL TEAM ON  
WINNING SECOND PLACE IN 1987 CHICAGO  
PUBLIC LEAGUE BASKETBALL  
TOURNAMENT.

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

WHEREAS, The Richard T. Crane High School Boy's Varsity Basketball Team has placed second in the 1987 Chicago Public League Tournament; and

WHEREAS, Richard T. Crane High School, located at 2245 West Jackson Boulevard, also won second place in the Boy's Varsity Division I of the Mayor Harold Washington's 1986--1987 Holiday High School Boys and Girls Basketball Tournament; and

WHEREAS, These victories were achieved under the direction of Head Coach Greene K. Smith, and the coaching staff of Crane High School; and

WHEREAS, The members of the Richard T. Crane High School Boy's Basketball Team are: Dwayne Blake, Randy Carter, Steve Collins, Joseph Daugherty, Tyrone Hymon, Tremel Murphy, Alvin Stanton, Kirkpatrick Taylor, Louis Taylor, Donnel Walker, Anthony Ware, and Renaldo Robinson; and

WHEREAS, Crane High School, whose principal is Mr. Donald F. Collins, has emerged as one of the top teams in the Public League; and

WHEREAS, The Crane High School Boy's Basketball Team has brought honor, pride, and credit to themselves, their families, and their school; now, therefore,

*Be It Resolved*, That the Mayor and the members of the City Council assembled this 18th day of March, 1987, do hereby congratulate the Richard T. Crane High School Boy's Varsity Basketball Team as the second place winners in the 1987 Chicago Public League Basketball Tournament; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Crane High School Boy's Varsity Basketball Team.

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

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

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#### TRIBUTE TO MR. BERNARD C. PRUSINSKI.

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

WHEREAS, Bernard C. Prusinski, 80, a former Chicago alderman, died March 13, 1987 at the Parkway Terrace Nursing Home in Wheaton; and

WHEREAS, From 1955 to 1959 he was the alderman of the 32nd Ward and was also a State Representative from 1947 to 1955; and

WHEREAS, Mr. Prusinski, a civil engineer, was credited with preventing St. Stanislaus Kostkas Catholic Church, an historic landmark at 1351 Evergreen, from being demolished to make way for the Kennedy Expressway; and

WHEREAS, As a State Representative, Mr. Prusinski drafted a plan that rerouted the highway and saved the \$3 million church; and

WHEREAS, In 1958, Mr. Prusinski switched to the Republican Party, losing his bid for reelection as alderman of the 32nd Ward in 1959; and

WHEREAS, Bernard Prusinski is survived by his wife, Helen; sons, Bernard Pierce and Joseph; daughter, Grace Sepanski; and brothers, the Rev. Leonard Prusinski, Dr. Jerome Pierce and Stanley Pierce; and

WHEREAS, Mr. Prusinski will be remembered for his tenacity and perseverance, and will be greatly missed by all of those who have known and loved him through the years; now, therefore,

*Be It Resolved*, That the Mayor and the members of the Chicago City Council, assembled here this 18th day of March, 1987, do hereby recognize Bernard C. Prusinski for his many accomplishments as a State Representative and an Alderman of the great 32nd Ward; and

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

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

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

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**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

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**AMENDMENT OF ORDINANCE ENTITLED "AUTHORITY GRANTED  
FOR INSTALLATION AND MAINTENANCE OF SHORE  
PROTECTION SERVICES PURSUANT TO ADVANCE  
MEASURES EMERGENCY FLOOD  
CONTROL PROJECT".**

Honorable Harold Washington, Mayor, submitted the following communication:

**OFFICE OF THE MAYOR  
CITY OF CHICAGO**

March 18, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance amending an ordinance entitled "Authority Granted For Installation and Maintenance of Shore Protection Services Pursuant To Advance Measures Emergency Flood Control Project".

Your favorable consideration of this ordinance will be appreciated.

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

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

Thereupon, on motion of Alderman Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Army Corps of Engineers acting through the Chicago Park District as its local sponsor, has undertaken a program of lakefront flood control measures for the Edgewater and Rogers Park areas of the City of Chicago; and

WHEREAS, The City Council of the City of Chicago passed an ordinance on November 13, 1986 authorizing the installation of shore protection devices at certain locations; and

WHEREAS, In order to make the previously authorized lakefront flood control measures effective it is necessary to expand the location of such flood control devices and extend the period of time for their operation and maintenance by amending the above mentioned ordinance; now, therefore,

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

SECTION 1. The ordinance entitled "Authority Granted For Installation And Maintenance Of Shore Protection Services Pursuant To Advance Measures Emergency Flood Control Project" which appears in the Journal of Proceedings at pages 36641 to 36644 is hereby amended by deleting the language bracketed and inserting language in italics as follows:

.....

Section 1. The District, the Corps and its contractors are hereby authorized and permitted for a period of [fifteen (15)] *sixteen (16)* years from the date of this ordinance to construct, maintain, repair, operate and replace certain shore protection devices to be constructed by the Corps within the public way at Lake Michigan and the easterly ends of Granville Avenue, Chase Avenue [and] , Sherwin Avenue, *Glenlake Avenue, Birchwood Avenue and the alley parallel to and north of Sherwin Avenue* pursuant to the Advance Measures Program.

SECTION 2. This ordinance shall be effective upon passage.

*Referred --* EXECUTION OF AGREEMENT WITH CENTRAL  
MANUFACTURING DISTRICT, KEDZIE TRACT  
INDUSTRIAL ASSOCIATION, AND KEDZIE  
TRACT SPRINKLER ASSOCIATION, FOR  
MAINTENANCE OF WATER MAINS  
IN KEDZIE INDUSTRIAL  
TRACT AREA.

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

March 18, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the Commissioner to execute, on behalf of the City, an agreement among the City, the Central Manufacturing District, the Kedzie Tract Industrial Association, and the Kedzie Tract Sprinkler Association, for maintenance of water mains and related appurtenances in the Kedzie Industrial Tract area.

Your favorable consideration will be greatly appreciated.

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

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*Referred --* APPLICATION FOR CLASS VII TAX ABATEMENT  
FOR CANAL-TAYLOR 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 Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 18, 1987.

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

3/18/87

COMMUNICATIONS, ETC.

40439

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the application for Class VII Tax Abatement for the Canal-Taylor Blighted Commercial Area.

Your favorable consideration of this ordinance will be appreciated.

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

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*Referred --* AMENDMENT OF SITE DESIGNATION FOR FULTON  
ELEMENTARY SCHOOL.

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

March 18, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Public Building Commission of Chicago, I transmit herewith an ordinance amending the site designation for the Fulton Elementary School.

Your favorable consideration of this ordinance will be appreciated.

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

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**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 --* NOTIFICATION OF SALE OF \$225,000,000  
GENERAL OBLIGATION TENDER NOTES, SERIES  
1987A AND 1987B.

A report from the Department of Law, Ms. M. Susan Lopez, Assistant Corporation Counsel, filed in the Office of the City Clerk, transmitting notification of the sale of \$225,000,000 General Obligation Tender Notes, Series 1987A and 1987B, which was *Placed on File*.

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### **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 March 11, 1987, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on March 18, 1987, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on March 11, 1987, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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### **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:

Humberto Mojica--to classify as a B4-2 Restricted Service District instead of an R3 General Residence District the area shown on Map No. 8-J bounded by

a line 124.5 feet north of and parallel to West 33rd Street; the alley next east of and parallel to South Pulaski Road; West 33rd Street; and South Pulaski Road;

Morgan Park and Beverly Area Housing, Inc.--to classify as a Residential Planned Development instead of R2 Single-Family Residence and R3 General Residence Districts the area shown on Map No. 26-G bounded by

a line from a point 201 feet northeast of West 108th Place along the east line of the alley next west of South Vincennes Avenue, to a point 125 feet northeast of West 108th Place along the west line of South Vincennes Avenue; South Vincennes Avenue; West 109th Street; a line 40 feet east of South Ashland Avenue; a line 134

feet north of West 109th Street; a line 117 feet east of South Ashland Avenue; West 108th Street; and the alley next west of South Vincennes Avenue.

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*Referred* -- CLAIMS AGAINST THE CITY OF CHICAGO.

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

American Hardware Mutual Ins. and Window Wonderland, Inc., American National Prop. and Cas. Co. and William Cook;

Beebe John, Bittmann Kevin;

Carson Benjamin, Casaccio Gus, Cash Felice, Cooper George A.;

Diaz Catarino G., Dunbar Allen;

Engel Edward W., Erby Angela;

Farmers Ins. Group and Naomi Carter, Fernandez Marcos Jr., Fireman's Fund Ins. Co. and Valsano Tselentis;

Galante William, Gavatiun Ester;

Hoefler Dorothy;

Karr Edwin, Kovanda Louis E., Kutansky Daniel J.;

Maurer Frank;

Perez Jose, Plasko John and Elizabeth, Price Manny;

Reder Emil Jr., Robinson Elaine;

Sharp Elizabeth;

Treguboff Arlene;

Wallace Kathy;

Zaccari Balilla, Zayas Luis.



## REPORTS OF COMMITTEES.

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### COMMITTEE ON FINANCE.

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#### APPROVAL GIVEN TO APPOINTMENT OF VARIOUS INDIVIDUALS AS MEMBERS ON GOVERNING COMMISSION OF SPECIAL SERVICE AREA NUMBER FIVE.

The Committee on Finance submitted the following report:

CHICAGO, March 18, 1987.

*To the President and Members of the City Council:*

Your Committee on Finance having had under consideration a communication recommending the appointment of Vincent Lipetzky, George Eliopoulos and Barbara Minster for three year appointments and LaVonne McKeegan and Armando Vargas for one year appointments, to serve as members on the governing commission of Special Service Area No. 5 located in the general area of Commercial Avenue between 87th Street and 93rd Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

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

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said appointments of Vincent Lipetzky, George Eliopoulos, Barbara Minster, LaVonne McKeegan and Armando Vargas as members on the governing commission of Special Service Area Number Five were *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Bitoy, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr -- 36.

*Nays* -- None.

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

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EXECUTION OF REDEVELOPMENT AGREEMENT AUTHORIZED  
WITH 555 WEST JACKSON PARTNERSHIP.

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 with 555 West Jackson Partnership whereby Urban Development Action Grant Funds will be loaned for the rehabilitation of property located at 555 West Jackson Boulevard.

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Bitoy, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr -- 36.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by an ordinance passed December 11, 1985, authorized the submission of an application for an Urban Development Action Grant, to the United States Department of Housing and Urban Development to promote economic development in the City of Chicago; and

WHEREAS, In response to said application, the United States Department of Housing and Urban Development has preliminarily approved Urban Development Action Grant No. B-83-AA-17-0244 ("Grant Agreement") which provides that, upon satisfaction of certain conditions contained in the Grant Agreement, the City shall receive, and shall loan to 555 W. Jackson Partnership, an Illinois limited partnership, an amount not to exceed Three Hundred Twenty-five Thousand Dollars (\$325,000.00) for the rehabilitation of a 7-story warehouse building located at 555 W. Jackson Boulevard, Chicago, Illinois, which will create employment opportunities in the City of Chicago; now, therefore,

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

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

SECTION 2. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary, proper or useful to

effectuate the terms and conditions of the Grant Agreement and the Redevelopment Agreement.

SECTION 3. The Commissioner is further authorized to require, as a condition precedent to disbursement, that 555 W. Jackson Partnership provide all documentation, financial or otherwise, information, assurances, guarantees, security, and other items reasonably required for the disbursement and repayment of the proceeds of the Urban Development Action Grant, and the fulfillment of any requirements under the Grant Agreement and the Redevelopment Agreement.

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

Urban Development Action Grant Redevelopment Agreement attached to this ordinance reads as follows:

*Urban Development Action Grant  
Redevelopment Agreement.*

This Urban Development Action Grant Redevelopment Agreement ("Agreement") is made in Chicago, Illinois, as of the \_\_\_\_\_ day of \_\_\_\_\_, 1987, between the City of Chicago, Illinois (the "City"), by and through the Department of Planning ("Dept. of Planning"), having its offices at 121 North LaSalle, Chicago, Illinois 60602, and American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated August 20, 1986 and known as Trust Number 068972-01 ("Borrower"), 33 N. LaSalle Street, Chicago, Illinois 60602, the sole beneficiary of which is 555 West Jackson Partnership, an Illinois limited partnership, having its offices at 200 S. Wacker Drive, Suite 4000, Chicago, Illinois 60606 ("Developer").

*Witnesseth:*

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

Whereas, It is the intention of Borrower to acquire and Developer to rehabilitate the warehouse building at 555 West Jackson Boulevard, Chicago, Illinois, as a facility which will contain approximately 25,200 square feet of loft office space and 4,000 square feet of retail space and allow Developer to create new employment opportunities; and

Whereas, Dept. of Planning of the City has made an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant for funds to be used as a loan to finance the acquisition and rehabilitation by Developer of said facility; and

Whereas, In response to said application the United States Department of Housing and Urban Development has approved U.D.A.G. Grant No. B-83-AA-17- 0244, as amended from time to time, (the "U.D.A.G. Grant") which provides that Three Hundred Twenty-five Thousand Dollars (\$325,000) may be loaned by the City to Borrower and Developer (the "U.D.A.G. Grant Funds"); and

Whereas, Borrower desires to borrow said amount from the City, and the City is willing, subject to the terms and conditions herein contained, to lend said amount to Borrower;

Now, Therefore, the parties hereto agree as follows:

#### Section I. Definitions.

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

1.1 "Additional Collateral" shall mean all personalty of the Project not owned by any tenant or lessee of the Property.

1.2 "Charges" shall mean all national, federal, state, county, city, municipal and other governmental (or any instrumentality, division, agency, body or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances, or non-governmental claims or liens upon or relating to the Property or Developer's income and gross receipts with respect to development, ownership or operation of the Property.

1.3 "Lender" shall mean First Interstate Mortgage Company of Illinois located at 111 West Washington Street, Chicago, Illinois 60602.

1.4 "Project" shall mean the Property (hereinafter defined) and all activities of Developer or Borrower in acquiring, constructing, rehabilitating and developing the Property as provided in Exhibit A and the other submittals approved by the City.

1.5 "Property" shall mean that certain real estate located at 555 West Jackson Boulevard, Chicago, Illinois, more particularly described in Exhibit F attached hereto and made a part hereof, together with all buildings and improvements now existing or hereafter erected thereon, including all fixtures and Additional Collateral.

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

1.7 "Senior Financing" shall mean the loan of the Lender or permitted replacement thereof, not in excess of \$2,800,000 plus accrued and unpaid interest, plus additional amounts actually advanced for completion of the Project upon a failure of Borrower to perform its obligations under such loan.

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

1.9 "U.D.A.G. Grant Agreement" shall mean the Agreement Numbered B-83- AA-17-0244 and dated August 7, 1986 between the Secretary of Housing and Urban Development and the City, including all subsequent amendments thereto.

#### Section II. Consideration.

In consideration of the City, Borrower and Developer entering into and executing this Agreement, and agreeing to perform their respective obligations as set forth in Exhibit A attached hereto and made a part hereof, and for other good and valuable consideration, the City, Borrower and Developer agree as hereinafter set forth.

### Section III. Loan.

The City shall make a loan solely for business purposes, to Borrower, and Borrower shall borrow from the City solely for business purposes, an amount and upon terms and conditions as set forth in Exhibit B attached hereto and made a part hereof (the "Loan"). The Loan shall be secured and guaranteed as set forth in Exhibit C attached hereto and made a part hereof.

### Section IV. Borrower's And Developer's Covenants.

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

4.2 Developer shall use its best efforts to cause to be created in connection with its occupancy and utilization of the Property, within 36 months after the date of preliminary approval of the U.D.A.G. Grant Agreement, thirty-nine (39) permanent jobs, of which twenty (20) will be for low and moderate income persons, zero (0) will be for C.E.T.A.-eligible persons, and twenty (20) will be for minority persons.

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

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

4.5 Notwithstanding Anything To The Contrary Contained In This Agreement, Borrower And Developer Expressly Agree That The Funds Available Pursuant To This Agreement Shall Not Be Deemed Committed By The City To Borrower Or Developer Until The City Has Received A Release Of Funds ("R.O.F.") From The Secretary, And Any Otherwise Eligible Cost Incurred By Borrower Or Developer Prior To Said R.O.F. Shall Be At Borrower's Or Developer's Sole Risk, If The United States Department Of Housing And Urban Development Should Later Withdraw The U.D.A.G. Grant Funds.

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

4.7 Developer shall complete and submit all of the evidence and documentation set forth in Exhibit E attached hereto and made a part hereof in the time frame therein required.

4.8 Borrower represents and Developer represents and warrants that:

(a) Developer is now an Illinois limited partnership duly organized and existing and in good standing under the laws of the State of Illinois;

(b) Borrower and Developer each have the right, power and authority to enter into, execute, deliver and perform this Agreement and the other documents evidencing and securing the Loan;

(c) the execution, delivery and performance by Developer and Borrower of this Agreement and the other documents evidencing and securing the Loan shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or breach of any provision contained in Developer's limited partnership agreement, the trust agreement between Borrower and Developer or contained in any agreement, instrument or document to which Developer or Borrower is now a party or by which it is bound;

(d) Borrower has good, indefeasible and merchantable title to and ownership of the Collateral and Additional Collateral, free and clear of all liens, claims, security interests and encumbrances except those of the City, the Lender as permitted pursuant to this Agreement, and exceptions to title as approved by the City;

(e) Developer is now solvent and able to pay its debts as they mature;

(f) there are no actions or proceedings which are pending or threatened against Developer or Borrower (except as may be set forth in Developer's application for the Loan), which might result in any material and adverse change to Developer's financial condition, or materially affect Developer's assets or the Collateral as of the date of this Agreement;

(g) Developer has and is in good standing with respect to all government permits, certificates, consents (including without limitation appropriate environmental clearances and approvals) and franchises necessary to continue to conduct its business, and to own or lease and operate the Property;

(h) neither Developer nor Borrower is now 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 financial statements submitted to the City fairly and accurately present the assets, liabilities and financial conditions and results of operations of Developer and its partners as of the dates of such financial statements;

(j) there has been no material and/or adverse change in the assets, liabilities or financial condition of Developer since the dates of the aforesaid financial statements other than as a result of the Loan and the Senior Financing; and

(k) all of the information and disclosures furnished to the City including, without limitation, Developer's application for the Loan, are true, correct and complete as of the date hereof.

4.9 Borrower or Developer shall pay promptly when due, all of the Charges. In the event Borrower or Developer, at any time or times hereafter, shall fail to pay the Charges or obtain discharges of the same, Borrower or Developer shall so advise the City thereof in writing, at which time the City may, without waiving or releasing any obligation or liability of Borrower or Developer under this Agreement and in addition to its other remedies set forth herein and in the other documents evidencing and securing the Loan, in its sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which the City deems advisable. All sums so paid by the City and any expenses, including reasonable attorneys' fees, court cost, expenses and other charges relating thereto, shall be payable by Borrower or Developer, as the case may be, to the City and shall be secured by all documents securing the Loan.

4.10 Borrower or Developer shall immediately notify the City of any and all events or actions which may materially affect Borrower's or Developer's abilities to carry on their respective operations or perform all their respective obligations under this Agreement or any other agreements with respect to the Project, whether senior or junior to the Loan, and whether now existing or hereafter entered into by Borrower or Developer with respect to the Project, so long as the Loan remains unsatisfied.

#### Section V. Inspection And Review.

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

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

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

#### Section VI. Certificate Of Completion.

Promptly after completion by Developer of each portion of the Project, the City will furnish Developer, at Developer's request, with appropriate instruments certifying such completion. Such certifications shall be a conclusive determination of satisfaction, discharge and termination of the covenants in this Agreement with respect to the obligations of Developer and its successors and assigns to undertake the Project in accordance with the dates for the commencement and completion thereof. The certifications shall be in such form as will enable them to be recorded. If the City shall

refuse or fail to provide the certifications within 15 days of a request for such certification by Developer, the City shall, within thirty (30) days thereafter, provide Developer with a written statement indicating in adequate detail how Developer has failed to complete the installation, construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for Developer to make or perform in order to obtain such certification.

#### Section VII. Restrictions On Use.

During the term of the Loan, Developer shall devote the Property solely for office and retail use.

#### Section VIII. Other Security Interests.

8.1 During the term of the Loan, neither Borrower nor Developer shall mortgage, grant security interests in, or otherwise encumber the U.D.A.G. Collateral to persons other than the Lender, without the prior written consent of the City, which consent shall not be unreasonably withheld.

8.2 Notwithstanding any of the provisions of this Agreement, the holder of any security interest authorized by this Agreement (including any holder who obtains title to the U.D.A.G. Collateral or any part thereof, but not including (a) any other party who thereafter obtains title to the U.D.A.G. Collateral from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the security interest itself) shall not be obligated by the provisions of this Agreement to complete the obligations of Borrower and Developer set forth in Section IV hereof or to guarantee such completion; nor shall any covenant or any other provisions be construed to so obligate such holder to devote the U.D.A.G. Collateral to any use, or to construct any improvements on the Property.

#### Section IX. Events Of Default.

Borrower and Developer shall be in default under this Agreement upon the occurrence of any of the following events or conditions:

(a) the failure to make any payment (sometimes referred to as a "monetary default") required or referred to herein after the expiration of the Cure Period for monetary defaults (as hereinafter defined);

(b) the failure to perform any of the obligations, covenants or liabilities (sometimes referred to as a "non-monetary default") contained or referred to herein after the expiration of the Cure Period for non-monetary defaults (as hereinafter defined);

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

(d) the making of any levy, seizure or attachment on the Collateral;



(e) voluntary dissolution or termination of existence, insolvency, business failure, appointment of a receiver of any part of the Property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Borrower, Developer or any guarantor or surety for Borrower or Developer;

(f) default under any document or instrument evidencing or securing the Loan; or

(g) a material default under any document or instrument evidencing or securing the Senior Financing or any refinancing of the same in accordance with the provisions of this Agreement.

If a monetary default shall have occurred the City shall send notice to Developer of such default. If such default is not cured within (10) days after such notice (herein referred to as the "Cure Period" for monetary defaults), the City, without further obligation to make demand or presentment for payment, shall have the right to exercise the remedies provided for in Section X hereof and any other rights or remedies available at law or in equity. If a non-monetary default shall have occurred, the City shall send notice to Developer of such default. Except as otherwise provided in Exhibit E attached hereto and made a part hereof, if such default is not cured within sixty (60) days after such notice, then the City shall have the right to exercise the remedies provided for in Section X hereof and any other rights or remedies available at law or in equity; provided, however, that in the event such non-monetary default cannot reasonably be cured within such sixty (60) day period and if Borrower or Developer has commenced efforts to cure such non-monetary default within such sixty (60) day period then the time to cure shall be extended so long as they diligently continue to cure such default to completion (herein referred to as the "Cure Period" for non-monetary defaults). Notwithstanding anything to the contrary contained in this Section IX, in the case of a default under the Senior Financing which is also a default hereunder, the Cure Period granted under this Agreement shall be the same as and limited to the period of time granted in the Senior Financing to cure such default.

#### Section X. Remedies.

Upon a default (regardless of whether the Code (as hereinafter defined) has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured within the applicable Cure Period), the City, at its option, may declare all obligations of Borrower and Developer hereunder and secured hereby immediately due and payable, including without limitation, the outstanding principal balance under the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys' or collection fees due and owing. In addition, the City shall have all the rights and remedies available at law or in equity. Further, if applicable, the City shall have the remedies of a secured party under the Uniform Commercial Code as adopted from time to time in Illinois ("Code") including, without limitation, the right to take immediate and exclusive possession of the Additional Collateral, or any part thereof, and for that purpose may, so far as Borrower and Developer can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Additional Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Additional Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code) and the City shall

be entitled to hold, maintain, preserve and prepare the Additional Collateral for sale, until disposed of, or may propose to retain the Additional Collateral subject to Borrower's and Developer's right of redemption in satisfaction of Borrower's or Developer's obligations as provided in the Code. The City, without removal, may render the Additional Collateral unusable and dispose of the Additional Collateral on the Borrower's premises. The City may require Developer to assemble the Additional Collateral and make it available to the City for possession at a place to be designated by the City which is reasonably convenient to both parties. Unless the Additional Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the City will give Borrower and Developer at least five (5) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Developer shown at the beginning of this Agreement at least five (5) days before the time of the sale or disposition. The City may buy at any public sale, and if the Additional Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of widely distributed standard price quotations, may buy it at a private sale. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like, and the reasonable attorneys' fees and legal expenses incurred by the City in connection therewith, shall be applied in satisfaction of the obligations secured hereby. The City shall account to Borrower and Developer for any surplus realized on such disposition. Notwithstanding anything contained herein to the contrary, upon Developer's failure to meet its obligations pursuant to Exhibit E, the City may at its sole option, assess a late charge of Fifty Dollars (\$50.00) per day for each day the aforesaid obligations remain unfulfilled.

The remedies of the City hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of City so long as any part of the Borrower's or Developer's obligations hereunder and under the document and instruments evidencing and securing the Loan remain unsatisfied.

#### Section XI. Acceleration.

Upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the Borrower or Developer, or upon a sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the Property, or any part thereof, the outstanding principal balance of the Loan together with any accrued and unpaid interest thereon, plus any late charges, attorneys' or collection fees due and owing, at the sole option of the City, shall without further notice, demand or presentment to Borrower by the City, become immediately due and payable.

#### Section XII. General.

12.1 No waiver by the City of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of the City hereunder shall inure to the benefit of its successors and assigns; and all obligations of Borrower or Developer shall bind their heirs, executors and administrators and their successors and assigns. This Agreement shall become effective, after signed by the City, when it is signed by both Borrower and Developer.

12.2 All rights of the City to and under this Agreement and in and to the U.D.A.G. Collateral shall pass to and may be exercised by any assignee thereof. Borrower and Developer agree that if the City gives notice to Developer of an assignment of said rights, upon such notice, the liability of Borrower or Developer to the assignee shall be immediate and absolute. Neither Borrower nor Developer will set up any claim against the City as a defense, counterclaim or setoff to any action brought by any such assignee for the unpaid balance owed hereunder or for possession of the Collateral, provided that neither Borrower nor Developer shall waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

#### Section XIII. Housing And Urban Development Approval.

During the term of this Agreement, it shall not be amended in any material respect without the prior written approval of the Secretary. "Material," for purposes of this Section, shall be defined as anything which cancels or reduces any developmental, construction, job creating or financial obligation of Borrower, Lender or Developer by more than ten percent (10%), changes the site or character of any development activity or increases any time for performance by a party by more than thirty (30) days.

#### Section XIV. Equal Employment Opportunity.

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

14.1 Developer will develop an affirmative action plan to ensure equal employment opportunities without regard to race, color, religion, sex, national origin, age or physical handicap. Such plan may include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

14.3 Developer will include the provisions of subsections 14.1 and 14.2 of this Section XIV in every contract entered into by Developer or Borrower with respect to the Project, and will require inclusion of these provisions in every subcontract entered into by any of either of their contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

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

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

Section XV. No Assignment Of Succession.

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

Section XVI. Disclaimer Of Relationship.

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

Section XVII. Conflict Of Interest.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Project; nor shall any such member, official or employee participate in any decision relating to this Project which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Notwithstanding any of the foregoing, all parties to this Agreement shall be bound by the conflict of interest provisions found at 24 C.F.R. 570.611, and the same are expressly incorporated herein by reference.

Section XVIII. Limitation Of Liability.

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

Section XIX. Time Of The Essence.

Time is of the essence of this Agreement.

Section XX. Additional Provisions.

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

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

If to the City:

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

If to Borrower or Developer:

555 Jackson Partnership  
200 S. Wacker Drive  
Suite 4000  
Chicago, Illinois 60606  
Attention: Greg Merdinger

With a copy to:

Patrick G. Moran, Esq.  
Sonnenschein, Carlin, Nath  
& Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606

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

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

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

20.5 This Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under Trust Agreement dated August 20, 1986, and known as Trust Number 068972-01, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by American National Bank and Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief, and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago by reason of any of the terms, provisions, stipulations, covenants or statements contained in this Agreement except as to the authority to sign this Agreement.

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

[Signature forms omitted for printing purposes.]

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

*Exhibit A.*

1. Subject to Section 4.5 of the Agreement, the City agrees to lend Borrower Three Hundred Twenty-five Thousand Dollars (\$325,000) of U.D.A.G. Grant Funds for acquisition and rehabilitation by Developer of the Property.

2. Borrower and Developer agree to the following things, some of which may have been accomplished prior to the date of this Agreement:

(a) acquire the Project Site and complete the Project on the Property at a total cost of not less than \$3,525,981 of which not less than \$2,800,000 shall be private loan funds, not less than \$400,981 shall be Developer's equity funds, and not more than \$325,000 shall be Grant Funds;

(b) borrow from Lender not less than \$2,800,000 for financing the Project;

(c) invest not less than \$400,981 cash equity in the Project;

(d) borrow from the City not more than \$325,000 of U.D.A.G. Grant Funds for financing the Project; and

(e) unconditionally and irrevocably guarantee (i) the repayment of the U.D.A.G. Loan until such time as Developer has completed its syndication of the ownership of the Project and (ii) the completion of the Project within the timeframe hereinafter set forth in Exhibit F of the U.D.A.G. Grant Agreement.

3. All of the aforesaid activities are for and in connection with the Project as the same is more particularly described in the City's application for the U.D.A.G. Grant.

*Exhibit B.*

The terms and conditions of the Loan will be consistent with the following:

1. Construction Loan.

(a) The principal amount of the Loan shall be \$325,000.

(b) There shall be no interest payable during the construction period.

(c) The construction period will commence upon the initial disbursement of the U.D.A.G. Grant Funds to Borrower or March 1, 1987, whichever is later, and shall continue for a period of eighteen (18) months from said initial disbursement, but in no event later than October 30, 1988.

(d) The following shall be required of Borrower or Developer as conditions precedent to disbursement of Loan proceeds:

( i) Developer shall certify to the City and H.U.D. that Developer has sufficient funds on hand or irrevocably available to it to complete its obligations under this Agreement and has identified the sources of said funds;

( ii) Borrower shall furnish to the City a commitment for an A.L.T.A. construction loan policy of mortgagee title insurance in the full amount of the second mortgage on the Property, free of encumbrances and other exceptions to title other than those approved, in advance, by the City, and subordinated only to the first mortgage of the Lender securing a loan in an amount not to exceed \$2,800,000, plus such amounts as are actually advanced by Lender which are invested in the Project and are required for its completion ("First Mortgage");

(iii) Borrower shall have furnished to the City a Builder's Risk and Fire Insurance policy or policies duly endorsed to indicate the City as insured mortgagee;

( iv) Developer shall enter into a Disbursement Agreement with a Title Insurance Company approved by the City ("Company"), which shall provide that Company shall receive, from Developer, to review and approve no more frequently than monthly, the following as a condition precedent to the disbursement of any Loan proceeds to Borrower:

(aa) A Request for Reimbursement, specifying the amount requested, that said amount is for U.D.A.G. eligible items, and is in the ratio of Loan Funds to Private Funds (as hereinafter defined), as set forth in paragraph (ff) below;

(bb) Originally executed Waivers of Mechanics Liens and Contractors and Subcontractors Sworn Statements of work completed to date;

(cc) Certification by Developer's architect of work completed to date in accordance with approved plans and specifications on A.I.A. forms or reasonable equivalents thereof;

(dd) Project Owner's affidavit of Private Funds (defined as Developer's cash equity plus private lender loan disbursements) expended to date;

(ee) Loan disbursements shall be made only in an amount which, when taken together with the previous disbursements, would not exceed the ratio of \$1.00 of U.D.A.G. Grant Funds for every \$6.60 of countable Private Funds expended by Borrower or Developer for the Project; thus, for every \$7.60 of funds expended on the Project (after the required equity and debt contribution) not more than \$1.00 will be U.D.A.G. Grant Funds and not less than \$3.60 will be countable Private Funds;

(ff) All of the evidentiary materials required by Exhibit E to the U.D.A.G. Grant Agreement shall have been submitted to and approved by the Secretary of H.U.D. and the Secretary of H.U.D. has authorized the City to draw down such funds from its letter of credit (as provided in the U.D.A.G. Grant Agreement);

( v) Loan disbursements shall be made on the following basis:

(aa) From each disbursement of Loan proceeds, the City shall withhold the sum of ten percent (10%) until such time as fifty percent (50%) of the Project shall have been completed as certified by the Project Architect and the Developer and approved by the City and upon having achieved said fifty percent (50%) completion, no further retention shall be withheld;

(bb) Upon "substantial completion of the Project" as certified by the Project Architect and Developer and approved by the City, the retention shall be released to Borrower;

(vi) Developer shall furnish evidence satisfactory to the City that Developer has expended for the Project not less than One Hundred Thousand Dollars (\$100,000) of equity funds (as defined in the Grant Agreement) and not less than Nine Hundred Fifty-five Thousand Dollars (\$955,000) of loan funds from Lender.

## 2. Permanent Loan.

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

(b) The term of the permanent loan shall be ten (10) years commencing upon substantial completion of the construction of the Project but in no event later than October 1, 1988.

(c) The interest rate shall be 7% per annum.

(d) Borrower shall repay the Loan to the City as follows:

( i) During Loan Years 1 and 2 (hereinafter defined) (aa) payments of the principal balance shall be deferred and (bb) payments of interest on the unpaid principal balance at the rate of seven percent (7%) per annum shall be deferred and accrued, which accrued interest shall be added to the principal balance of the loan at the end of each Loan Years 1 and 2 to form a revised principal balance;

( ii) During Loan Years 3 through 10, payments of the revised principal balance and interest thereon at the rate of seven percent (7%) per annum shall be made in quarterly installments based upon a twenty (20) year amortization schedule with a balloon payment sufficient to pay off the entire outstanding indebtedness of principal, interest and accrued interest shall be made at maturity of the Loan;

(iii) As used herein, Loan Year shall mean each successive 365 day (or 366 day if a leap year) period during the term of the Loan, the first such period commencing on the date the term of the permanent loan commences and ending on the date preceding the following anniversary thereof.



(e) In addition to the interest payable as set forth in subparagraph (c) above of this paragraph 2, Borrower and Developer shall pay additional interest ("Additional Interest") to the City as follows:

(i) Borrower shall pay or cause Developer to pay to the City annually an amount ("Cash Flow Interest") equal to fifty percent (50%) of the "Net Annual Cash Flow" (hereinafter defined) of the Project in excess of the "Developer's Return" (hereinafter defined). The "Developer's Return" shall mean a fifteen percent (15%) non-cumulative return on the "Developer's Equity," being the cash equity requirement called for under Paragraph I of Exhibit C and Paragraph IV of Exhibit E of the U.D.A.G. Grant Agreement. "Net Annual Cash Flow" shall mean all operating income and receipts of the Project less debt service on the Senior Financing and the U.D.A.G. Permanent Loan, real estate taxes, and reasonable and customary operating expenses (including a management fee not to exceed 5% of operating income) allowable for Federal income tax purposes, excluding reserves for capital improvements, depreciation and other non-cash items. Cash Flow Interest shall be due and payable within ninety (90) days of the end of each calendar year for such calendar year or portion thereof during the term of the permanent loan.

(ii) In the event of a sale, refinancing or other disposition of all or any portion of the Project, Borrower shall pay or cause Developer to pay to the City an amount ("Sales Interest") equal to ten percent (10%) of the Net Proceeds (hereafter defined) from any such sale, refinancing or disposition of all or any portion of the Project, provided, however, no Sales Interest shall be due upon a refinancing allowed pursuant to a call or a takeout provision in the First Mortgage or a refinancing of the First Mortgage construction loan to a permanent loan in an amount not to exceed \$2,800,000. "Net Proceeds" shall mean all proceeds received less (1) repayment of the Senior Financing (if applicable), (2) repayment of the U.D.A.G. Loan, (3) Developer's documented reasonable and customary costs of sale or refinancing, and (4) repayment of documented Developer Equity contributed to the Project. Sales Interest shall be due and payable upon such sale, refinancing or other disposition.

(iii) Borrower shall pay or cause Developer to pay to the City an amount ("Syndication Interest") equal to ninety percent (90%) of the "Excess Syndication Proceeds" (hereinafter defined) from the Project. "Excess Syndication Proceeds" shall mean the sum of "Net Syndication Proceeds" (hereinafter defined) either owed to or received by the General Partner(s) of Developer from the limited partner investor(s) that results in a surplus of receipts Not needed or required to complete the Project and which is in excess of the Developer's Equity. "Net Syndication Proceeds" shall mean gross syndication proceeds less allowable deductions for legitimate arms-length, third party costs of the syndication such as legal, accounting, closing, printing, syndication fee, brokerage, marketing and such other reasonable, allowable and necessary legitimate, arms-length, third party costs and deductions of the said syndication.

(f) The entire balance of the outstanding principal of the Loan, and all accrued unpaid interest thereon, shall become immediately due and payable either upon the bankruptcy, reorganization, syndication, dissolution or liquidation of Borrower or Developer, or upon the sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of all or any part of the Project.

(g) The Loan may be prepaid in whole or in part without penalty prior to December 31 of the first year in which the Net Annual Cash Flow of the Project is sufficient to require payment of Cash Flow Interests to the City. After such December 31 of the first year in which the Net Annual Cost Flow of the Project is sufficient to require payment of Cash Flow Interest to the City, the Loan may be prepaid in whole or in part only upon remittance of a premium of eight percent (8%) on the unpaid principal balance if paid during the first year of the City's right to receive Cash Flow Interest. Such prepayment premium shall be reduced by one-half percent in each successive year thereafter.

(h) The prepayment of the Loan until completion of syndication of the Project and the completion of the Project shall be unconditionally and irrevocably guaranteed by Developer.

(i) If the cost of the Project is less than \$3,525,981, Borrower shall pay or cause Developer to pay to the City an amount equal to \$1.00 for each \$1.00 of such shortfall and such payment shall be applied as a mandatory prepayment of principal.

(j) Borrower shall:

(i) Submit to the City within 90 days of the close of each calendar year during the term of the Loan, and the calendar year immediately following the term of the Loan, financial statements prepared by a certified public accountant, in accordance with generally accepted accounting principals, consistently applied, certifying the following with respect to the Project:

- (aa) gross income and receipts;
- (bb) operating expenses;
- (cc) Net Annual Cash Flow;
- (dd) Developer's Equity;
- (ee) Net Syndication Proceeds;
- (ff) the amount of Cash Flow Interest due the City;
- (gg) Excess Syndication Proceeds, if any;
- (hh) the amount, if any, of Syndication Interest due the City;
- (ii) the prepayment premium due on Loan Prepayment, if any; and
- (ij) any other Additional Interest due and owing the City if any,

along with a check in the amount therefore; and

(ii) pursuant to Paragraph 2(e)(ii) above, submit to the City at closing of the transaction, a statement prepared by a certified public accountant, certifying the Net

Proceeds and the amount of Sales Interest due and owing the City, along with a check in the amount therefor. In addition, Developer shall provide to the City within 90 days following the close of Developer's fiscal year immediately succeeding the aforesaid transaction, an annual financial statement prepared by a certified public accountant in accordance with generally accepted accounting principals consistently applied, along with a check in the amount of all Additional Interest due and owing the City.

*Exhibit C.*

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

1. A second mortgage or deed of trust in favor of the City on the land, building and fixtures comprising the Project subordinated only to the first mortgage or deed of trust of the Lender in an amount not to exceed \$2,800,000, plus interest accrued and owing there, plus additional advances actually made by Lender which are invested in the Project and are required for its completion.

The deed of trust or mortgage shall also contain standard provisions to protect the interests of the second mortgagee, including for example, a provision that a default under the First Mortgage shall constitute a default under the second mortgage and the unpaid principal balance and interest of the Loan shall become immediately due and payable. The second mortgage or deed of trust shall further provide that the mortgagor shall provide annual accounting statements and other data and information required pursuant to the Grant Agreement.

2. A grant of security interest under the Illinois Uniform Commercial Code in all personalty, fixtures, equipment and other assets of Developer comprising a part of the Project, subordinated only to an interest granted the Lender.

3. The repayment of the Loan shall be unconditionally and irrevocably guaranteed by Developer until completion of the syndication of the Developer's Equity and the completion of the Non-Recipient Activities (as defined in the U.D.A.G. Grant Agreement).

4. An irrevocable right to approve all trust documents prior to execution by the Borrower in favor of the City.

*Exhibit D.*

The loan by Lender to Borrower of at least Two Million Eight Hundred Thousand Dollars (\$2,800,000) for the purpose of acquisition and rehabilitation of the Property.

*Exhibit E.*

The following documentation shall be completed and submitted to the City prior to the disbursement of any Grant Funds:

1. Not less than 60 days prior to the initiation of any construction, Developer shall provide to the City a request for wage determination for all crafts to be utilized on the Project, utilizing U. S. Department of Labor Form 308, or equivalent.

2. Not less than 15 days prior to the initiation of any construction activities, Developer shall provide to the City fully executed Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements from each contractor and subcontractor participating in the project, utilizing U. S. Department of Housing and Urban Development Form H.U.D.-1421 (6-75) or equivalent.

The following documentation shall be completed and submitted to the City, as may be required throughout the entire term of the Loan:

1. Upon initiation of construction activities Developer shall insure that the approved wage determination materials, together with a poster (U. S. Department of Labor WH-1321) shall be conspicuously displayed, which informs employees of their rights and indicates that the City will receive complaints.

2. From and after the initiation of any construction activities through the final disbursement of Grant Funds, Developer shall submit to the City on a timely basis a completed certified weekly payroll, utilizing U. S. Department of Labor form WH-347 or equivalent. In addition to the requested information contained thereon, Developer shall require all participating contractors and subcontractors to provide information as to the race and gender of each employee. All of the above information is due weekly. Notwithstanding anything to the contrary contained in this Agreement, the Cure Period shall be two weeks.

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BOUNDARY MODIFICATIONS OF ENTERPRISE ZONE I  
LOCATED ON WEST SIDE OF CITY IN  
GENERAL AREA OF PULASKI  
AND CERMAK ROADS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, modifying the boundaries of Enterprise Zone I, located on the west side of the City, in the general area of Pulaski and Cermak Roads.

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Bitoy, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr -- 36.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 23, 1982 passed an ordinance establishing Proposed Enterprise Zone I appearing on Council Journal pages 14288 to 14291; and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act (Ill. Rev. Stat. 1981 Supp., Ch. 67 1/2, Section 601 *et seq.*) to amend or modify the boundaries of enterprise zones subject to the approval of the State; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone I will increase the development and rehabilitation of the depressed areas on the west side of the City; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone I as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the ordinance designating "Zone I" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on pages 14288 to 14291 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

The following area, hereinafter referred to as "Zone I", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone I:

Starting at the Corporate Limits and the Eisenhower Expressway; then running east on the Eisenhower Expressway to Damen Avenue; then running south on Damen Avenue to 16th Street; then running east on 16th Street to Ashland Avenue; then running north on Ashland Avenue to Roosevelt Road; then running east on Roosevelt Road to Racine Avenue; then running south on Racine Avenue to Maxwell Street; then running east on Maxwell Street to Halsted [Avenue] *Street*; then running south on Halsted [Avenue] *Street* to 16th Street; then running east on 16th Street to the south branch of the Chicago River; then running southwest along the river to Kedzie Avenue; then running north on Kedzie Avenue to Cermak Road; then running west on Cermak Road [to Pulaski Avenue; then running north on Pulaski Avenue to 18th Street; then running west on 18th Street to Kostner Avenue; then running south on Kostner Avenue to Cermak Road; then running west on Cermak Road to the Corporate Limits] *to the Burlington railroad tracks; then southwest along the Burlington railroad tracks to the Corporate Limits*; then running north along Corporate Limits to Roosevelt Road; then running west on Roosevelt Road to the Corporate Limits; then running north along Corporate Limits to the Eisenhower Expressway. The aforementioned area shall exclude Douglas Park (see Attachment A).

SECTION 2. That Section 2 of the ordinance designating "Zone I" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on

pages 14288 to 14291 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

That Zone I meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that

1. it is a contiguous area entirely within the City of Chicago;
2. it comprises [8.9] *9.21* square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
3. it is a depressed area as shown by census tract data and other data;
4. it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the ordinance designating "Zone I" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on page 14290 is hereby deleted and replaced with a new Attachment A attached to this ordinance.

SECTION 4. The modification of the boundaries of Enterprise Zone I provided herein shall not be effective unless the State approves such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Act shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone I approved and certified by the State.

SECTION 7. This ordinance shall be effective from and after its passage.

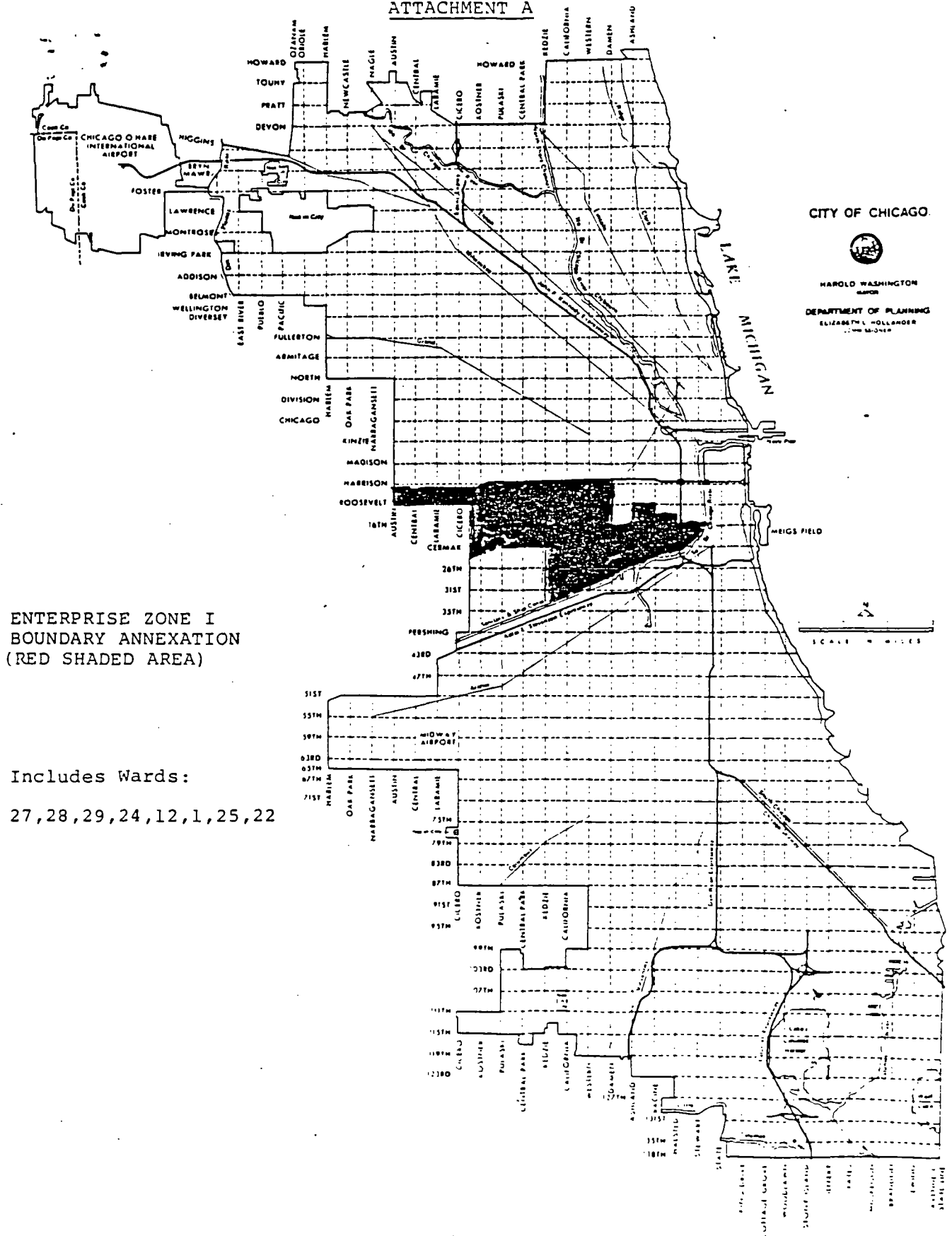
[Attachment A transmitted with this ordinance printed on  
page 40464 of this Journal.]

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EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR  
IMPROVEMENT OF ASHLAND AVENUE AT  
KINZIE STREET.

(Continued on page 40465)

## ATTACHMENT A



(Continued from page 40463)

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a City/State project agreement in the amount of \$785,000.00 for improvement of Ashland Avenue under the railroad viaduct at Kinzie Street.

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Bitoy, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr -- 36.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the 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 Ashland Avenue under the railroad viaduct at Kinzie Street described therein, said agreement to be substantially in the following form:

*City-State Project Agreement.*

*Improvement Of Ashland Avenue (FAU 2853)*

*Under The Railroad Viaduct At Kinzie Street*

*City Section No. 49-5VB (83)*

*State Job No. C-88-043-83*

*D.P.W. Project No. E-3-453.*

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 Ashland Avenue under the railroad viaduct at Kinzie Street, hereinafter referred to as the "Project" and identified in Paragraph 9 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1981), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, certain funds have been appropriated from the Build Illinois Bond Fund (Public Act 84-110) to the Illinois Department of Transportation; and

Whereas, the State and the City have concurred that the Project qualifies for the use of such funds; and

Whereas, the City is proceeding with studies and engineering required for the Project;

Now Be It Therefore Resolved, That State Agrees:

1. To reimburse the City for 100% of the costs incurred in connection with the contract construction, force account construction, construction engineering/supervision and railroad force account construction of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State.

Now Be It Therefore Resolved, The City Agrees:

2. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
3. Upon approval from the State, to let and award the contract for the Project, and to provide or cause to be provided, all force account construction, construction engineering/supervision and railroad force account construction all in accordance with established procedures of the City and the State.
4. To finance the work pending progressive reimbursement by the State of the costs involved.
5. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination.
6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the parties hereto.

Now Be It Therefore Resolved, The Parties Hereto Mutually Agree:

7. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
8. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
9. That said Project generally consists of the partial reconstruction (lowering) of Ashland Avenue under the Chicago and Northwestern Railroad Company and Conrail viaduct at Kinzie Street, in order to provide increased vertical clearance.

The existing driving surface and pavement base will be removed. A new section of sewer with catch basins and manholes will be constructed. The pavement base will be replaced and a new driving surface will be applied. Small sections of Kinzie Street, north of the viaduct, and Arbour Place, south of the viaduct, will also be reconstructed in order to provide a proper grade transition to the lowered Ashland Avenue.

Curbs, gutters, sidewalks, driveways and alleyways adjacent to the lowered roadway will be reconstructed and sidewalk ramps for the handicapped and pavement markings will be provided. Viaduct and street lighting will be upgraded. Lightpoles will be reset and brought up to standards. Utilities will be adjusted as necessary and all other appurtenances necessary to complete the project will be provided.

10. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.
11. That the estimated costs of the Project covered and described by this Agreement are:

Contract Construction .....	\$570,000
Force Account Construction .....	\$155,000
Construction Engineering/Supervision .....	<u>\$60,000</u>
Total: .....	\$785,000

and that 100% of the actual final costs will be paid from the Build Illinois Bond Fund up to a maximum of \$785,000, with any cost in excess of that amount to be paid by the City, or otherwise provided for by Amendment to this Agreement.

12. That the City shall be responsible for 100% of the cost of any work not eligible for payment from the Build Illinois Bond Fund.

13. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project as stated in Paragraph 11.
14. That this Agreement and the covenants contained herein shall be void *ab initio* in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1990.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

Minority Business Enterprises Provisions attached to this ordinance 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.

In Witness Whereof, the City and State have caused this Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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CITY/STATE PROJECT AGREEMENT AMENDED CONCERNING  
IMPROVEMENT OF VARIOUS DAMEN AVENUE  
INTERSECTIONS.

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, upon review of the Corporation Counsel as to form and legality, an amendment to a project agreement with the State of Illinois providing for the improvement of the intersections of Damen Avenue with Roosevelt Road, with 18th Street, with Cermak Road and with Blue Island Avenue described therein, said amendment to be substantially in the following form:

*An Amendment To A City-State Project Agreement*

*Providing For The Improvement Of The*

*Intersections Of Damen Avenue (FAU 2850)*

*With Roosevelt Road, With 18th Street,*

*With Cermak Road And With Blue Island Avenue*

*In The City Of Chicago, Cook County, Illinois.*

<i>Federal Project Nos.:</i>	<i>IX-5000 (350)</i>	<i>(Construction)</i>
	<i>IX-5000 (612)</i>	<i>(Railroad Force Account)</i>
	<i>IX-5000 (696)</i>	<i>(Right-Of-Way Acquisition).</i>
<i>State Job Nos.:</i>	<i>C-88-042-81</i>	
	<i>PC-88-006-84</i>	
	<i>R-88-002-84.</i>	

*City Section Nos.: 82-B1057-00-CH*

*83-B1057-01-RR*

*82-B1057-00-CH.*

*D.P.W. Project No.: B-1-057.*

Whereas, on November 28, 1984, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 11171 through 11176); and

Whereas, on March 18, 1985, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", have subsequently entered into a Joint Agreement to improve the intersections of Damen Avenue with Roosevelt Road, with 18th Street, with Cermak Road and with Blue Island Avenue hereinafter referred to as the "Project"; and

Whereas, Paragraph 14 of the aforementioned Agreement contains the estimated cost and the division of financial responsibilities for the Project; and

Whereas, the City and the State are desirous of updating and revising the estimate of cost and of increasing the upper limit of State participation.

Now, Therefore, Be It Agreed, that Paragraph 14 of the aforementioned Agreement be revised to read as follows:

14. That the estimated costs of the Project covered and described by this Agreement are:

(1)	Contract Construction .....	\$870,000
(1)	Force Account Construction .....	380,000
(1)	Construction Engineering/Supervision .....	118,000
(2)	Railroad Force Account .....	200,000
(2)	Railroad Construction Supervision .....	20,000
(3)	Right-of-Way Acquisition .....	<u>12,000</u>
	TOTAL: .....	\$1,600,000

(1) IX-5000 (350)

(2) IX-5000 (612)

(3) IX-5000 (696)

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Substitution projects, the proportional participation for the Project will be:

Federal-Aid Share (IX)	
(85% of \$1,600,000) .....	\$1,360,000
Non-Federal (State) Share	
(15% of \$1,600,000) .....	<u>\$240,000</u>
TOTAL: .....	\$1,600,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal (State) Share) shall be limited to a maximum of \$240,000, with any Non-Federal Share required in excess of that amount to be provided by the City, or by Amendment to this Agreement; and

Be It Further Agreed, that all items contained in the original City/State Agreement and any subsequent executed Amendment which are not in conflict with this Amendment shall remain in full force and effect; and

Be It Further Agreed, that this Amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

In Witness Whereof, the City and State have caused this Amendment to an Agreement to be executed by their respective officials and attested to on the date hereinafter listed.

[Signature forms omitted for printing purposes.]

SECTION 2. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 3. That this ordinance shall be in force and effect from and after its passage.

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Bitoy, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr, -- 36.

*Nays* -- None.

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

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*AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS, LICENSE  
FEE EXEMPTIONS, REFUND OF FEE AND WAIVER OF FEE  
FOR CERTAIN CHARITABLE, EDUCATIONAL AND  
RELIGIOUS INSTITUTIONS.*

The Committee on Finance to which had been referred (October 27, November 24, 1986, January 14, February 3, and March 11, 1987) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refund of fee and waiver of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Bitoy, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr -- 36.

*Nays* -- None.

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

FREE PERMITS.

*The Central Synagogue.*

*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 Central Synagogue for the construction of an addition to existing structure on the premises known as 30 East Cedar Street.

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

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

*Circle Urban Development.*

*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 the following not for profit organization, shall be exempted from payment of permit fee from the Department of Inspectional Services for the rehabilitation of the building at 5700 West Washington Boulevard.

Circle Urban Development,  
118 North Central Avenue,  
Chicago, Illinois 60644.

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

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*Community Christian Alternative Academy (C.C.A.).*

*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 Community Christian Alternative Academy (C.C.A.), 3940 West 13th Street, for renovation of site located at 1231 South Pulaski Road, on the premises known as Community Christian Alternative Academy (C.C.A.).

Said building shall be used 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.

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*Healing Center Church Of God In Christ.*

*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 Healing Center Church of God in Christ, 4921--4947 West Chicago Avenue, for rehabilitation of church and paving of parking lot on the premises known as 4921--4947 West Chicago 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.

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*Saint Sylvester Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Archbishop of Chicago/Saint Sylvester Church, for electrical installations on the premises known as 2157 North Humboldt Boulevard.

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.

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*Saints Volodymyr And Olha Ukrainian Catholic Parish.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saints Volodymyr and Olha Ukrainian Catholic Parish, 2245 West Superior Street, for demolition of buildings at 2255, 2237 and 2247 West Chicago Avenue, and for the construction of a Cultural Center, on the premises known as 2201--2247 West Chicago Avenue.

Said building shall be used exclusively for cultural 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.

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LICENSE FEE EXEMPTIONS.

*(Dispensaries).*

*American Indian Health Service Of Chicago.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the American Indian Health Service of Chicago, 838 West Irving Park Road, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1987.

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

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*Easter Seal Society Of Metropolitan Chicago,  
Incorporated.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Easter Seal Society of Metropolitan Chicago, Incorporated (A. J. Brandecker Rehabilitation Center), 9455 South Hoyne Avenue, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1987.

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

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*Erie Family Teen Health Center  
(1303 North Ashland Avenue).*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Erie Family Teen Health Center, 1303 North Ashland Avenue, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1987.

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

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*Erie Family Health Center  
(1656 West Chicago Avenue).*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Erie Family Health Center, 1656 West Chicago Avenue, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1987.

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

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*Infant Welfare Society Of Chicago.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Infant Welfare Society of Chicago, 1931 North Halsted Street, is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1987.

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

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*Pacific Garden Mission.*

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Pacific Garden Mission, 646 South State Street, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1987.

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

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*Hyperactive Children's Institute.*

*Ordered,* That the Director of the Department of Revenue is hereby authorized and directed to issue a "Gift Shop License"--free of charge--Zoning B4-2--to the Hyperactive Children's Institute (Feingold Association of Illinois), 4328 North Lincoln Avenue.

*Hospitals.*

*Bethany 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 hospital license fee for the year 1987:

Bethany Hospital,  
3435 West Van Buren Street.

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

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*Hyde Park Community 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 hospital license fee for the year 1987:

Hyde Park Community Hospital,  
5800 South Stony Island Avenue.

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

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REFUND OF FEE.

*Saint Francis Xavier Cabrini Hospital.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund the amount of \$1,115.00 to Saint Frances Xavier Cabrini Hospital, 811 South Lytle Street, representing payment of license fee for the year 1987.

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WAIVER OF FEE.

*Saint Rene Church.*

*Ordered,* That the City Comptroller is hereby authorized and directed to waive any charges for removal of electrical facilities from the alley proposed to be vacated in the block bounded by West 63rd Place, West 64th Street, South Sayre Avenue and South Newland Avenue (Bureau of Maps and Plats Reference No. 19-23-87-1132), St. Rene Church, 6949 West 63rd Place, 586-3080.

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

The Committee on Finance to which had been referred on February 27 and March 11, 1987, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	Warrant No. and Type of Inspection	Amount
Augustana Hospital and Health Care Center (various locations)	B4-600560	\$46.00
	B4-600568	34.50
	B4-600569 (Instit.)	46.00
Edgewater Hospital 5700 North Ashland Avenue	A1-700136 (Elev.)	30.00
	B4-600469	46.00
	B4-600470	23.00
	B4-600471	80.50
	B4-600472	46.00
	B4-600473	46.00
	B4-600570 (Instit.)	69.00
Illinois Institute of Technology IIT Center (various locations)	B4-600341	57.50

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Name and Address	Warrant No. and Type of Inspection	Amount
	B4-600305	\$46.00
	B4-600321	161.00
	B4-600320	46.00
	B4-600316	126.00
	B4-600317	57.50
	B4-600318	46.00
	B4-600319	46.00
	B4-600384	57.50
	B4-600357	34.50
	B4-600309	23.00
	B4-600379	46.00
	B4-600378	34.00
	B4-600382 (Instit.)	57.50
Lutheran School of Theology 1100 East 55th Street	B4-600083	69.00
	B4-600082 (Instit.)	34.00
Norwegian Home for the Aged 6020 North Nina Avenue	B4-600092 (Instit.)	46.00
Norwegian Lutheran Bethesda Home 2833 North Nordica Avenue	B4-600094 (Instit.)	57.50
Rehabilitation Institute of Chicago 345 East Superior Street	D1-614470 (Sign)	16.00

Name and Address	Warrant No. and Type of Inspection	Amount
Resurrection Day Nursery 1849 North Hermitage Avenue	Spec. Serv. (Boiler)	\$29.00
Resurrection Hospital 7435 West Talcott Avenue	B4-600343	126.00
	B4-600486	69.00
	B4-600576 (Instit.)	126.50
Saint Joseph Hospital and Health Care Center 2900 North Lake Shore Drive	B4-600181	57.50
	B4-600516	195.00
	B4-600566 (Instit.)	23.00
	D1-609863	108.00
	D1-609907	16.00
	D1-609908	16.00
	D1-609909	28.00
	D1-609910	28.00
	D1-609911	28.00
	D1-609913	16.00
	D1-609914	16.00
	D1-621810	28.00
	D1-621811	28.00
	D1-621812	28.00
	D1-631793	28.00
	D1-631794 (Sign)	28.00

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Name and Address	Warrant No. and Type of Inspection	Amount
Saint Joseph Home of Chicago, Inc. 2650 North Ridgeway Avenue	B4-600111 (Instit.)	\$57.50
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	B4-600452 (Instit.)	138.00
Schwab Rehabilitation Center 1401 South California Avenue	B4-600555 (Instit.)	57.50
Sears Y.M.C.A. 3210 West Arthington Street	P1-603976 (Fuel Burn. Equip.)	203.00
Washington-Jane Smith Home 2340 West 113th Place	B4-600200 (Instit.)	69.00

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Bitoy, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schuler, Volini, Orr -- 36.

*Nays* -- None.

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AUTHORITY GRANTED FOR INSTALLATION OF ALLEY  
LIGHTS AT SUNDRY LOCATIONS.

The Committee on Finance submitted a report recommending that the City Council pass two 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 9160 South Cottage Grove Avenue.



*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 1341 North Lawndale Avenue.

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Majerczyk, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Bitoy, Giles, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Schulter, Volini, Orr -- 36.

*Nays* -- None.

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

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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 Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured

members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 40484 through 40486  
of this Journal.]

and

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

[Third party order printed on page 40487  
of this Journal.]

*Placed On File --* REPORT OF SETTLEMENTS OF  
SUITS AGAINST CITY DURING MONTH  
OF JANUARY, 1987.

The Committee on Finance submitted a report recommending that the City Council place on file a communication transmitting a list of all cases in which judgments were entered against the City during the month of January, 1987.

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

(Continued on page 40488)

CITY COUNCIL ORDERS  
COUNCIL MEETING OF 3/18/87  
REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON	POLICE OFFICER	NINETEENTH DISTRICT	9/05/86	131.00
ANDREWS	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/11/86	5709.82
ARCHERLIGHT	POLICE OFFICER	SECOND DISTRICT	9/28/86	245.00
AUGUST	POLICE OFFICER	FIFTH DISTRICT	3/30/86	243.00
BAGASH	POLICE OFFICER	TENTH DISTRICT	9/25/86	130.50
BOKAS	POLICE OFFICER	FOURTH DISTRICT	9/27/86	207.00
BARNES	POLICE OFFICER	FIFTEENTH DISTRICT	8/24/86	412.80
BOLGER	POLICE OFFICER	SEVENTEENTH DISTRICT	7/06/86	279.08
BOND	POLICE OFFICER	FIFTEENTH DISTRICT	8/10/86	231.00
BONE	POLICE OFFICER	EIGHTEENTH DISTRICT	9/30/86	145.00
BOWEN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/02/86	91.10
BOWERY	POLICE OFFICER	FOURTEENTH DISTRICT	8/28/86	162.75
BRANTLEY	POLICE OFFICER	THIRD DISTRICT	12/24/85	3225.00
BRENNBERGER	POLICE OFFICER	SIXTEENTH DISTRICT	3/04/85	232.00
BROWN	POLICE OFFICER	FOURTEENTH DISTRICT	9/25/86	65.00
BURNSTINZ	POLICE OFFICER	NINTH DISTRICT	7/14/86	99.00
BURNS	POLICE OFFICER	FIRST DISTRICT	7/12/85	115.00
BUSLIK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/05/86	452.00
BUTZEN	POLICE OFFICER	FOURTEENTH DISTRICT	9/25/86	126.75
CALABRESE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/02/86	120.51
CALDERONE	POLICE OFFICER	SIXTEENTH DISTRICT	7/18/85	646.45
CAPITELLI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/10/86	117.00
CARELLI	POLICE OFFICER	RECRUIT TRAINING	7/07/86	165.23
CIECHON	POLICE OFFICER	TWENTY-FOURTH DISTRICT	7/24/86	335.00
CLANCY	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/22/86	545.00
CROWELL	POLICE OFFICER	TRAINING DIVISION	9/09/86	377.60
CURRY	POLICE OFFICER	RECRUIT TRAINING	8/12/86	591.00
DALY	POLICE OFFICER	SEVENTH DISTRICT	9/17/86	105.25
DESKOWICH	POLICE OFFICER	EIGHTH DISTRICT	9/20/86	70.00
DESMOND	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/15/86	261.00
DORSCH	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/11/86	115.00
DURN	POLICE OFFICER	SEVENTH DISTRICT	9/22/86	70.00
EGAR	POLICE OFFICER	EIGHTEENTH DISTRICT	6/03/86	163.50
ELMER	POLICE OFFICER	ELEVENTH DISTRICT	6/04/86	550.00
ESQUIVACH	POLICE OFFICER	FOURTEENTH DISTRICT	8/23/86	86.00
FEROLD JR	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/11/85	30.00
FIERMAN	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/20/86	95.00
FLUKES	POLICE OFFICER	THIRTEENTH DISTRICT	9/07/86	152.00
FUGG	POLICE OFFICER	RECRUIT TRAINING	9/04/86	130.30
FURQUE	POLICE OFFICER	RECRUIT TRAINING	7/07/86	276.66
FURRELLER	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/22/86	154.50
GILES	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/24/86	96.95
GILES	POLICE OFFICER	SIXTH DISTRICT	8/31/86	336.50
GONIAEN	POLICE OFFICER	EIGHTEENTH DISTRICT	7/12/86	45.00
GORDON-GORDON	POLICE OFFICER	SECOND DISTRICT	1/04/86	1060.00
HALLMAN	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/15/86	88.00
HARLEY	POLICE OFFICER	SEVENTEENTH DISTRICT	12/04/85	150.00
HARDMAN	POLICE OFFICER	THIRD DISTRICT	7/06/86	128.00
HESS	POLICE OFFICER	RECRUIT TRAINING	9/22/86	2114.00

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CITY COUNCIL ORDERS

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/18/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HOUSE				
JACKSON	POLICE OFFICER	THIRD DISTRICT	7/15/86	395.00
KATUSEN	POLICE OFFICER	ELEVENTH DISTRICT	5/06/86	49.30
KARLIN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/25/86	45.85
KERETA	POLICE OFFICER	TENTH DISTRICT	2/04/86	754.50
LUNGFORD	POLICE OFFICER	FOURTEENTH DISTRICT	12/20/85	216.00
MCQUILTYE	POLICE OFFICER	EIGHTEENTH DISTRICT	9/16/86	4257.72
MEZIERE	POLICE OFFICER	SEVENTH DISTRICT	3/21/86	45.00
MINES	POLICE OFFICER	FIFTEENTH DISTRICT	8/06/86	16.00
MURKIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	8/25/85	67.00
NAVOLITANO	POLICE OFFICER	ROMP AND ARSON SECTION	3/24/86	4204.00
NUON	POLICE OFFICER	FOURTEENTH DISTRICT	9/22/86	357.00
OSTAFIN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISION	9/23/86	154.00
OWSLEY	POLICE OFFICER	SEVENTH DISTRICT	8/09/86	70.00
PAGEN	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/11/86	223.80
PANAGAS	POLICE OFFICER	SEVENTH DISTRICT	8/15/86	89.00
PASTERNAK	POLICE OFFICER	FOURTH DISTRICT	3/29/86	355.00
PETERSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/09/86	166.00
PIERCE	POLICE OFFICER	RECRUIT TRAINING	9/19/86	300.00
PIRSON	POLICE OFFICER	TENTH DISTRICT	8/13/86	102.00
PIRSON	POLICE OFFICER	NINTH DISTRICT	2/08/86	2085.00
PIRSON	POLICE OFFICER	TENTH DISTRICT	5/03/86	45.00
PIRSON	POLICE OFFICER	CHARGE LAW ENFORCEMENT	3/08/86	54.00
PIRSON	POLICE OFFICER	NINTH DISTRICT	8/03/85	125.00
PIRSON	POLICE OFFICER	SEVENTH DISTRICT	7/23/86	70.00
PIRSON	POLICE OFFICER	FIFTH DISTRICT	8/27/86	157.94
PIRSON	POLICE OFFICER	RECRUIT TRAINING	7/29/86	198.26
PIRSON	POLICE OFFICER	SEVENTH DISTRICT	7/04/86	107.50
PIRSON	POLICE OFFICER	FIRST DISTRICT	8/28/85	630.00
PIRSON	POLICE OFFICER	PERSONNEL DIVISION	8/29/86	147.00
PIRSON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	8/03/86	201.05
PIRSON	POLICE OFFICER	SIXTH DISTRICT	8/20/86	121.50
PIRSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/22/86	235.00
PIRSON	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	168.00
PIRSON	POLICE OFFICER	FIFTH DISTRICT	11/07/85	53.00
PIRSON	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UNIT	7/03/85	275.00
PIRSON	POLICE OFFICER	NINTH DISTRICT	2/24/86	22.00
PIRSON	POLICE OFFICER	EIGHTEENTH DISTRICT	9/18/86	25.00
PIRSON	POLICE OFFICER	FIRST DISTRICT	5/24/85	11.00
PIRSON	POLICE OFFICER	TENTH DISTRICT	8/29/86	310.00
PIRSON	POLICE OFFICER	FOURTEENTH DISTRICT	9/24/86	178.00
PIRSON	POLICE OFFICER	SEVENTH DISTRICT	9/16/83	35.00
PIRSON	POLICE OFFICER	SECOND DISTRICT	7/22/86	453.00
PIRSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/18/86	130.00
PIRSON	POLICE OFFICER	TWENTY-SECOND DISTRICT	9/18/86	116.95
PIRSON	POLICE OFFICER	ENGINE COMPANY 47	6/29/86	160.00
PIRSON	POLICE OFFICER	ENGINE COMPANY 14	9/04/85	307.00
PIRSON	POLICE OFFICER	ENGINE COMPANY 14	7/04/86	474.00
PIRSON	POLICE OFFICER	ENGINE COMPANY 14	1/15/86	10780.00
PIRSON	POLICE OFFICER	ENGINE COMPANY 14	1/06/86	792.90

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/18/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FUDER	CAPTAIN	BATTALION 3	2/19/86	11.00
STEWART	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	33574.00

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## CITY OF CHICAGO

## CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/18/87

## THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** NAME *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ARMSTRONG	JOHN	POLICE OFFICER	5/19/83	499.00
BALCAYRE	ROBERT M	POLICE OFFICER	1/29/85	271.00
BRENNER	CONRAD	POLICE OFFICER	8/10/86	574.50
BROOKS	GOYLE	POLICE OFFICER	9/08/86	455.75
CAGE	ERNEST JR	POLICE OFFICER	8/29/84	200.00
COLE	HARVEY	POLICE OFFICER	2/02/86	10710.50
CUDDY	HARVEY	POLICE OFFICER	9/12/86	222.00
CUSHING	DAVID E	POLICE OFFICER	2/05/86	1842.75
CZERNIAR	HARRY	POLICE OFFICER	5/18/86	235.00
DORAN	JAMES J	POLICE OFFICER	5/10/84	945.74
HARGEN	ROBERT E	POLICE OFFICER	5/02/86	104.00
JOHNSON	CONFEALIOUS	POLICE OFFICER	6/23/86	409.50
JOYNER	RUTH	POLICE OFFICER	3/20/86	140.00
KIRK	NEIL B	POLICE OFFICER	2/05/86	443.00
LIVLADOD	GEORGE P	POLICE OFFICER	12/06/85	636.00
LULLU	PHILLIP F	POLICE OFFICER	2/05/86	1611.00
MCMAULIFFE	EDWARD	POLICE OFFICER	4/14/85	276.35
MORALES	DIANA	POLICE OFFICER	3/04/86	375.00
MORAN	REYES P	POLICE OFFICER	11/13/85	80.00
MURPHY	PATRICIA	POLICE OFFICER	6/27/86	159.00
PALUCH	FRANK A	POLICE OFFICER	10/29/85	1823.04
PELUSON	RICHARD	POLICE OFFICER	1/21/85	45.00
PIERCE	CAROL	POLICE OFFICER	7/06/86	200.00
PIOSZAJ	ANTHONY	POLICE OFFICER	10/25/82	475.00
RICHARDS	BILLY	POLICE OFFICER	6/17/85	85.00
RIGORDAN	EDMOND J	POLICE OFFICER	8/02/86	177.50
SOLTYSIAK	RAYMOND R	POLICE OFFICER	3/20/84	90.00
STARCZYN	ARTHUR H	POLICE OFFICER	1/23/83	12.00
WALSH	ROBERT M	POLICE OFFICER	8/29/86	158.75
OHARA	JOHN	FIREFIGHTER	2/03/86	320.00
NEFRUE	KEITH	FIREFIGHTER	4/06/85	250.00
			12/30/83	272.75

(Continued from page 40483)

*Action Deferred* -- EXECUTION OF REDEVELOPMENT AGREEMENT  
WITH AMERICAN NATIONAL BANK AND TRUST COMPANY  
OF CHICAGO, TRUSTEE, TRUST NUMBER 101088-01,  
FOR SALE OF PROPERTY IN AREA BOUNDED  
BY 71ST STREET, 72ND STREET,  
JEFFERY BOULEVARD AND  
CLYDE AVENUE.

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

CHICAGO, March 18, 1987.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred an ordinance authorizing the execution of a Redevelopment Agreement with American National Bank & Trust Company of Chicago, Trustee under Trust No. 101088-01 for the sale and redevelopment of property located in the area generally bounded by 71st Street, 72nd Street, Jeffery Boulevard and Clyde Avenue for the sale price of \$1,375,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 15 members of the committee with 2 dissenting votes.

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

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

WHEREAS, On September 18, 1984, this body approved the Redevelopment Plan for Slum and Blighted Project 71st-Jeffery; and

WHEREAS, On August 28, 1986, this body approved the redesignation of 71st- Jeffery as Slum and Blighted Area 71st-Jeffery; and

WHEREAS, In July, 1984 this body passed an ordinance approving submission of an application for an Urban Development Action Grant for a project to be undertaken by the Redeveloper named below to construct commercial buildings for retail use in the 71st-Jeffery Area; and

WHEREAS, In January, 1985, this body passed an ordinance amending the above cited application to amend the grant amount; and

WHEREAS, The Urban Development Action Grant will be used as part of the purchase price and part of the construction cost for this project; and

WHEREAS, At a later date a separate redevelopment agreement with regard to the Urban Development Action Grant will be submitted to this body; and

WHEREAS, The City desires to enter into a redevelopment agreement with American National Bank & Trust Company of Chicago, Trustee under Trust Agreement dated January 5, 1987 and known as Trust No. 101088-01, the beneficial owner of which is Jeffery Plaza Venture, an Illinois Partnership (hereinafter "Redeveloper"); and

WHEREAS, Pursuant to the redevelopment agreement the Redeveloper will agree to purchase the Property from the City for One Million Three Hundred Seventy-five Thousand and no/100 Dollars (\$1,375,000.00) to be allocated in the manner as indicated in the Agreement attached hereto; and

WHEREAS, Pursuant to the redevelopment agreement, the Redeveloper agrees to redevelop the Property in the following manner: the new construction of at least 98,700 square feet in two commercial buildings for retail use; now, therefore,

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

SECTION 1. The Mayor is authorized to execute on behalf of the City of Chicago, a Redevelopment Agreement between the City of Chicago and American National Bank and Trust Company of Chicago, Trustee, under Trust No. 101088-01 which shall be in substantially the form attached hereto.

SECTION 2. The Mayor is authorized to execute and the City Clerk to attest a deed and other appropriate documents which are necessary to consummate the sale of the Property pursuant to the aforesaid Redevelopment Agreement.

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

Redevelopment Agreement attached to this ordinance reads as follows:

*Contract For The Sale Of Land  
And Redevelopment.*

This Agreement, made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 1987, by and between the City of Chicago, a Municipal Corporation (hereinafter "City"), having its office at City Hall, 121 North LaSalle Street, Chicago, Illinois, and American National Bank and Trust Company of Chicago, Trustee under Trust Agreement dated January 5, 1987, and known as Trust No. 101088-01, the beneficial owner of which is Jeffery Plaza Venture, an Illinois Partnership the general partners of which are City Lands Corporation, 71st and Jeffery Partnership, an Illinois Limited Partnership, and Ellen L. Barnes (hereinafter called "Purchaser"), with the following mailing address: c/o City Lands Corporation, 1950 East 71st Street, Chicago, Illinois 60649.

*Witnesseth:*



Whereas, the City has offered to sell and the Purchaser is willing to purchase certain real property located in Slum and Blighted Area 71st and Jeffery (which is more particularly described in Schedule A annexed hereto and made a part hereof) (hereinafter called "Property"), and to redevelop the Property for and in accordance with the uses specified in the Redevelopment Plan for said project.

Now, Therefore, in consideration of the promises and the mutual obligations of the parties hereto, each of them hereby covenants and agrees with the other as follows:

Section 1. Acquisition Of The Subject Property By The City.

Subject to all of the terms, covenants, and conditions of this Agreement, the City agrees to use its best efforts to acquire through negotiated sale or its powers of eminent domain the Property described in Schedule A with all due diligence.

Section 2. Relocation Of The Occupants By The City.

The City retains the authority to relocate the occupants of the Property so acquired pursuant to the Uniform Relocation Act of 1970, as amended, and its usual and customary relocation procedures.

Section 3. Demolition Of Structures.

The City shall demolish the structures present on the subject Property after they have been vacated pursuant to the demolition specifications described in Schedule C attached hereto. Site clearance, including removal of pavement after vacations of streets and alleys is to be provided by the City.

Purchaser shall demolish the Aquinas Dominican High School at its expense.

Section 4. Sale And Purchase Price.

Subject to all of the terms, covenants, and conditions of this Agreement, the City will sell the Property to the Purchaser and the Purchaser will purchase the Property from the City for the amount of One Million Three Hundred Seventy- five Thousand and no/100ths Dollars (\$1,375,000.00) (hereinafter called the "Purchase Price"). The Purchase Price will be allocated in the following manner:

1. Two Hundred Ten Thousand and no/100 Dollars (\$210,000.00) may be used for construction costs in building a new structure or for renovation or remodeling costs in an existing structure to assist in providing for a replacement school facility for St. Philip Neri Church, the title to which is held under the name of Catholic Bishop of Chicago, a corporation sole.

Purchaser shall receive a credit against the Purchase Price at closing upon presenting evidence that the above amount has been deposited in a standard construction escrow now in use by Chicago Title Insurance Company or its equivalent or funded by a letter of credit, the terms of which limit

disbursements of the funds to defraying the costs of such renovation, construction or remodeling. In the event that any funds subject to this provision are not paid out to the Catholic Bishop of Chicago within three (3) years from the date of such letter of credit or three (3) years from the first date at which withdrawals would be permitted from an escrow account or any such extended period to which the parties have agreed in writing, such documents must provide that the principal and interest, if any, shall be returned to the City.

2. The balance of One Million One Hundred Sixty-five Thousand and no/100ths Dollars (\$1,165,000.00) will be paid to the City at closing.

The Purchase Price is to be paid in cash, by certified check, or by such check as shall be satisfactory to the City.

#### Section 5. Zoning.

The Department of Economic Development shall use its best efforts to request the City Council to rezone the Property to a Business Planned Unit Development consistent with the development plans for said project. The Purchaser shall cooperate with the City throughout the zoning application process. If the City is unable to convey the Property as a Business Planned Unit Development, pursuant to Section 7B, the Purchaser shall have the option to terminate this Agreement and all deposits shall be returned as Purchaser's sole and exclusive remedy. The Purchaser shall not invoke this option until the City has had a reasonable time to comply with this provision and has exhausted all attempts at compliance.

#### Section 6. Good Faith Deposit And Earnest Money.

A. Good Faith Deposit. The Purchaser shall deposit with the City simultaneous with the execution of this Agreement the amount of Sixty-eight Thousand Seven Hundred Fifty and no/100ths Dollars (\$68,750.00) in cash (hereinafter referred to as the "Deposit"), as security for the performance of the obligations of this Agreement. Such Deposit is to be retained by the City until the completion of the Improvements as hereinafter defined.

In the alternative, the Purchaser shall deposit with the City an irrevocable letter of credit from a financial institution acceptable to the City of Chicago for the benefit of the City in the aforesaid amount. The letter of credit shall be for a term of not less than two (2) years and shall provide that the City may draw upon such letter of credit in the event that the Purchaser defaults in the completion of the Improvements. The Purchaser shall renew such letter of credit until its obligations under this Agreement have been satisfied. The Purchaser shall give written notice of the date of expiration to the Commissioner of the Department of Economic Development, City of Chicago, 20 North Clark Street, Chicago, Illinois, thirty (30) days prior to the date of expiration.

The letter of credit shall be in a form acceptable to the City of Chicago.

B. Earnest Money. The Purchaser shall deposit with the City simultaneous with the execution of this Agreement earnest money in the amount of Sixty-eight Thousand Seven

Hundred Fifty and no/100ths Dollars (\$68,750.00) in cash (hereinafter called the "Earnest Money") which will be credited against the Purchase Price at the time of delivery of the Deed and shall be deposited in an account of the City.

In the alternative, the Purchaser shall deposit with the City an irrevocable letter of credit from a financial institution acceptable to the City of Chicago for the benefit of the City in the aforesaid amount. The letter of credit shall be for a period of not less than two (2) years and shall provide that the City may draw upon such letter of credit in the event that the Purchaser defaults in the purchase of the Property pursuant to the terms of this Agreement and the City is not in default under the terms of this Agreement. The letter of credit shall be returned to the Purchaser upon conveyance and shall not be credited against the Purchase Price. The Purchaser shall renew such letter of credit not less than thirty (30) days prior to its expiration until such time as the Property is conveyed to the Purchaser. Purchaser shall give written notice of the date of expiration to the Commissioner of the Department of Economic Development, 20 North Clark Street, Chicago, Illinois, thirty (30) days prior to the date of expiration.

The letter of credit shall be in a form acceptable to the City of Chicago.

C. Interest. The City shall be under no obligation to pay interest on these deposits.

#### Section 7. Conveyance Of Property.

A. Form of Deed. The City shall convey to the Purchaser title to the Property by Quitclaim Deed. The conveyance and title shall, in addition to the provisions of this Agreement, be subject to:

1. A current dated survey prepared pursuant to A.L.T.A. standards;
2. The Redevelopment Plan for said Project;
3. The stock objections in an A.L.T.A. Insurance Title Policy;
4. Taxes for the current year;
5. Such defects which cannot reasonably be cured but will not affect the use or marketability of the Property.

B. Time and Place for Delivery of Deed. In furtherance of the City's obligation designated in Section 1, the City will use its best efforts to acquire the subject site and will convey it to the Purchaser sixty (60) days after relocation and demolition have been completed and after the Property has been rezoned a Business Planned Development. Conveyance shall be made at the principal office of the City and the Purchaser shall accept the conveyance and pay the Purchase Price to the City at such time and place.

In any event, the City shall convey the Property to Purchaser not later than May 1, 1988, and this contract is contingent thereon. At the written request of either Purchaser or the Commissioner of the Department of Economic Development, at the sole discretion of the Commissioner, the applicable closing date may be extended up to ninety (90) days by

written notice of the Commissioner given to Purchaser stating the date to which such closing is extended.

In the event a party suffers a permitted or enforced delay as outlined in Section 20(G) the party asserting such delay shall give written notice thereof to the other party within thirty (30) days of the commencement of such delay. Unless such notice is given, the claim for any such delay shall be deemed waived, but such waiver shall be only for the term preceding the notice in case of a continuing permitted or enforced delay, only one such notice is required. Upon giving notice in accordance with this provision, the party suffering a permitted or enforced delay may postpone that party's obligations under this Agreement for a period equal to the duration of the permitted or enforced delay and the party will be given a reasonable time to cure.

C. Real Estate Taxes. The City will secure the waiver of general real estate taxes to the date of delivery of the Deed. The Purchaser will be responsible for taxes accruing after conveyance.

The City will use all reasonable efforts to file an application for a Class 7 tax classification from the Assessor of Cook County and the Purchaser will furnish all necessary information to allow the City to be able to do so.

D. Recordation or Registration of Deed. The Purchaser shall promptly file the Deed for recordation or registration among the land records of the place in which the Property is located. The Purchaser shall pay all costs for so recording or registering the Deed. The City will provide all appropriate exemption forms necessary and exemption language in the Deed.

E. Escrow; Title Report. In the event that either party to this Contract requires conveyance through escrow, the Purchaser shall pay for the same. The City will provide a Title Company report on title showing waiver of all relevant objections excluding Permitted Exceptions and will pay for a 1970 A.L.T.A. Form B Title Guaranty Policy with extended coverage over Objections 1--5 of Schedule A, along with a 3.1 Zoning Endorsement, to the amount of the Purchase Price, subject to the reservations and exceptions herein provided. The Purchaser will pay for the cost of the extended coverage and the Zoning Endorsement.

F. The City shall deliver to Purchaser, on or before the date of conveyance, a current dated plat of survey prepared pursuant to A.L.T.A. standards. Said survey shall be at the City's expense.

#### Section 8. Plans And Specifications.

The Purchaser will redevelop the Property in the following manner: the new construction of approximately 112,000 square feet in one or two commercial buildings for retail use in accordance with construction documents containing working drawings and specifications for all of the work proposed. These construction documents will be developed in conformance with preliminary documents as described in Schedule B attached hereto and incorporated herein by reference. Any substantial deviation of construction

documents from preliminary documents, or construction from construction documents, can be made only with written approval from the City. In addition to conformance as stated above, said construction documents (Plans and Specifications) for the redevelopment of the Property will be in conformity with the Redevelopment Plan, all applicable state and local laws and regulations, and the requirements of the U.D.A.G. Agreement between the City and the U. S. Department of Housing and Urban Development No. B85-AA-17-0198, as anticipated to be amended, concerning participating party's obligation to construct commercial buildings. The Purchaser shall expend an amount that is acceptable to the City and Purchaser in project costs.

The term "Improvements" as used in this Agreement shall mean the Improvements indicated in the Plans and Specifications.

#### Section 9. Time For Commencement And Completion Of Improvements.

The construction of the Improvements referred to herein in the attached Schedule B shall be commenced in any event within six (6) months after the date of the delivery of the Deed, and except as otherwise provided in the Agreement, shall be completed within eighteen (18) months after such date.

#### Section 10. Time For Certain Other Actions.

A. Time for Submission of Construction Plans. The time within which the Purchaser shall submit its Construction Plans to the City in any event, shall not be later than sixty (60) days from the date of this Agreement.

B. Time for Submission of Corrected Construction Plans. Except as provided in Paragraph C of this Section 6, the time within which the Purchaser shall submit any new or corrected Construction Plans shall not be later than sixty (60) days after the date the Purchaser received written notice from the City, of the City's rejection of the Construction Plans referred to in the latest such notice.

C. Maximum Time for Approved Construction Plans. The time within which the Purchaser shall submit Construction Plans which conform to the requirements of the City shall not be later than sixty (60) days after the date the Purchaser receives written notice from the City's first rejection of the original Construction Plans submitted to it by the Purchaser.

D. Time for City Action on Change in Construction Plans. The time within which the City may reject any change in the Construction Plans hereof shall be forty-five (45) days after the date of the City's receipt of notices of such change.

E. Time for Submission of Evidence of Equity Capital and Mortgage Financing. The time within which the Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage financing shall not be later than forty-five (45) days after the date of written notice to the Purchaser of approval of the Construction Plans by the City.

To the extent that time periods specified in Sections 9 and 10 of this Agreement conflict with the dates for the completion of any specified activity in the U.D.A.G. Grant Agreement, as anticipated to be amended, No. B85-AA-17-- 0198, the time periods in the U.D.A.G. shall control if later.

#### Section 11. Commencement And Completion Of Construction Of Improvements.

The Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Purchaser that the Purchaser, and its successors and assigns, shall promptly begin and diligently complete the redevelopment of the Property and that the construction shall in any event be begun and completed within the period specified in Section 9. It is intended and agreed, and the Deed shall so expressly provide that these agreements and covenants shall be covenants running with the land, binding for the benefit of the community and the City, and enforceable by the City against the Purchaser, and its successors and assigns to or of the Property or any part thereof or any interest therein.

#### Section 12. Certificate Of Completion.

Promptly after completion of the construction of the Improvements in accordance with this Agreement, the City shall furnish the Purchaser with an appropriate instrument so certifying. The certification by the City shall be (and it shall be so provided for in the Deed and the certification itself) a conclusive determination of satisfaction and termination of the covenants in the Agreement and the Deed with respect to the obligations of the Purchaser and its successors and assigns to construct the Improvements. The certification shall be in such form as will enable it to be recorded. Upon written request by the Purchaser for a certificate of completion, the City shall within forty-five (45) days after receipt of the same provide the Purchaser either with a certificate of completion or a written statement indicating in adequate detail, how the Purchaser has failed to complete the construction or rehabilitation of the improvements in substantial conformity with the Redevelopment Plan or this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City, for the Purchaser to take or perform in order to obtain the certification. If the City requires additional measures or acts of the Purchaser to assure compliance, the Purchaser shall resubmit a written request for the certification of completion upon compliance with the City's response.

#### Section 13. Restrictions On Use.

The Purchaser agrees for itself, its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Purchaser for itself and its successors and assigns, that the Purchaser and its successors and assigns shall:

- A. Devote the Property in accordance with the uses set forth in the Redevelopment Plan and for the time specified in said Plan; and
- B. Not 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 Property or any improvements located or to be erected thereon, or any part thereof.

- C. With respect to the Property known as Moskala, U. S. Army Reserve Center, 2025 East 71st Street, Chicago, Illinois, pursuant to the requirements of the General Services Administration:

If, at any time within a three (3) year period from the date of transfer of title by the United States Government, the Purchaser or its successors or assigns shall sell, or enter into agreements to sell the Property, either as a single transaction or in a series of transactions, it is covenanted and agreed that all proceeds received or to be received in excess of the Purchaser's or a subsequent seller's actual allowable costs will be remitted to the United States Government.

In order to verify compliance with the terms and conditions of this covenant, the Purchaser, or its successors or assigns, shall submit an annual report for each of the subsequent three (3) years to the Government on the anniversary date of the deed. Each report will identify the Property involved in the transaction, the sale price of any Property resold, the Purchaser and the proposed land use, and enumerate any allowable costs incurred for physical improvements on the property that would offset any profit realized. If no resale has been made, the report shall so state. Failure to file timely reports will extend the operation of the covenant for an additional one (1) year period for each late or omitted report. The Government may monitor the property involved and inspect records related thereto to ensure compliance with the terms and conditions of this covenant and may take any actions which it deems reasonable and prudent to recover any excess profits realized through the resale of the Property.

#### Section 14. Covenants: Running With The Land.

It is intended and agreed, and the Deed shall so expressly provide, that the covenants provided in Sections 13, 16, and 17 be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit, and in favor of, and enforceable by the City, and any successor in interest to the Property, or any part there thereof, and the owner of any other land (or any interest in such land) in the Project area which is subject to the land use requirements and restrictions of the Redevelopment Plan.

#### Section 15. Subordinate Collateral Assignment Of Beneficial Interest.

In consideration of the promises and the mutual obligations of the parties hereto the Purchaser agrees to provide to the City prior to, or at the time of closing, a Subordinate Collateral Assignment of the Beneficial Interest in American National Bank and Trust Company of Chicago, Trustee under Trust No. 101088-01 in form and substance satisfactory to the City subject only to a prior Collateral Assignment of the Beneficial Interest to the Designated Lender, American National Bank and Trust Company of Chicago, or other lender approved by the Purchaser and the City (hereinafter "Designated Lender"), in order to secure a first mortgage in an amount acceptable to the City and Purchaser to complete improvements. The assignment shall provide that the Trustee shall not assign, transfer, or convey any interest in the Property held in the Trust, and the Trustee will not accept or acknowledge any attempted assignment, transfer or conveyance

of all or any part of the beneficial interest in, or power of direction over, the Trust without first obtaining either: (a) prior written approval of the Commissioner of Economic Development of the City of Chicago or any successor thereof, or (b) a certificate of completion duly issued by the City of Chicago.

Section 16. Prohibition Against Transfer Of Property.

Prior to the completion of the Improvements as certified by the City, the Purchaser shall not make, create or suffer to be made any sale, assignment or conveyance with respect to this Agreement or the Property, or any part thereof, or any interest therein, or contract or agree to do any of the same, without the prior written approval of the City, except the Purchaser may lease said premises.

Section 17. Limitation Upon Encumbrance Of Property.

Prior to the full payment of the U.D.A.G. loan (as provided for in that certain redevelopment agreement which the City and Purchaser anticipate entering into if and when the City receives funding under the U.D.A.G.E. Grant, No. B85-AA-17-0198, as preliminarily approved June 6, 1985, and as anticipated to be amended, and as to be evidenced by a promissory note, security documents, and other legal documentation), the Purchaser or successors in interest shall not engage in any financing or any other transaction creating a mortgage or other encumbrance or lien on the Property except as may be allowable under the U.D.A.G. loan. Subject to the terms of the U.D.A.G. loan Grant No. B85-AA-17- 0198 as anticipated to be amended this is not intended to prohibit the Purchaser from raising additional capital subsequent to conveyance and prior to construction through the sale of a limited partnership interest to be approved by the City which will not unreasonably withhold its consent provided it does not create a mortgage or other encumbrance or lien on the Property except as may be allowed under the U.D.A.G. loan. Further, such sale of a limited partnership interest will not be for speculation or profit, and the Purchaser will provide appropriate economic disclosure forms acceptable to the City.

Section 18. Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are intended to be covenants running with the land, 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 any action in lieu thereof, but not including: (a) 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 or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed 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 the Redevelopment Plan and this Agreement.



Section 19. Intentionally Deleted.

Section 20. Remedies.

A. In General. Except as otherwise provided in this Agreement, in the event of any default in, or breach of, the Agreement or in any of its terms or conditions by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed to cure or remedy such default or breach immediately, or in any event not later than sixty (60) days after receipt of such notice. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, this would constitute an event of default.

B. Prior to Conveyance. In the event that prior to conveyance of the Property the Purchaser assigns or attempts to assign this Agreement or any rights hereunder or fails to pay the Purchase Price and take title to the Property upon tender of conveyance by the City, or defaults in the provisions of Section 10 herein, then this Agreement and any rights of the Purchaser in this Agreement may, at the option of the City, be terminated by the City and the Deposit and Earnest Money retained by the City as liquidated damages. In the event that the City does not tender conveyance of possession of the Property as provided in this Agreement, then this Agreement, at the option of the Purchaser, shall be terminated and all deposits immediately returned to the Purchaser as its sole and exclusive remedy.

C. Subsequent to Conveyance. Upon termination of this Agreement for any default or breach by the Purchaser after the sale, the Deposit shall be retained by the City. This provision shall not operate nor be interpreted in any way as a waiver or limitation on any other rights or remedies for said default or breach to which the City may be entitled by this Agreement, by operation of law or otherwise, including but not limited to proceedings to compel specific performance. However, the Purchaser's remedies with regard to the City's breach subsequent to conveyance shall not include an action for money damages and the City's remedies with regard to the Purchaser's breach subsequent to conveyance shall not include an action for money damages.

D. Return to Purchaser. If this Agreement is terminated for failure to deliver the Deed, the Deposit and Earnest Money shall be returned to the Purchaser by the City. If the Agreement is not terminated, the City shall return the Deposit to the Purchaser upon satisfactory completion of the Improvements as evidenced by issuance of a Certificate of Completion by the City of Chicago.

E. Revesting Title in City upon Happening of Event Subsequent to Conveyance to Purchaser. In the event that subsequent to conveyance of the Property or any part thereof to the Purchaser and prior to completion of the Improvements as certified by the City:

1. The Purchaser (or successor in interest) shall default in or violate its obligations with respect to the construction of the Improvements (including the nature and the dates for the beginning and completion thereof) or shall abandon or substantially suspend construction work, and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within three (3) months, (six (6) months if the default is with respect to the

date for completion of the Improvements), after written demand by the City to do so; or

2. The Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized by the Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' liens, or any other unauthorized encumbrance or lien to attach and such taxes or assessments shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the City made for such payment, removal, or discharge, within ninety (90) days after written demand by the City to do so; or
3. There is, in violation of the Agreement, any transfer of the Property or any part thereof, or any change in the ownership or distribution of the stock of the Purchaser, or with respect to the identity of the parties in control of the Purchaser or the degree thereof, and such violation shall not be cured within sixty (60) days after written demand by the City to the Purchaser;

then the City, in accordance with the general provisions of Section 20 A of this Agreement, as a method of remedying said default, shall have the right to re-enter and take possession of the Property and to terminate (and revert in the City) the estate conveyed by the Deed to the Purchaser, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to the Purchaser shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of default, failure, violation, or other action or inaction by the Purchaser specified in subdivisions 1, 2, and 3 of this Section 20 E, failure on the part of the Purchaser to remedy, end, or abrogate such default, failure, violation, or other action or inaction, within the period and in the manner stated in such subdivision; the City, at its option, may declare a termination in favor of the City of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors in interest to and in the Property, shall revert to the City: Provided that such condition subsequent and any reversion of title as a result thereof in the City:

Shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by the Agreement for the protection of the holders of such mortgages; and

Shall not apply to individual parts or parcels of the Property (or in the case of parts or parcels leased, the leasehold interest) on which the Improvements to be constructed thereon have been completed in accordance with the Agreement and for which a certificate of completion is issued therefore as provided in Section 12 hereof.

In addition to, and without in any way limiting the City's right to re-entry as provided for in the preceding sentence, the City shall have the right to retain the Deposit, without any deduction, offset or recoupment whatsoever, in the event of a default, violation, or failure of the Purchaser as specified in the preceding sentence.

F. Resale of Reacquired Property; Disposition of Proceeds. Upon the reversioning in the City of title to the Property or any part thereof as provided in Section 20 E, the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Property or part thereof (subject to such mortgage liens and leasehold interests as in Section 20 E set forth and provided) as soon as in such manner as the City shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the City) who will assume the obligations of making or completing the Improvements or such other improvements in their stead as shall be satisfactory to the City and in accordance with the uses specified for such Property or part thereof in the Redevelopment Plan. Upon such resale of the Property, the proceeds thereof shall be applied:

1. First, to reimburse the City for all costs and expenses incurred by the City, including but not limited to salaries of personnel, in connection with the recapture, management, and resale of the Property or part thereof (but less any income derived by the City from the Property or part thereof in connection with such management); all taxes, assessments, water and sewer charges with respect to the Property or part thereof (or, in the event the Property is exempt from taxation or assessment or such charges during the period of ownership thereof by the City, an amount, if paid, equal to such taxes, assessments or charges [as determined by the City assessing official] as would have been payable if the Property were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the of the Purchaser, its successors or transferees; any expenditures made or obligations incurred with respect to making or completion of the Improvements or any part thereof on the Property or part thereof, and any amounts otherwise owing the City by the Purchaser and its successor or transferee; and
2. Second, to reimburse the Purchaser, its successor or transferee up to the amount equal to (a) the sum of the Purchase Price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in making any of the Improvements on the Property or part thereof, less (b) any gains or income withdrawn or made by it from the Agreement or the Property.

Any balance remaining after such reimbursements shall be retained by the City as its property.

G. Enforced Delay in Performance for Causes Beyond Control of Party. For the purposes of any of the provisions of the Agreement, neither the City nor the Purchaser, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for conveyance and redevelopment, or the beginning and completion of construction of the Improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to delays or halts in construction which are compelled by court order, delays in rezoning, acts of God, acts of the public enemy, acts of

the Federal Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such cause; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the City with respect to the preparation of the Property for conveyance and redevelopment or of the Purchaser with respect to construction of the Improvements, as the case may be, shall be extended for the period of the enforced delay as determined reasonably by the City: Provided, that the party seeking the benefit of the provisions of this Section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

H. No Waiver by Delay. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Purchaser under this Section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Purchaser under this Section or with respect to the particular default except to the extent specifically waived in writing.

#### Section 21. 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 the 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 the Purchaser or successor or on any obligation under the terms of this Agreement.

#### Section 22. Provisions Not Merged With Deed.

No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the Property from the City to the Purchaser or any successor in interest, and such deed shall not be deemed to affect or impair the provisions and documents of this Agreement.

#### Section 23. Special Provisions.

Equal Employment Opportunity. The Purchaser, for itself and its successors and assigns, agrees that during the construction of the Improvements provided for in the Agreement:

- A. The Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Purchaser will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to

their race, religion, color, 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. The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- B. To the greatest extent feasible, the Purchaser is required to present opportunities for training and employment that are to be given to lower income residents of the project area, hereby defined as the City of Chicago; and that contract for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- C. In order to promote equality of opportunity for minority and female personnel on this project, Purchaser shall use its best efforts in attaining the following percentage goals of construction aggregated work hours in each of the categories of construction journeymen and apprentices:
  - a. At least 25% by minorities.
  - b. At least 7% by women.
- D. All construction workers covered by this Agreement shall mean skilled construction workers which include all worksite (working) foremen, journeymen, apprentices, trainees, and helpers where applicable.
- E. Salaried superintendents are excluded from the coverage of this special provision, as well as clerical workers and security guards. The Purchaser, in order to demonstrate compliance with the terms of this Agreement will cooperate with the City of Chicago, Department of Economic Development, which has the responsibility to observe and report compliance with equal opportunity regulations of federal, state and municipal agencies.
- F. The Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of the Purchaser, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- G. The Purchaser will include the provisions of paragraphs (A), (B), (C), (D), (E), and (F) in every contract, and will require the inclusion of these provisions in every sub-contract entered into by any of its contractors, so that such provision will be binding upon each such contractor or sub-contractor, as the case may be. Failure to comply with these provisions will be a basis to invoke the City of Chicago's dispute resolution procedure which includes written notice by the City to the Purchaser of its non-compliance, a meeting between representatives of the Department of Economic Development and the Purchaser to attempt to resolve the problem.

## Section 24. Obligation To Act.

Where any party to this contract has an obligation to perform or to act, it is deemed that party will act reasonably.

## Section 25. Counterparts.

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Purchaser has signed and sealed the same on or as of the day and year first above written.

[Signature forms omitted for printing purposes.]

[illegible]

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harold Washington personally known to me to be the Mayor of the City of Chicago, a Municipal Corporation, and Walter S. Kozubowski, personally known to me to be the Clerk of the City of Chicago, a Municipal Corporation, and 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 being first duly sworn by me, severally acknowledged that as such Mayor and Clerk, they signed and delivered the said instrument and caused the corporate seal of the Municipal Corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as their free and voluntary act and as the free and voluntary act and deed of said Municipal Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

Notary Public

(Seal)

My commission expires \_\_\_\_\_, 19\_\_\_\_.

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, \_\_\_\_\_ President and \_\_\_\_\_ Secretary of American National Bank And Trust Company Of Chicago, as Trustee under Trust Agreement dated January 5, 1987, and known as Trust Number 101088-01, a National Banking Association and 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 being first duly sworn by me severally acknowledged that as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said National Banking Association, for the uses and purposes therein set forth; and the said \_\_\_\_\_ Secretary then and there acknowledged that said \_\_\_\_\_ Secretary, as custodian of the corporate seal of said National Banking Association caused the corporate seal of said National Banking Association to be affixed to said instrument as said \_\_\_\_\_ Secretary's own free and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

\_\_\_\_\_  
Notary Public

(Seal)

My commission expires \_\_\_\_\_, 19\_\_\_\_.

Schedules A, B, C and D attached to this agreement read as follows:

*Schedule A.*

*Legal Description Of Property.*

All that certain parcel or parcels of land located in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

Commonly Known Address:

*Schedule B.*

*Site Plans.*

1. The Purchaser agrees to construct approximately 112,000 square feet of commercial building for retail use.
2. Site Plan in sufficient detail and with the dimensions and notes necessary to show the location, size, and type of construction proposed for each element. The following items should be shown:
  - a. All buildings-land coverage, number of stories, total floor area, and type of construction.
  - b. Curb openings, driveways, parking and loading areas, including type of paving and vehicular capacity of parking and loading areas.
  - c. Other outdoor use areas such as material storage, screening and landscaping.
  - d. All other facilities.
3. A description of the exterior finish and general appearance of proposed buildings and other improvements from public ways and/or adjoining private property.
4. Attached are maps and drawings dated \_\_\_\_\_, and entitled:  
\_\_\_\_\_  
\_\_\_\_\_
5. Remarks:  
\_\_\_\_\_  
\_\_\_\_\_
6. Estimated cost of Purchaser's improvements \$ \_\_\_\_\_

Submitted on: \_\_\_\_\_

By: \_\_\_\_\_  
(Title)



Approved on: \_\_\_\_\_

City of Chicago  
Department of Economic Development

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

[Scheduled B is printed on page 40507]

*Schedule C.*

*Detail Specifications.*

Description Of Work.

All demolition shall be performed in accordance with the following specifications. The various types of demolitions listed below correspond to the Exhibits shown hereinafter.

*Type I.*

For Parcels Upon Which Buildings Are To Be Constructed.

Demolition in these designated areas shall conform to the foregoing specifications, with these modifications:

1. Complete removal of all existing foundation walls, basement floors, columns, stoops, slabs on grade, underground tanks, and other existing improvements.
2. All voids resulting from the above removal shall be completely filled with sand, earth, or gravel to within one foot (1') of the proposed grade.
3. The final one foot (1') of fill shall be natural, workable loamy soil, rich in organic matter with only a minimal amount of admixture of subsoil without any materials of toxic growth. It shall be free of large roots, sticks, hard clay weeds, brush, stones larger than one inch (1") in diameter, or other litter or waste products, and shall have demonstrated, in its original position, to grow healthy grass from Kentucky Blue Grass seeds.

(Continued on page 40508)

72nd STREET

privacy fence/landscape buffer

3 loading berths

Landscaping Area

JEFFERY BOULEVARD

DOMINICK'S Food Store  
63,900 s.f.

SHOPS 'B'  
20,200 s.f.

SHOPS 'C'  
9,200 s.f.

Existing Medical Building

Existing Apartment Building

JEFFERY

EXISTING WALGREEN DRUG STORE

asphalt paved lot

71st STREET

SHOPS 'A'  
18,000 s.f.

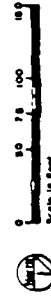
One story:  
Steel, masonry &  
concrete construction.

# JEFFERY PLAZA

71st STREET @ JEFFERY BLVD.

CHICAGO, ILLINOIS

Dominick's Food Store	63,900 s.f.
Shops 'A'	18,000 s.f.
Shops 'B'	20,200 s.f.
Shops 'C'	9,200 s.f.
Total Shops	47,400 s.f.
Total Gross Leasable Area	111,300 s.f.
Parking - Customer	410 cars
Parking - Employee	106 cars
Total Parking	516 cars



(Continued from page 40506)

For Parcels Upon Which Buildings Are Not To Be Constructed.

Demolition in these designated areas shall conform to the foregoing specifications with these modifications:

1. The existing foundation walls and basement floor slabs shall remain in place, and the floor slabs shall be broken by appropriate means to allow drainage.
2. All voids resulting from the above removal shall be completely filled with non-organic rubble, use of concrete is excluded, resulting from the demolition proposed in this Contract. This non-organic fill shall have no piece larger than 0.15 cubic feet.
3. The final one foot (1') of fill shall be natural, workable, loamy soil, rich in organic matter with only a minimal amount of admixture of subsoil without any materials of toxic growth. It shall be free of large roots, sticks, hard clay, weeds, brush, stones larger than one inch (1") in diameter, or other litter or waste products, and shall have demonstrated, in its original position, to grow healthy grass from Kentucky Blue Grass seeds.

Mandatory Conditions.

All demolition work shall be performed within the normal five (5) day forty (40) hour work week.

Any demolition that the Contractor deems necessary and/or expedient in excess of the above times shall be inspected by the Commissioner or his representatives. If, in the opinion of the Commissioner, there possibly exists a condition that may not be in conformance with these specifications and all existing ordinances of the City of Chicago, the City representative shall be empowered to order the following:

- a. Direct the Contractor to have tests performed by an authorized laboratory to determine the composition of the fill material.
- b. The costs of all such testing shall be borne by the Contractor.
- c. If the results of the tests indicate that the fill material does not meet with the conditions of these specifications, the Contractor shall remove this material and replace with fill that shall meet with all of the above requirements.
- d. No additional compensation will be allowed. The total cost of this removal and replacement shall be borne by the Contractor.

*Schedule D.*

The Purchaser will pay for any costs in regard to the relocation or construction of private utilities made necessary or in connection with the redevelopment of the property.

In the event a vacated or dedicated street or alley is part of the tract to be conveyed, the City will be responsible for all required ordinances, and the removal and placement of street or alley pavement.

The Purchaser will be responsible for the relocation costs thereof of private utilities.

In the event the City has an overall program for reconstruction of streets, sidewalks and curbs in said Project, the City will pay for the paving thereof which will not include curb cuts, driveways or utility relocation made necessary by the redevelopment or damages to the above caused by the Purchaser's construction. Otherwise, reconstruction of deteriorated, broken or damaged curbs, sidewalks, and parkways will be the responsibility of the Purchasers.

The provisions of this Schedule D shall not diminish or in any way reduce the responsibility of the City to comply with the demolition specifications provided in Schedule C of this Agreement.

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### COMMITTEE ON AVIATION.

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#### EXECUTION OF AMENDMENT TO AMENDED AND RESTATED AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH AMERICAN AIRLINES, INCORPORATED.

The Committee on Aviation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance authorizing the approval and execution of an amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, between the City of Chicago and American Airlines, Incorporated, (which was referred on February 27, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) JESUS G. GARCIA,  
*Chairman.*

On motion of Alderman Garcia, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, attached hereto between the City and American Airlines, Incorporated is hereby authorized and approved. The Mayor, the Comptroller and the Commissioner of the Department of Aviation are hereby authorized to execute the amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Amendment to Amended and Restated Airport Use Agreement and Terminal Facilities Lease attached to this ordinance reads as follows:

This Amendment to Amended and Restated Airport Use Agreement and Terminal Facilities Lease made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and American Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware ("Airline").

*Witnesseth:*

Whereas, City and Airline have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Use Agreement"); and

Whereas, it is necessary and advisable to amend the Use Agreement in certain respects;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. Paragraph (b) of Section 4.02 of the Use Agreement is hereby amended to read as follows:

"(b) The foregoing Phase II Exclusive Use Premises, taken together, comprise 400,257 square feet, of which 305,548 square feet shall be deemed Airline's Existing Footage and 94,709 square feet shall be deemed Airline's Additional Footage."

Section 2. Exhibits J-1, J-2, K, K-1 and K-2, copies of which are attached hereto as Exhibits A, B, C, D and E, respectively, are hereby substituted for Exhibits J-1, J-2, K, K-1 and K-2 attached to the Use Agreement.

Section 3. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment to be executed on its behalf by its \_\_\_\_\_ President and its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibits A and B attached to this lease read as follows:

[Exhibits C, D and E printed on pages 40535 through 40537  
of this Journal.]

*Exhibit A.*

*Airline's Phase II Exclusive Use Premises.*

(a) City and Airlines agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3 and Concourses H and K, which are depicted in the Drawings of this Exhibit J-1, shall comprise approximately 400,257 square feet, of which 305,548 square feet shall be deemed Airline's Existing Footage, and 94,709 square feet shall be deemed Airline's Additional Footage.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises is subject to future changes and refinements which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made appropriate amendments shall be made to this Exhibit J-1.

(c) Airline agrees to permit Braniff, Inc. (Braniff) to use Gates H3 and H3A and associated holdroom area through May 31, 1987, and thereafter, to permit Braniff to use one of the two gates (H3 or H3A) for a period ending thirty (30) days after United Airlines, Inc. (United) begins use of two or more gates in Terminal 1 or until September 1, 1987, whichever is earlier. Airline also agrees to sublease to Braniff ticket counter and back

offices, and to permit use of baggage conveyance and claim devices in Terminal 3, for a period ending thirty (30) days after United begins use of any baggage handling and ticketing facilities in Terminal 1 or until October 5, 1987, whichever is earlier.

[Exhibit J-1 attached to this Exhibit A printed on pages 40514 through 40522 of this Journal.]

*Exhibit B.*

*Airline's Phase III Exclusive Use Premises.*

(a) City and Airline agree that Airline's Phase III Exclusive Use Premises in Terminal Building No. 3 and Concourses H and K, which are depicted in the Drawings of this Exhibit J-2, shall comprise approximately 400,257 square feet, of which 253,986 square feet shall be deemed Airline's Existing Footage and 146,271 square feet shall be deemed Airline's Additional Footage.

(b) Airline and City agree that prior to Airline's occupancy of all its Phase III Exclusive Use Premises, the number of square feet of Exclusive Use Premises which shall be deemed Airline's Additional Footage shall be increased by an amount which shall be equal to (i) the number of linear feet of occupied aircraft parking area in excess of that depicted in Exhibit K-1, times (ii) 58. Aircraft parking areas will be deemed to be occupied when passenger access to aircraft parking in such areas is provided through loading bridge connections to the terminal or concourse buildings. Airline shall notify City of any changes in aircraft parking area occupancy thirty (30) days prior to occupancy. City covenants that it will require any Airline Party moving from one phase of Exclusive Use Premises to another to add Additional Footage on a formula or in a manner which is no more favorable to such airline than that established in this subparagraph.

(c) City and Airline agree that the Expansion/Improvement Areas shown on the Drawings Nos. 2, 3, 6, 8, 9, 10, 11 and 12, shall be available for the exclusive use of Airline together with the associated public use areas during the term of this Agreement. In the event that Airline shall exercise its option to utilize these areas or any portion thereof for construction, enclosing or finishing at its sole cost, such areas, after the Date of Beneficial Occupancy thereof shall be deemed, for the purpose of calculating Terminal Area Use Charges for Airline and other Signatory Parties, to be Exclusive Use Premises (Existing Footage) of Airline.

(d) City and Airline agree that the exact configuration of the Exclusive Use Premises including those to be constructed in the Expansion/Improvement Areas are subject to changes and refinements prior to Airline's Date of Beneficial Occupancy with regard hereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction is completed, appropriate amendments shall be made to this Exhibit J-2.

(e) City and Airline agree that Airline will undertake construction of all or any part of the terminal facilities in the Expansion/Improvement Areas described in subparagraph (c) above under the terms and conditions of the Special Facility Use Agreement between Airline and City dated December 1, 1984.

[Exhibit J-2 attached to this Exhibit B printed on pages 40523  
through 40534 of this Journal.]

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EXECUTION OF AMENDMENT TO AMENDED AND RESTATED  
AIRPORT USE AGREEMENT AND TERMINAL  
FACILITIES LEASE WITH USAIR,  
INCORPORATED.

The Committee on Aviation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance authorizing the approval and execution of an amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, between the City of Chicago and USAir, Incorporated, (which was referred on February 27, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith,

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

Respectfully submitted,  
(Signed) JESUS G. GARCIA,  
*Chairman.*

On motion of Alderman Garcia, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

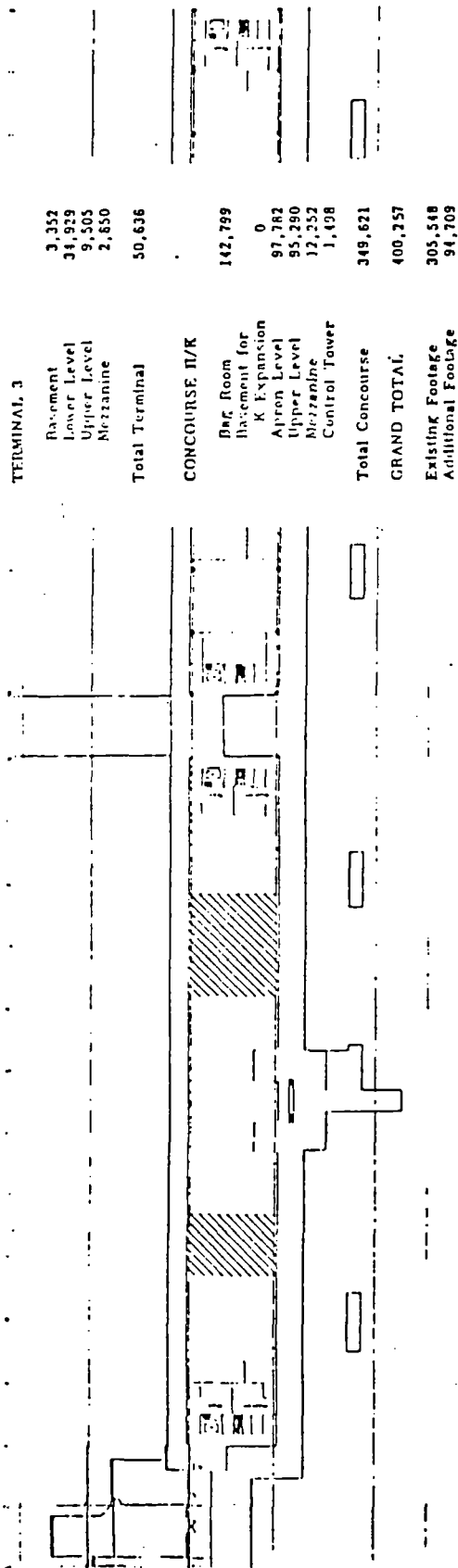
Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

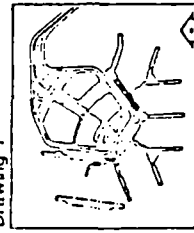
*Be It Ordained by the City Council of the City of Chicago:*

(Continued on page 40538)



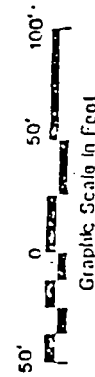


Drawing 1



Sheet  
J-1

American Airlines Exclusive Use Premises  
Terminal 3 Basement

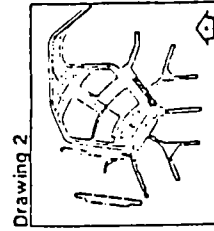
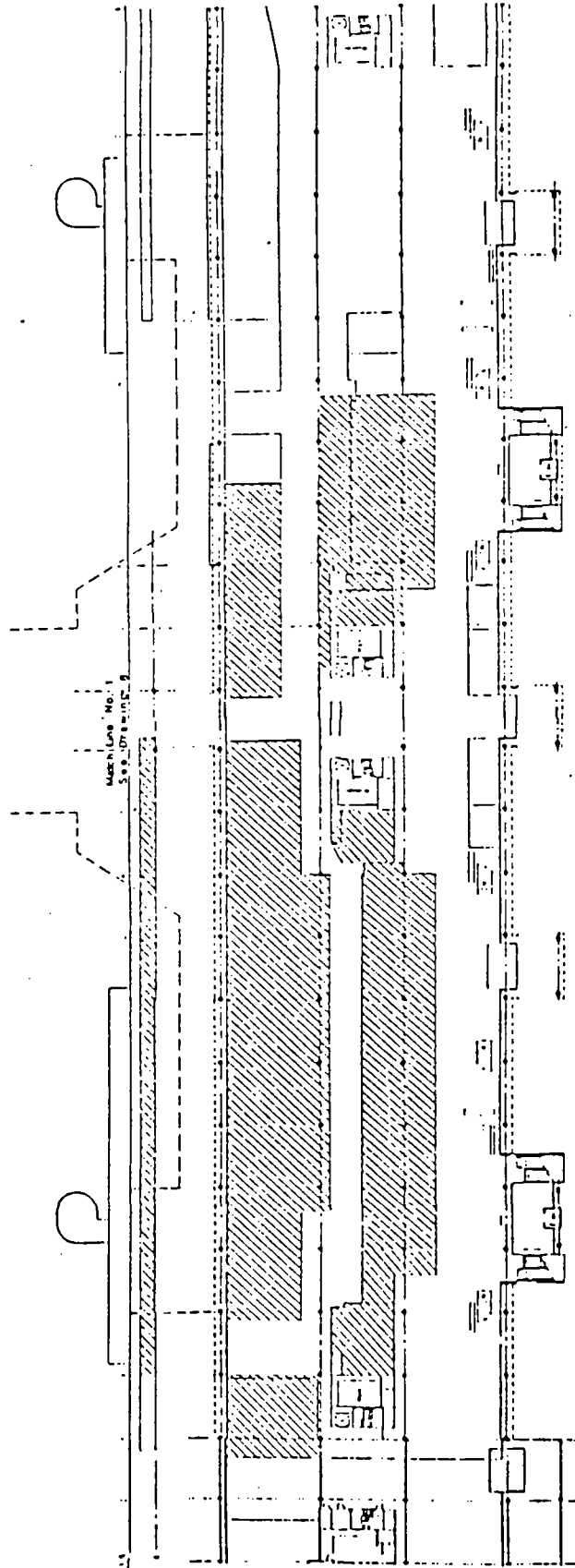


Exclusive Use Premises

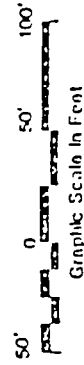
Revised December, 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago Harold Washington Mayor Earl F. Nord Commissioner of Aviation Paul Kates (Committee on Public Works)

OTIARE ASSOCIATES  
LANDRUM & BROWN  
1111 North LaSalle Street



Drawing 2



Exclusive Use Premises

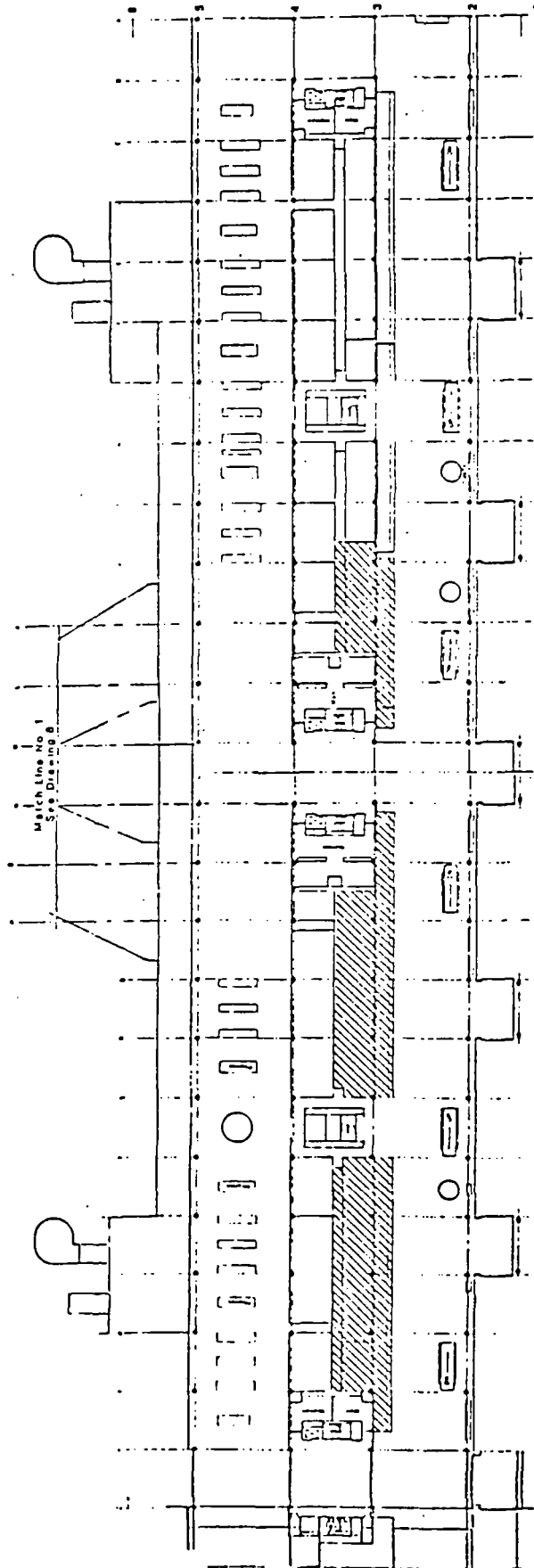
revised December, 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago Harold Washington Mayor Earl F. Ford Commissioner of Finance Paul Kaseb Commissioner of Public Works

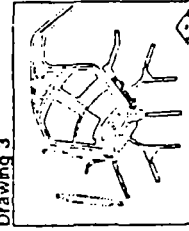
CHARTER ASSOCIATES  
LANDRUM & BROWN  
FLOOR PLANS

American Airlines Exclusive Use Premises  
Terminal 3 Lower Level

Sheet  
J-1



Drawing 3



50' 0 50' 100'  
Graphic Scale in Feet

 Exclusive Use Premises

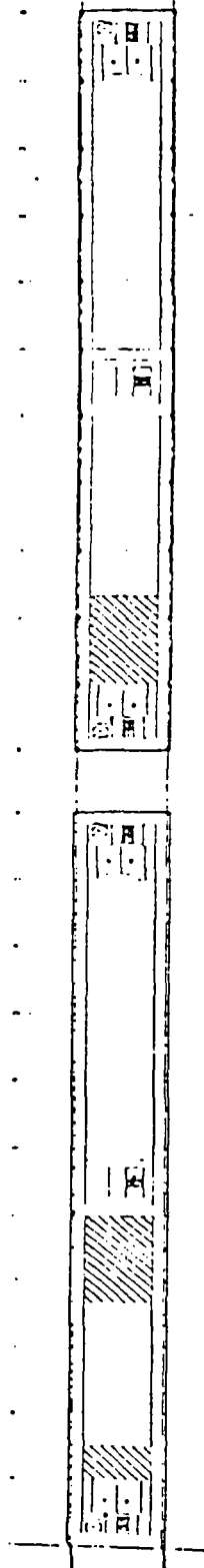
Revised December, 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago Harold Washington Mayor Earl F. Ford Commissioner of Public Works Paul Kaseb Commissioner of Public Works

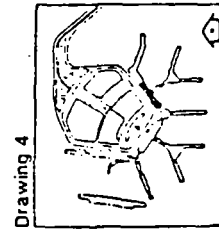
OTIARE ASSOCIATES  
LANDSCAPE ARCHITECTS  
1111 N. LAKE STREET  
CHICAGO, ILL. 60610

American Airlines Exclusive Use Premises  
Terminal 3 Upper Level

Sheet  
J-1



Exclusive Use Premises



50' 0 50' 100'  
Graphic Scale in Feet

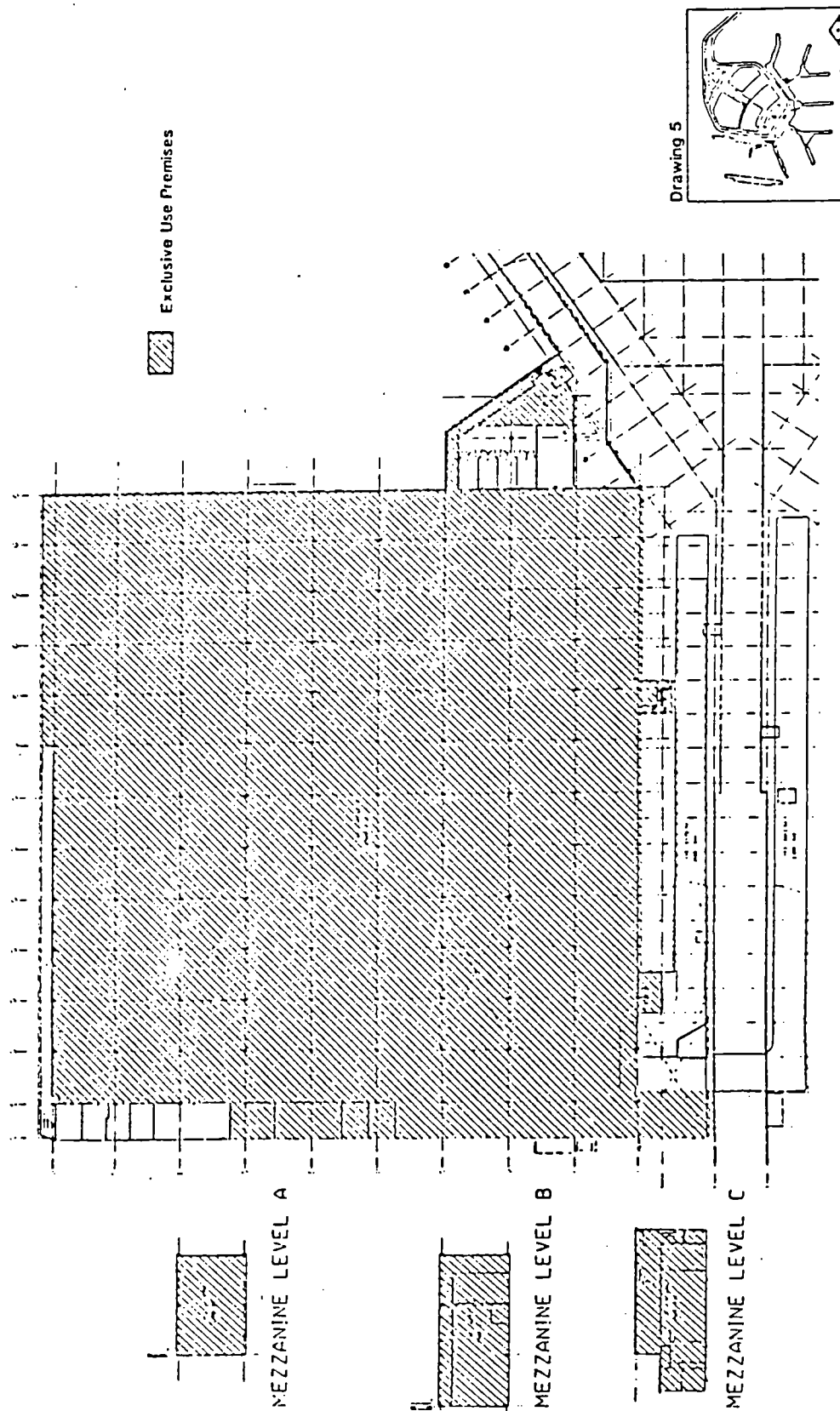
Revised December, 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT

OT-LARE ASSOCIATES  
LANDRUM GARDEN

American Airlines Exclusive Use Premises  
Terminal 3 Mezzanine

J-1



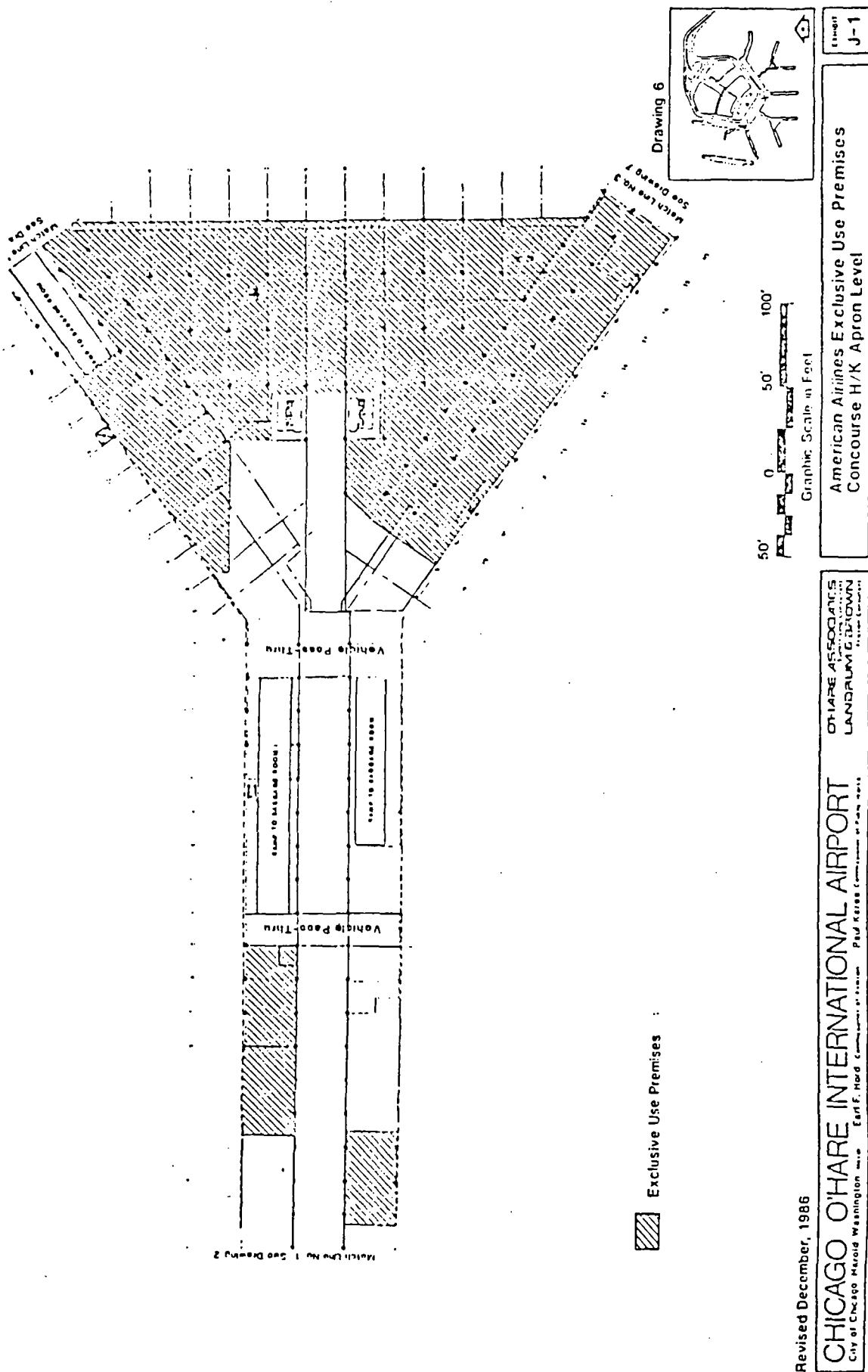
Revised December, 1986

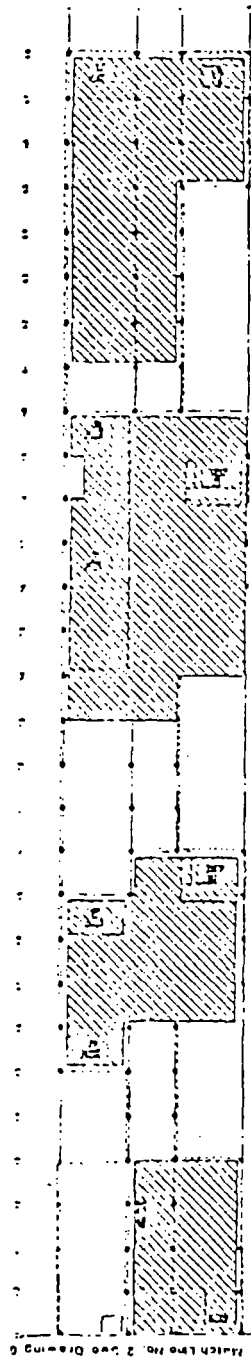
CHICAGO O'HARE INTERNATIONAL AIRPORT

CHAPMAN ASSOCIATES  
ARCHITECTS  
LANDSCAPE ARCHITECTS  
PLANNERS

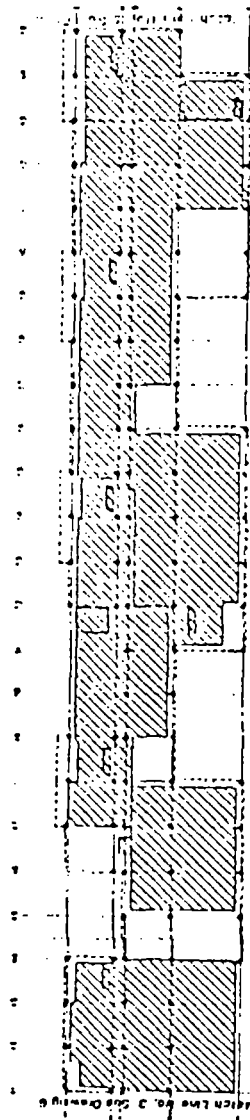
American Airlines Exclusive Use Premises  
Concourse H/K Underground Bag Room

J-1





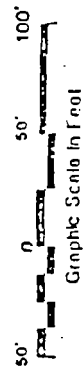
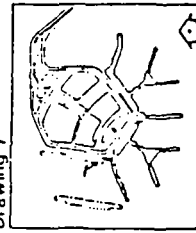
Concourse K



Concourse H

Exclusive Use Premises

Drawing 7

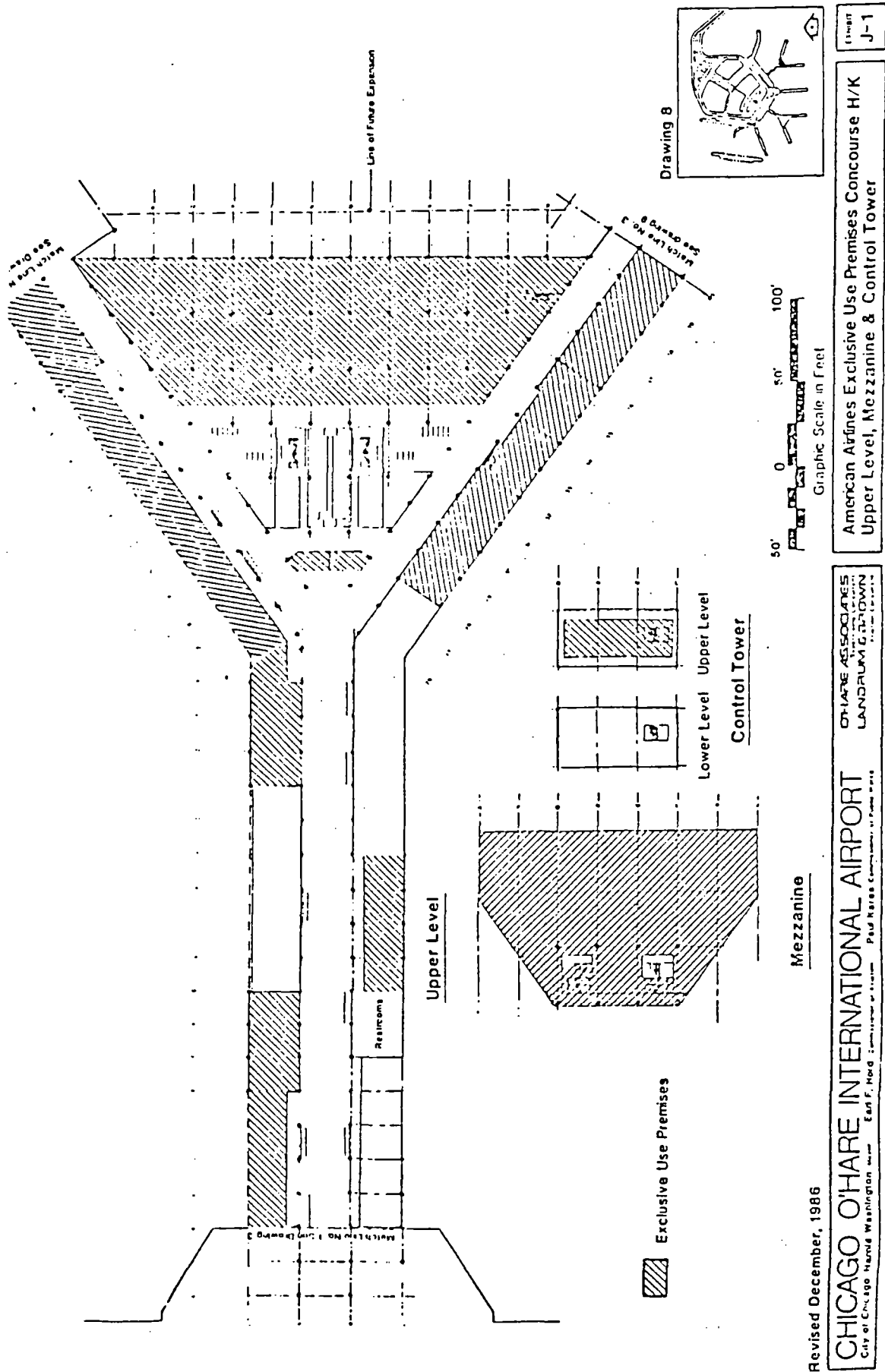


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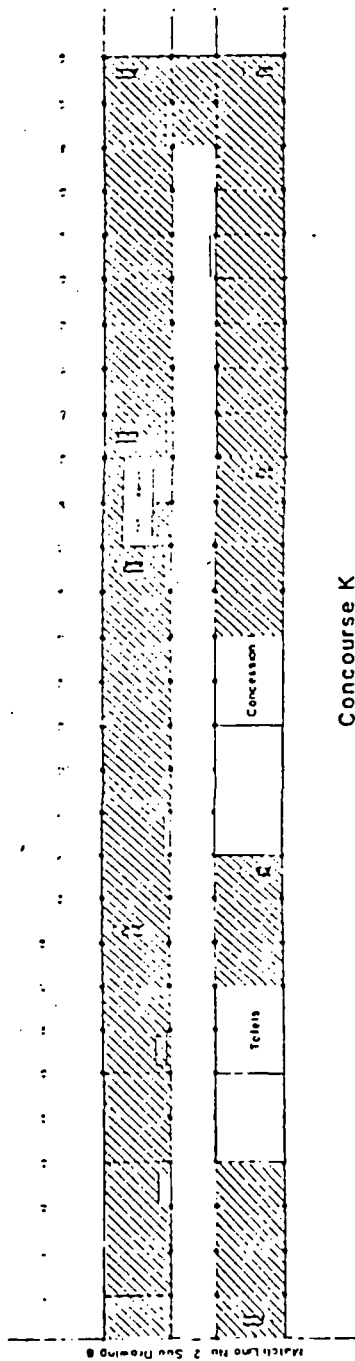
American Airlines Exclusive Use Premises  
Concourse H-K Apron Level

Revised December, 1986

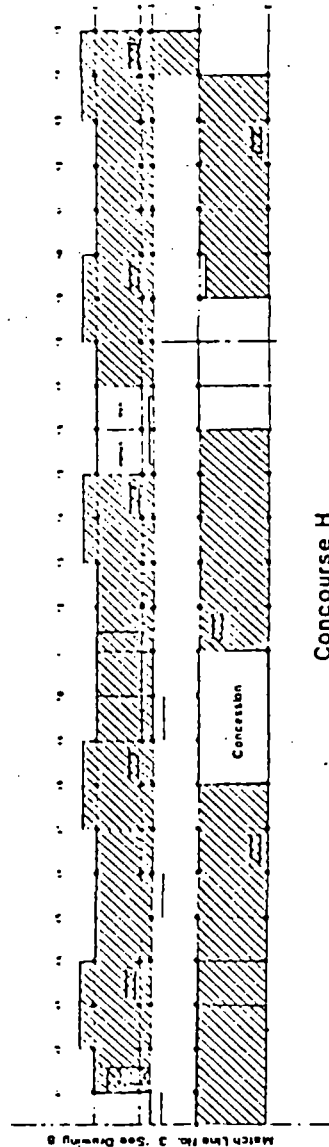
CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago, Harold Washington Mayor, Earl F. Hurd, Commissioner of Aviation, Paul H. Rose, Chairman, Board of Airport Commissioners  
O'HARE ASSOCIATES  
LANDMARK CONSULTANTS  
1111 North Dearborn Street, Suite 200, Chicago, Illinois 60610







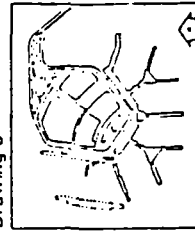
Concourse K



Concourse H

Exclusive Use Premises

Drawing 9



50' 0 50' 100'  
Graphic Scale in Feet

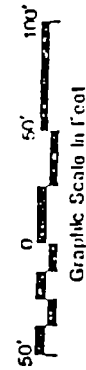
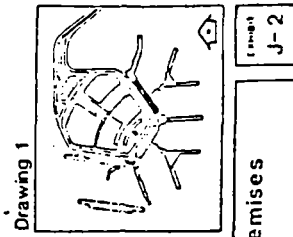
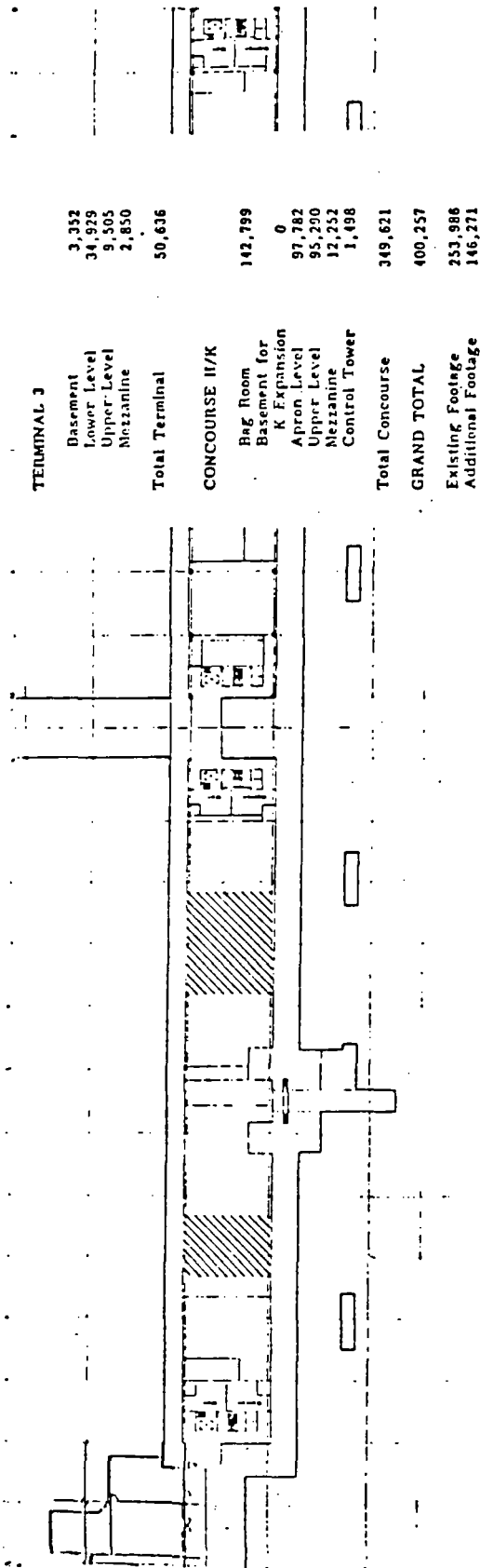
Revised December, 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago, Mayor Washington, Mayor  
East F. Nord, Commissioner of Aviation, Paul Baker, Commissioner of Finance

CH-1428 ASSOCIATES  
LANDSCAPE ARCHITECTS  
1111 N. LAKE STREET, SUITE 100  
CHICAGO, ILL. 60610

American Airlines Exclusive Use Premises  
Concourse H/K Upper Level

Sheet  
J-1



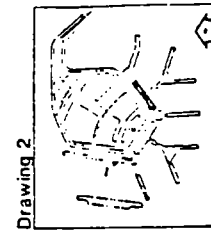
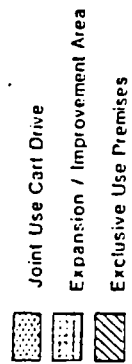
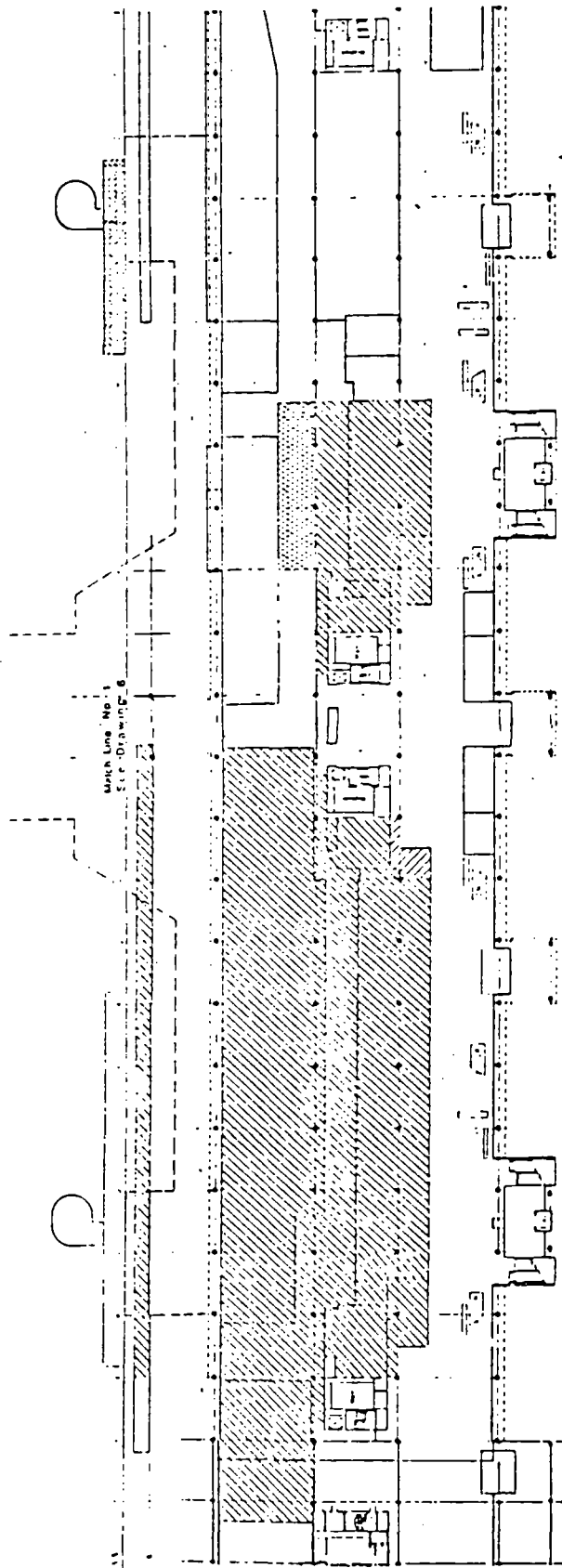
revised December, 1986

**CHICAGO O'HARE INTERNATIONAL AIRPORT**

City of Chicago Herald Washington, Inc. Earl F. Hord, Commissioner of Aviation Paul K. Rose, Commissioner of Finance

CHAPPEL ASSOCIATES  
LANDRUM & BROWN  
ARCHITECTS

**American Airlines Exclusive Use Premises**  
**Terminal 3 Basement**



Revised December, 1986

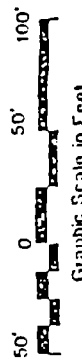
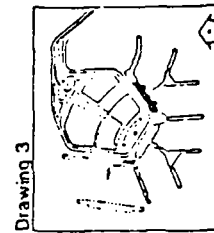
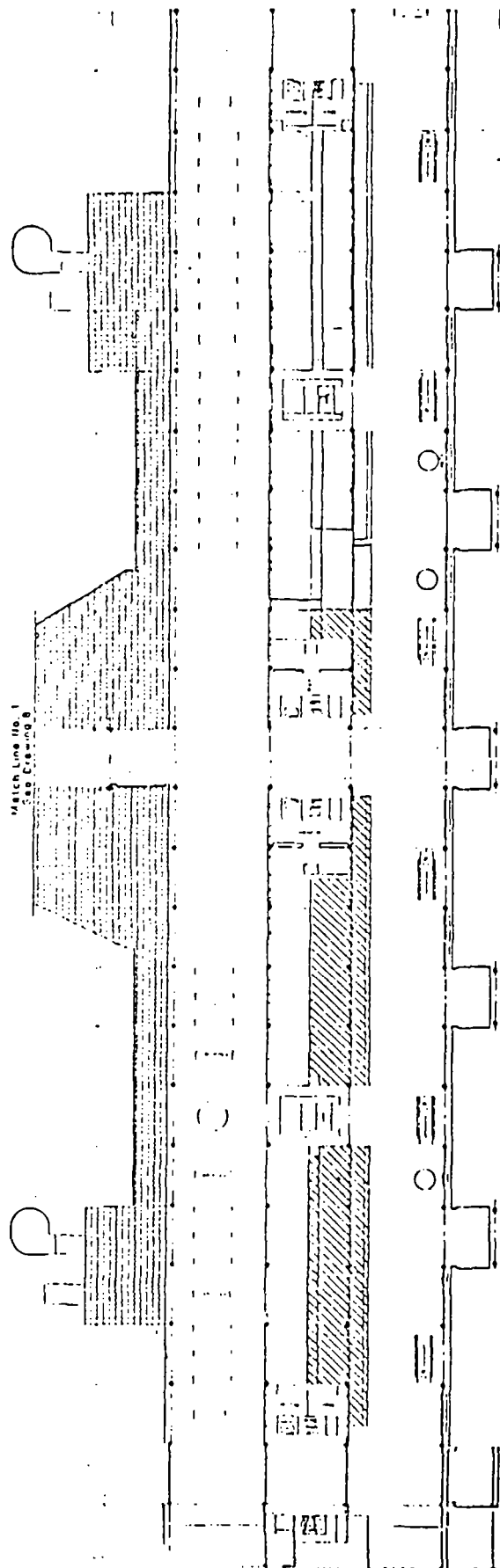
CHICAGO O'HARE INTERNATIONAL AIRPORT

CITY OF CHICAGO - Mayor Washington - Earl F. Nord - Commissioner of Public Works - Paul Kates - Director of Planning -



CHICAGO ASSOCIATES  
LANDRUM & BROWN  
ARCHITECTS

American Airlines Exclusive Use Premises  
Terminal 3 Lower Level

J-2



Graphic Scale in Feet

-  Expansion / Improvement Area
-  Exclusive Use Premises

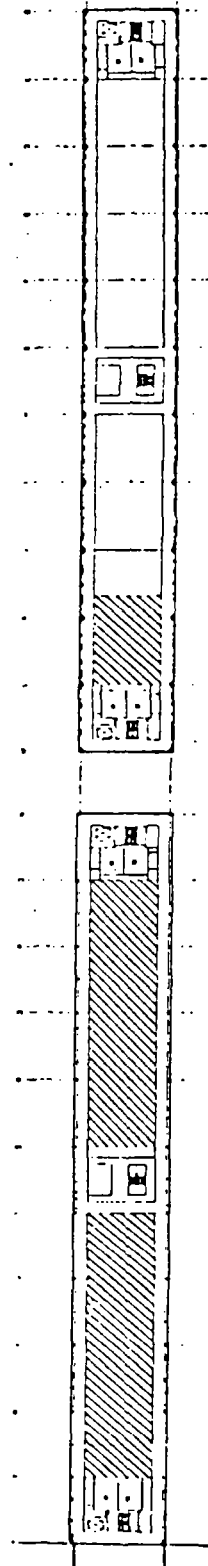
Revised December, 1986


**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
City of Chicago Harold Washington Mayor Earl F. Mad

**OTYARE ASSOCIATES**  
LANDSCAPE ARCHITECTS

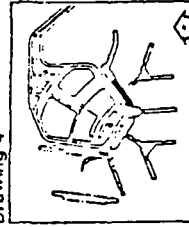
**American Airlines Exclusive Use Premises**  
**Terminal 3 Upper Level**

J-2



 Exclusive Use Premises

Drawing 4



50' 0 50' 100'  
Graphic Scale in Feet

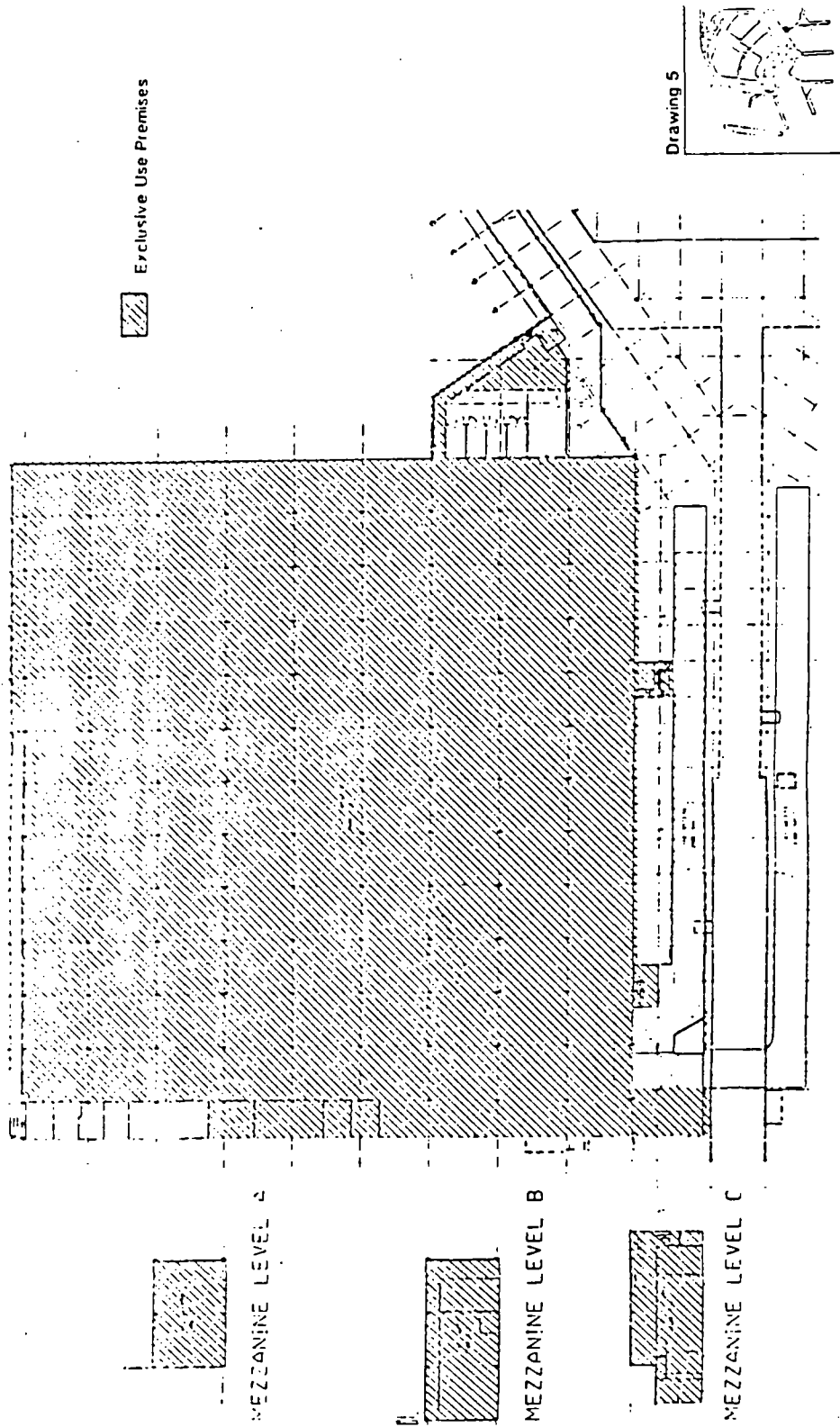
Sheet  
J-2

American Airlines Exclusive Use Premises  
Terminal 3 Mezzanine

OTIARE ASSOCIATES  
LANDRUM & BROWN  
ARCHITECTS

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago, Harold Washington Mayor  
East F. Nord Commission of Planning and Development

Revised December, 1986

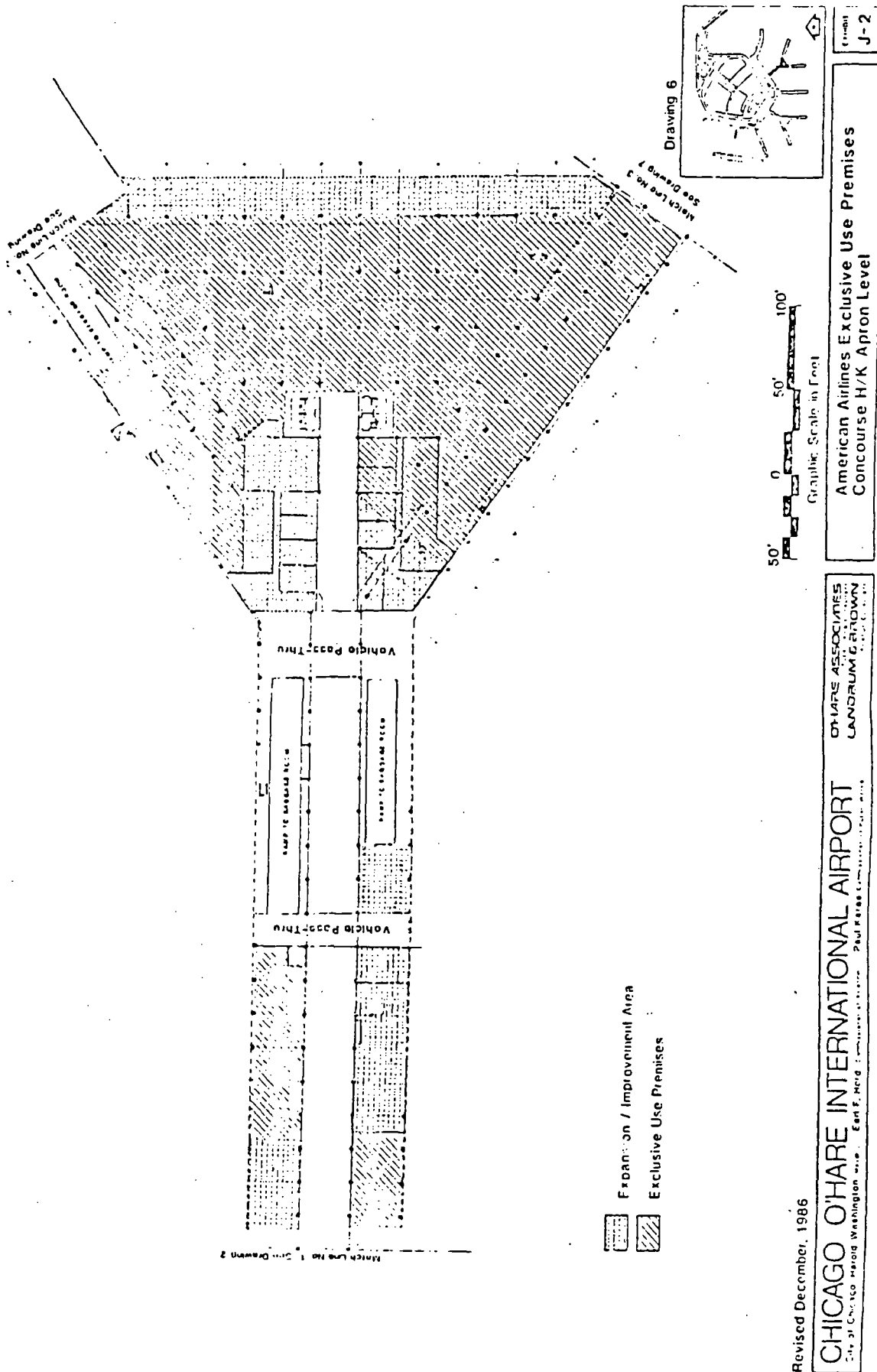


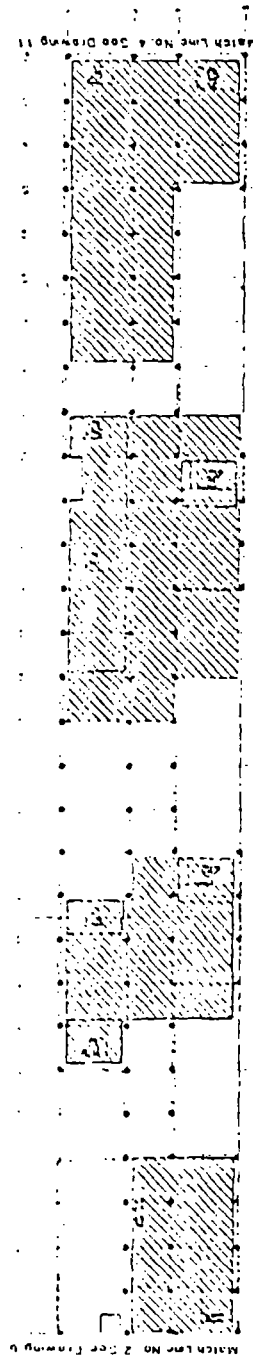
Revised December, 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago, Harold Washington Mayor

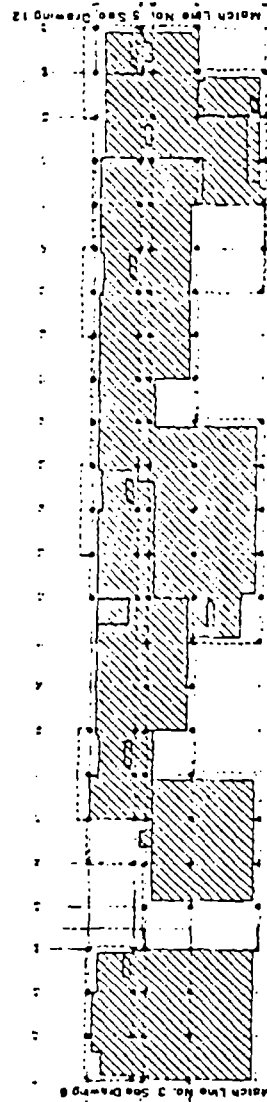
OTIARE ASSOCIATES  
LANDSCAPE ARCHITECTS  
P.O. Box 1000  
Chicago, Illinois 60601

American Airlines Exclusive Use Premises  
Concourse H/K Underground Bag Room





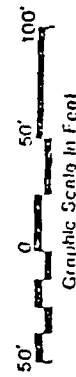
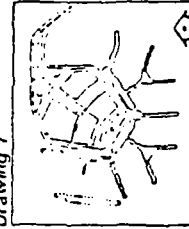
Concourse K



Concourse H

Exclusive Use Premises

Drawing 7



Revised December, 1986

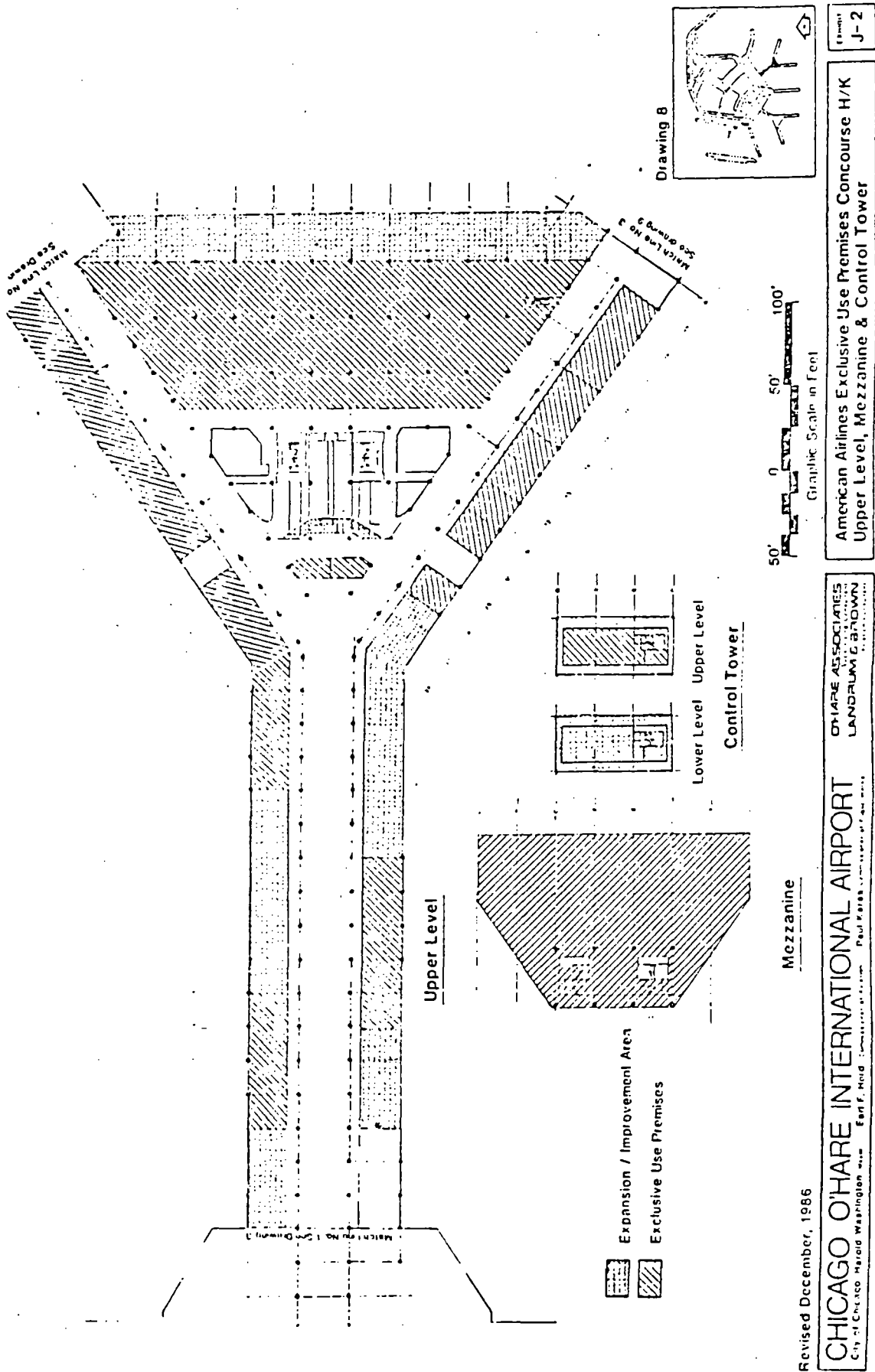
**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
City of Chicago Harold Washington Mayor

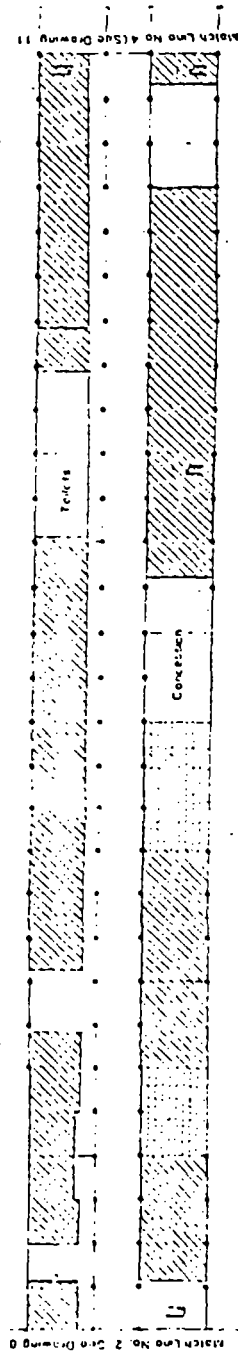
OTI & ASSOCIATES  
LANDRUM BROWN  
ARCHITECTS

American Airlines Exclusive Use Premises  
Concourse H-K Apron Level

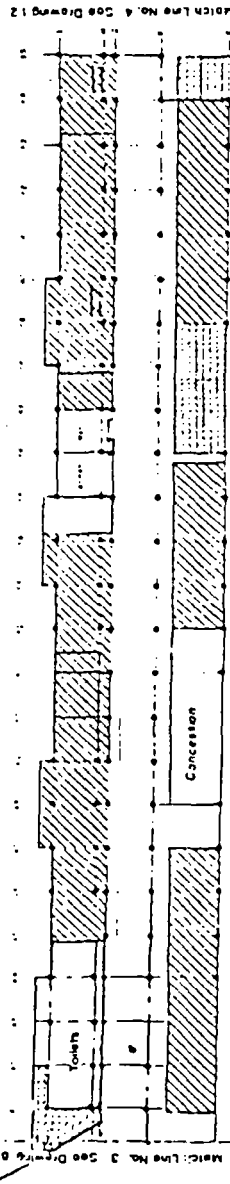
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J-2







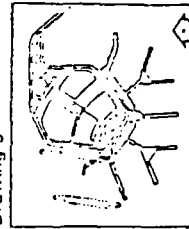
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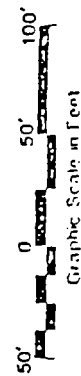
Concourse H

Expansion / Improvement Area  
Exclusive Use Premises

Drawing 9



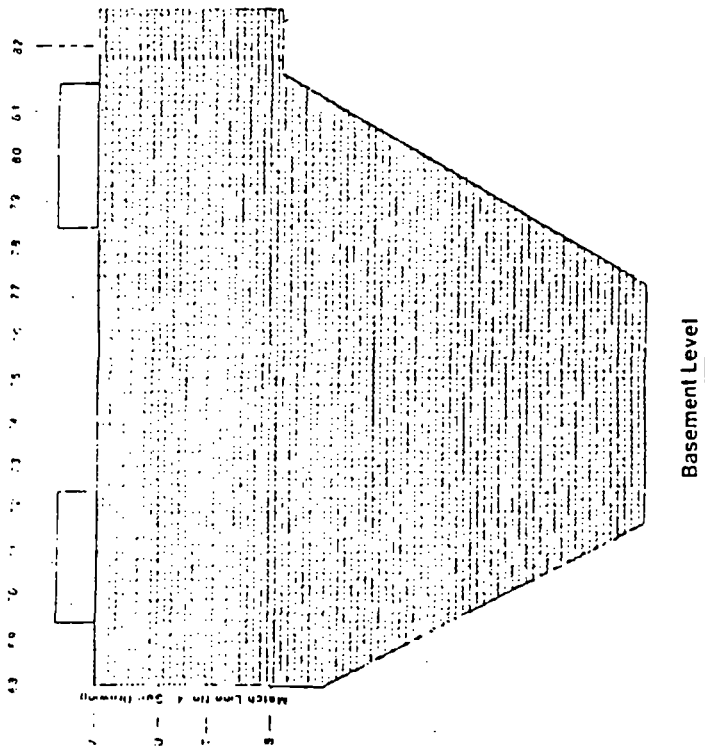
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Revised December, 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago Harold Washington Mayor  
Earl F. Mord  
OTI ARE ASSOCIATES  
LANDRUM BROWN  
Paul Kates

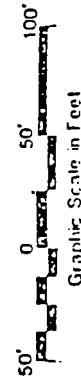
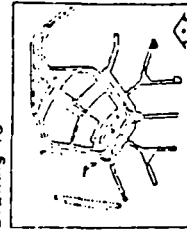
American Airlines Exclusive Use Premises  
Concourse H/K Upper Level



Expansion / Improvement Area  
To Be Constructed

Basement Level

Drawing 10

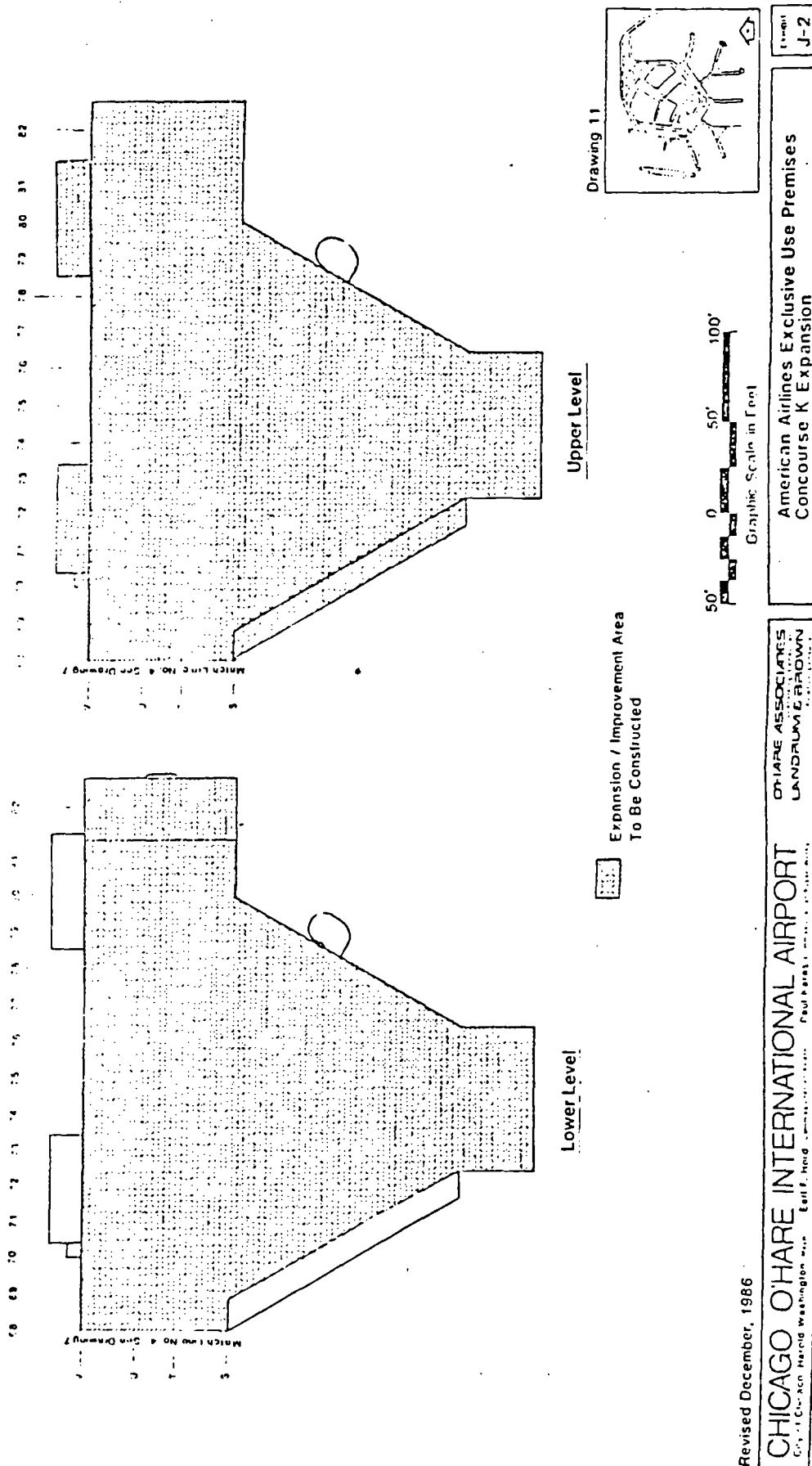


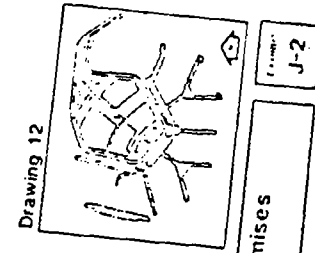
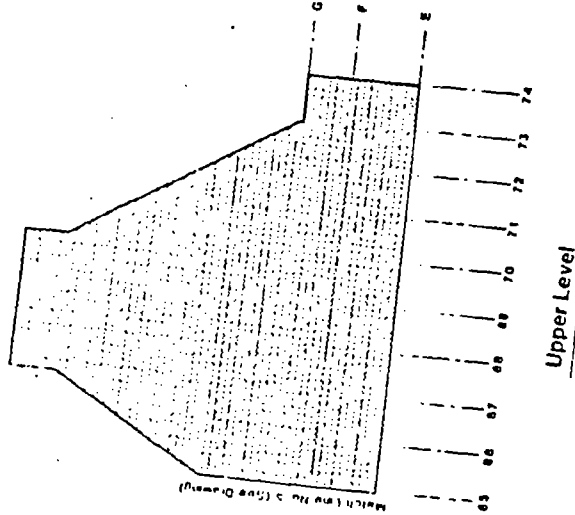
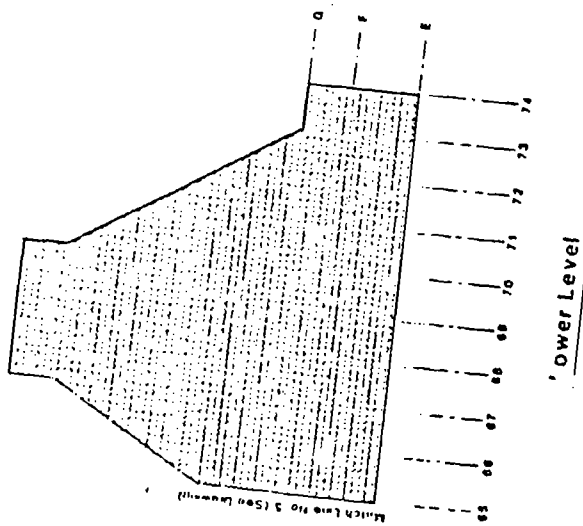
Revised December, 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago, Harold Washington Mayor  
OTIARE ASSOCIATES  
LANDSCAPE ARCHITECTS  
P.O. BOX 111111, CHICAGO, ILL. 60611

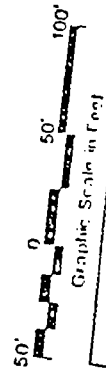
American Airlines Exclusive Use Premises  
Concourse K Expansion

J-2





Expansion / Improvement Area  
To Be Constructed



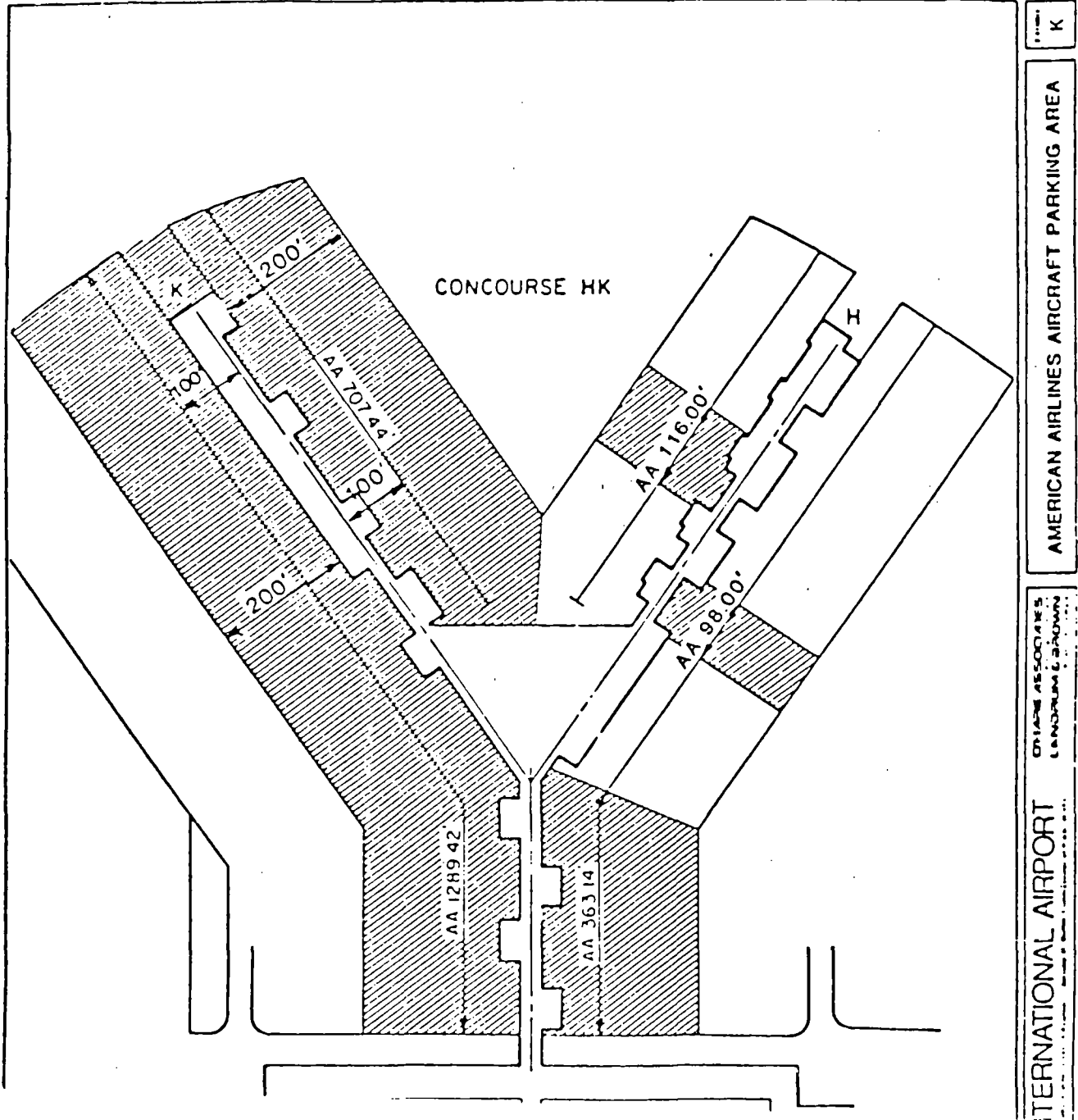
American Airlines Exclusive Use Premises  
Concourse H Expansion

J-2

Revised December, 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago, Harold Washington, Mayor  
Office of the Mayor, Department of Transportation  
Planning and Development Division  
DYARE ASSOCIATES  
LANDRUM & BROWN  
ARCHITECTS

Exhibit C  
(1 Page)



K

AMERICAN AIRLINES AIRCRAFT PARKING AREA

CHAS ASSOCIATES  
LANDSCAPE ARCHITECTS

INTERNATIONAL AIRPORT

Exhibit D  
(1Page) -

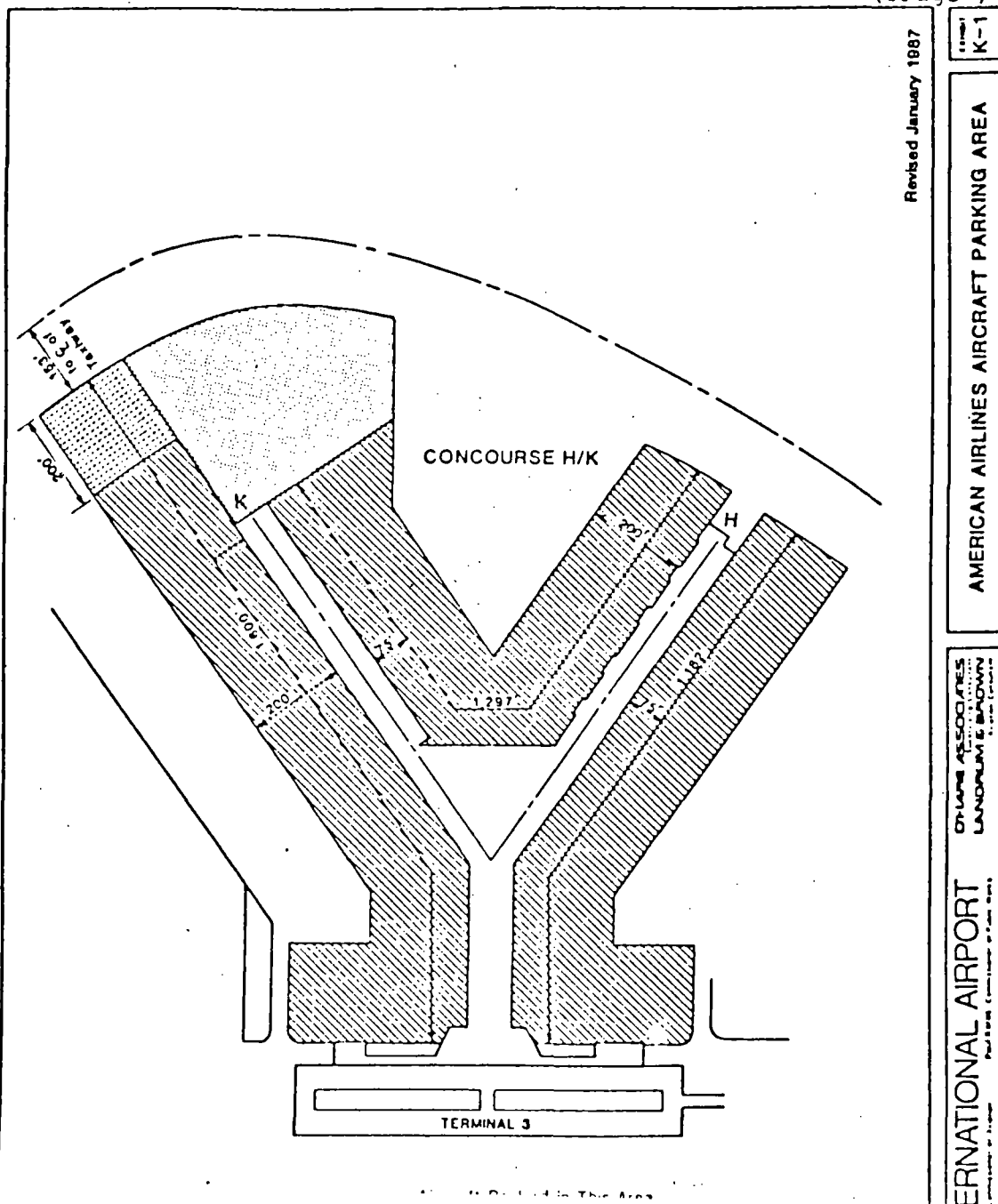


Exhibit E  
(1 Page)

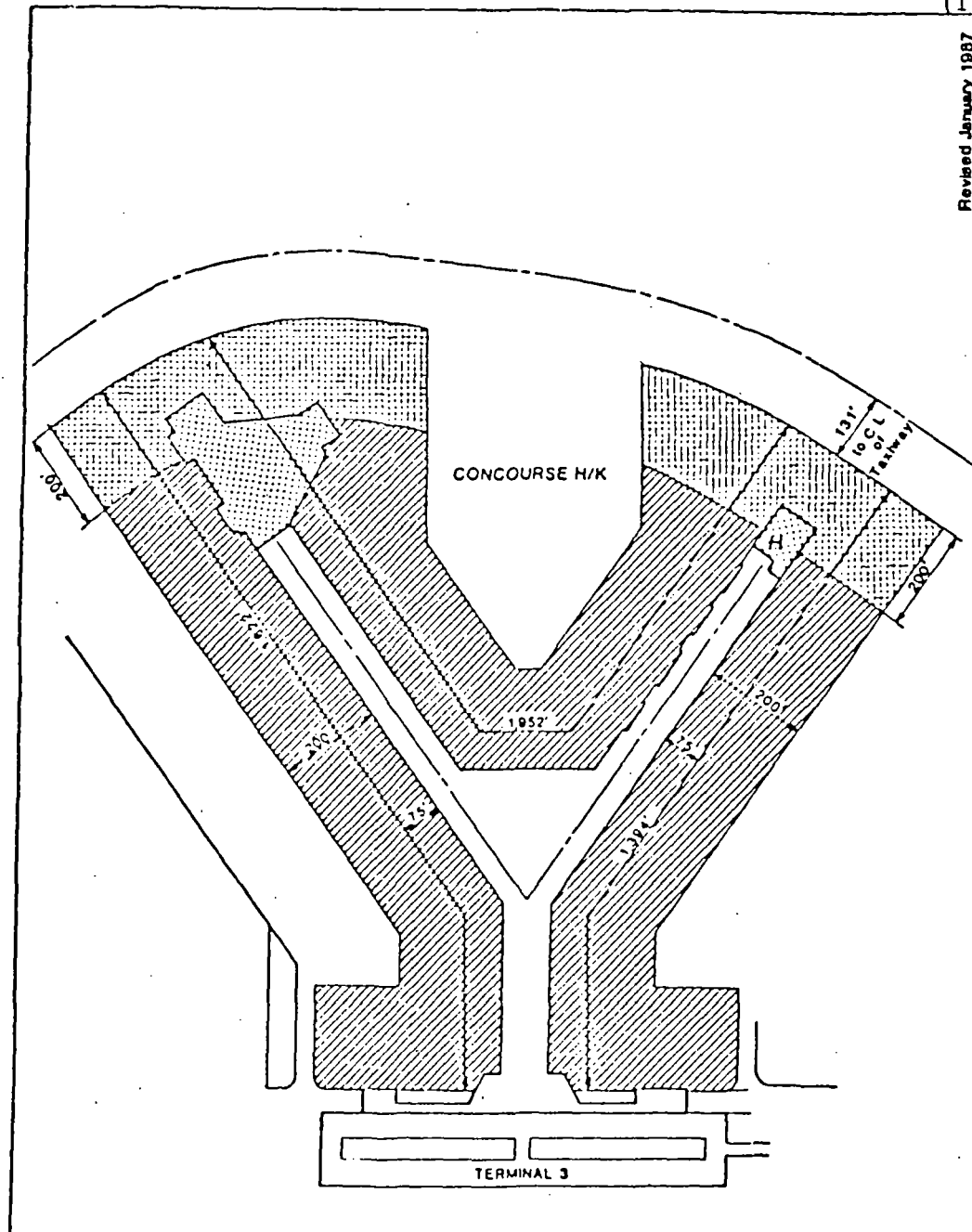
Revised January 1987

**X-2**

AMERICAN AIRLINES AIRCRAFT PARKING AREA

**OTIUM ASSOCIATES**  
LANDRUM & BROWN  
P.O. Box 100000  
Dallas, Texas 75220

**INTERNATIONAL AIRPORT**  
 5000 Airport Blvd. • Dallas, Texas 75241 • Tel. 214/343-3333 • Fax 214/343-3333





(Continued from page 40513)

SECTION 1. The amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, attached hereto between the City and USAir, Incorporated is hereby authorized and approved. The Mayor, the Comptroller and the Commissioner of the Department of Aviation are hereby authorized to execute the amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Amendment to Amended and Restated Airport Use Agreement and Terminal Facilities Lease attached to this ordinance reads as follows:

This Amendment to Amended and Restated Airport Use Agreement and Terminal Facilities Lease made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and USAir, Inc., a corporation organized and existing under the laws of the State of Delaware ("Airline").

*Witnesseth:*

Whereas, City and Airline have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Use Agreement"); and

Whereas, it is necessary and advisable to amend the Use Agreement in certain respects:

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. Paragraph (b) of Section 4.02 of the Use Agreement is hereby amended to read as follows:

"(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise 11,826 square feet, of which 11,826 square feet shall be deemed Airline's Existing Footage and 0 square feet shall be deemed Airline's Additional Footage."

Section 2. Exhibits J-1 and K-1, copies of which are attached hereto as Exhibits A and B, respectively, are hereby substituted for Exhibits J-1 and K-1 attached to the Use Agreement.

Section 3. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment to be executed on its behalf by its \_\_\_\_\_ President and its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibits A and B attached to this lease read as follows:

*Exhibit A.*

*Airline's Phase II Exclusive Use Premises.*

USAir Amended  
(December 1986)

(a) City and Airline agrees that Airline's Phase II Exclusive Use Premises in Terminal Building No. 3 and Concourse G, which are depicted in the Drawings of this Exhibit J-1, shall comprise approximately 17,798 square feet, of which 15,014 square feet shall be deemed Airline's Existing Footage, and approximately 2,784 square feet shall be deemed Airline's Additional Footage, which designation may be changed pursuant to subparagraph (b) below.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises are subject to change and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendments shall be made to this Exhibit J-1.

(c) City agrees that it will use its best efforts in resolving the final building space arrangements with all tenants to provide Airline with the baggage service office of 150 square feet on the lower level of the Terminal Building in reasonable proximity to Airline's baggage claim area.

[Exhibit J-1 attached to this Exhibit A printed on  
pages 40541 through 40544 of this Journal.]

*Exhibit B.*

*Airline's Phase II Exclusive Aircraft Parking Area.*

USAir

(a) Subsequent to completion of construction of the Inner/Outer Taxiway Relocation (ADP Project AF-5), City and Airline agree that Airline's Phase II Aircraft Parking Area shall be amended without further action to consist of 384 linear feet of ramp frontage as shown on Exhibit K-1.

[Exhibit K-1 attached to this Exhibit B printed on  
page 40545 of this Journal.]

---

EXECUTION OF AMENDMENT TO AMENDED AND RESTATED  
AIRPORT USE AGREEMENT AND TERMINAL  
FACILITIES LEASE WITH NORTHWEST  
AIRLINES, INCORPORATED.

The Committee on Aviation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance authorizing the approval and execution of an amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, between the City of Chicago and Northwest Airlines, Incorporated, (which was referred on February 27, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

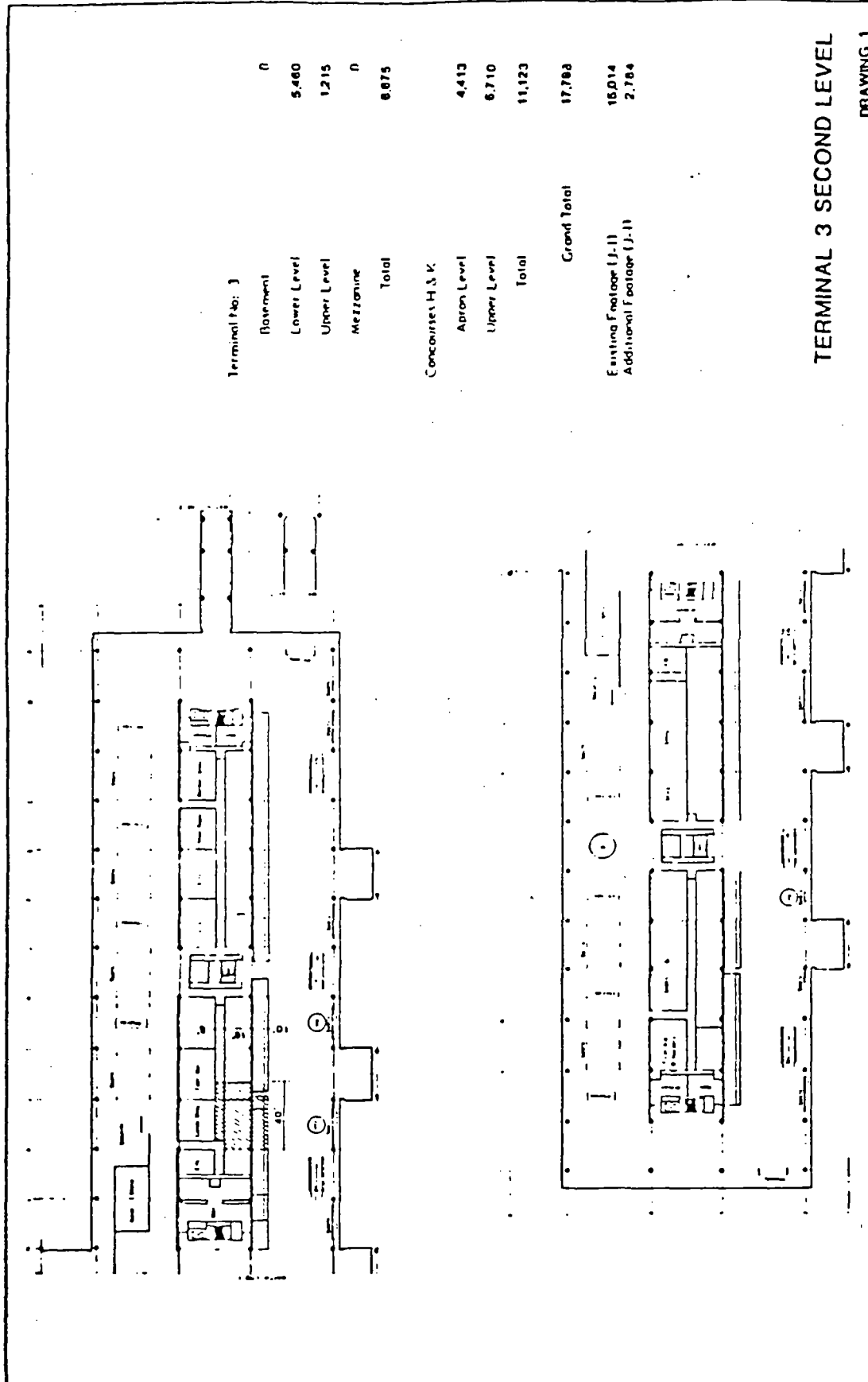
This recommendation was concurred in by 6 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) JESUS G. GARCIA,  
*Chairman.*

On motion of Alderman Garcia, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

(Continued on page 40546)

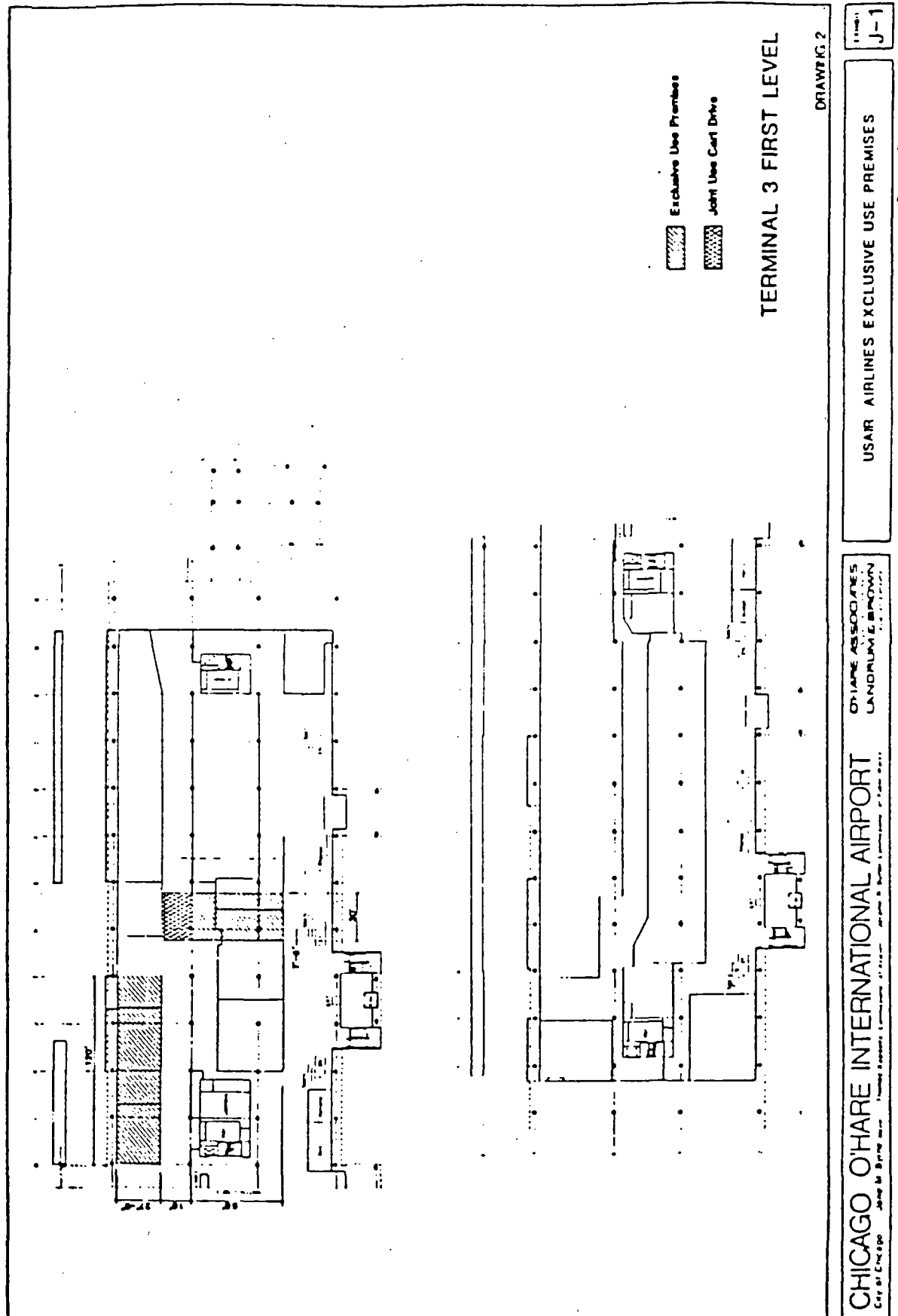


USAIR AIRLINES EXCLUSIVE USE PREMISES

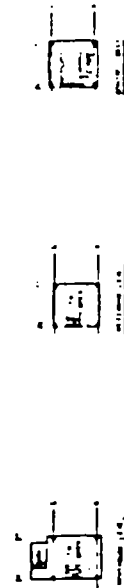
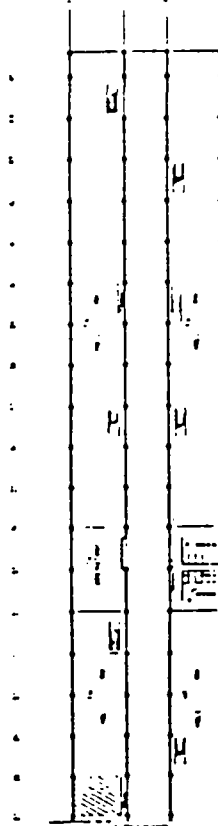
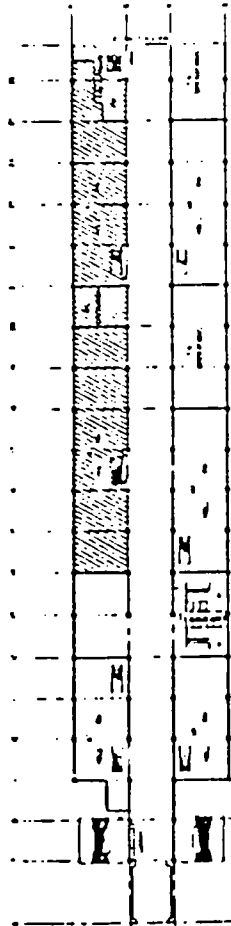
DYLAN ASSOCIATES  
LANDMARK E BROWNCHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago  
James J. Buckley, Mayor  
Thomas J. Bradley, Commissioner of Public Works  
James J. Buckley, Mayor  
Thomas J. Bradley, Commissioner of Public Works

J-1

Revised December 1986



**AIRLINES HOLD AREA**  
(Second Floor Concourse G)



DRAWING 3

J-1

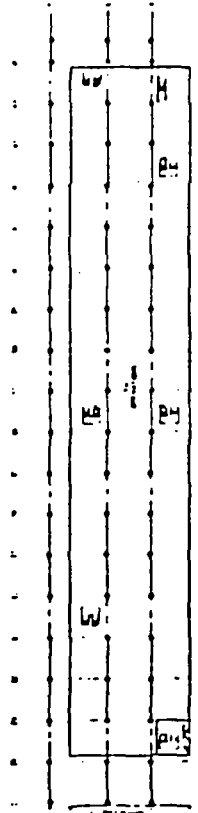
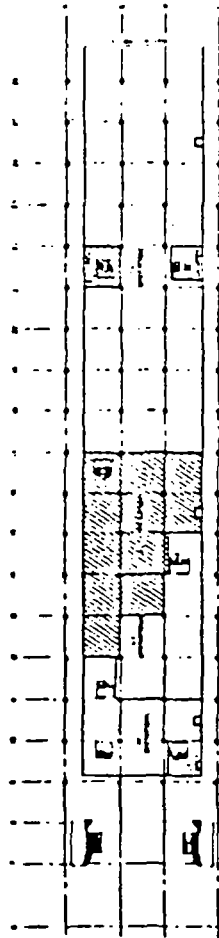
USAIR AIRLINES EXCLUSIVE USE PREMISES

Revised December 1986

CHARE ASSOCIATES  
LANDRUM E. BROWN

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
City of Chicago

# AIRLINES OPERATIONS AREA (First Floor Concourse G)



DRAWING 4 1 of 1

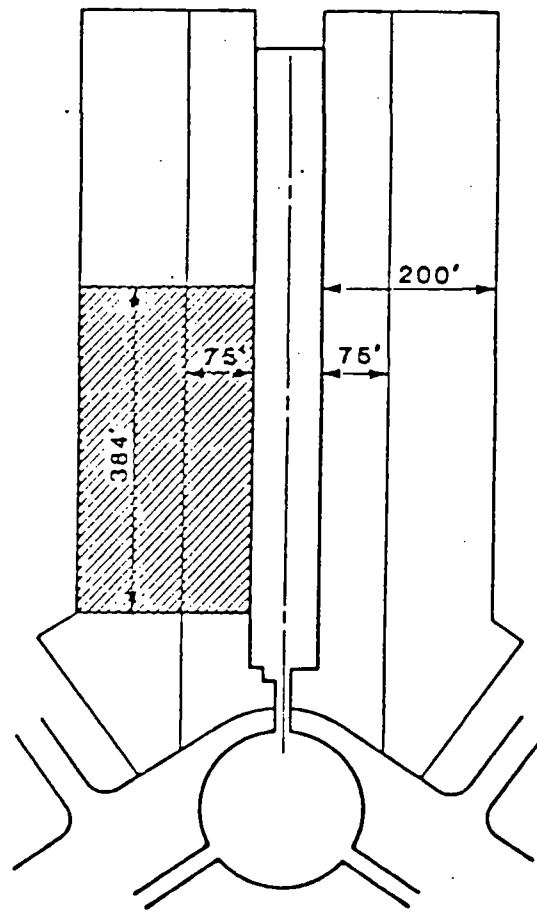
J-1

USAR AIRLINES EXCLUSIVE USE PREMISES

Revised December 1980

O'HARE ASSOCIATES  
LANDPLANNING & DESIGNCHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago, Illinois  
James M. Barry, Mayor  
Thomas H. Daley, President of the Board of Directors of the City of Chicago

CONCOURSE G



 EXCLUSIVE AIRCRAFT PARKING AREA  
384' LINEAR FEET OF RAMP FRONTAGE

X-1

USAF Aircraft Parking Area

ALL INFORMATION CONTAINED  
HEREIN IS UNCLASSIFIED  
DATE 05-20-2010 BY 60322  
UCBAW

**CHICAGO O'HARE INTERNATIONAL AIRPORT**  
City of Chicago    Airport Authority    Terminal Building    Runways & Taxiways    Air Traffic Control    Customs & Border    Security    Police    Fire    Ground Support    Maintenance    Construction    Utilities    Transportation    Parking    Other



(Continued from page 40540)

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease, attached hereto between the City and Northwest Airlines, Incorporated is hereby authorized and approved. The Mayor, the Comptroller and the Commissioner of the Department of Aviation are hereby authorized to execute the amendment to the Amended and Restated Airport Use Agreement and Terminal Facilities Lease in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Amendment to Amended and Restated Airport Use Agreement and Terminal Facilities Lease attached to this ordinance reads as follows:

This Amendment to Amended and Restated Airport Use Agreement and Terminal Facilities Lease made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City") and Northwest Airlines, Inc., a corporation organized and existing under the laws of the State of Minnesota ("Airline").

*Witnesseth:*

Whereas, City and Airline have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Use Agreement"); and

Whereas, it is necessary and advisable to amend the Use Agreement in certain respects;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Airline agree as follows:

Section 1. Exhibits J-1 and K, copies of which are attached hereto as Exhibits A and B, respectively, are hereby substituted for Exhibits J-1 and K attached to the Use Agreement.

Section 2. This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Amendment to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment to be executed on its behalf by its \_\_\_\_\_ President and its \_\_\_\_\_ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

Exhibit A attached to this lease reads as follows:

*Exhibit A.*

*Airline's Phase II Exclusive Use Premises.*

NW Amended  
(December 1986)

(a) City and Airlines agree that Airline's Phase II Exclusive Use Premises in Terminal Building No. 2 and Concourse E, which are depicted in the drawings of this Exhibit J-1, shall comprise approximately 100,655 square feet, of which 63,154 square feet shall be deemed Airline's Existing Footage, and approximately 37,501 square feet shall be deemed Airline's Additional Footage, which designation may be changed pursuant to subparagraph (b) below.

(b) City and Airline agree that the exact configuration of the Exclusive Use Premises are subject to change and refinements prior to Airline's Date of Beneficial Occupancy with regard thereto, which changes and refinements shall be subject to approval by City and Airline, and that when final decisions have been made and all necessary construction drawings are completed, appropriate amendment shall be made to this Exhibit J-1.

(c) City and Airline agree that demolition of Concourse D will not commence until Airline has occupied its Phase II Exclusive Use Premises in Concourse E.

[Exhibit J-1 attached to this Exhibit A printed on pages  
40548 through 40555 of this Journal.]

[Exhibit B attached to this lease printed on pages 40556  
through 40557 of this Journal.]

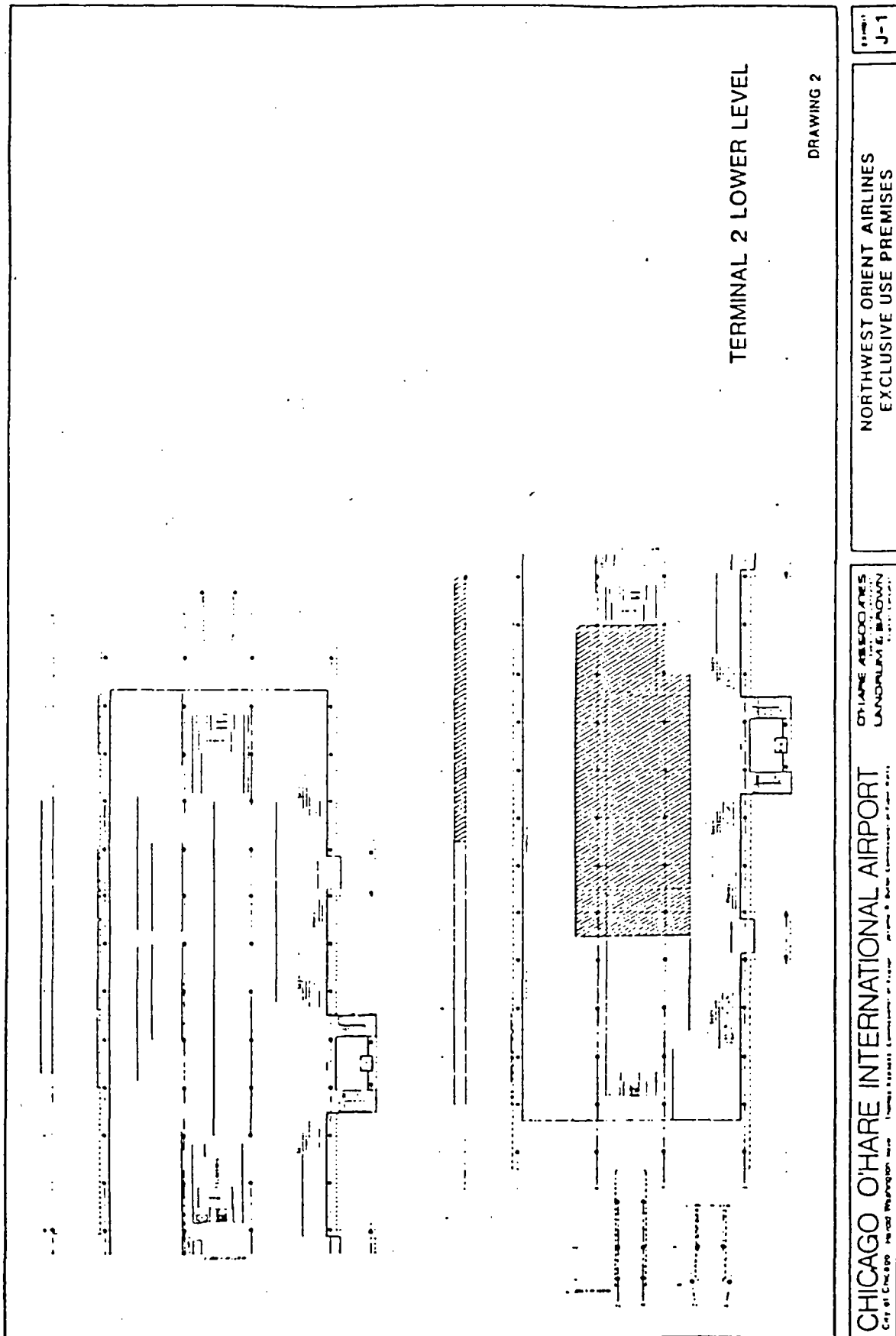
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TERMINATION OF AIRPORT USE AGREEMENT, LEASE OF  
TERMINAL FACILITIES AND FUELING SYSTEM  
LEASE WITH NORTH CENTRAL AIRLINES,  
INCORPORATED.

The Committee on Aviation submitted the following report:

(Continued on page 40557)







## TERMINAL 2 MEZZANINE LEVEL

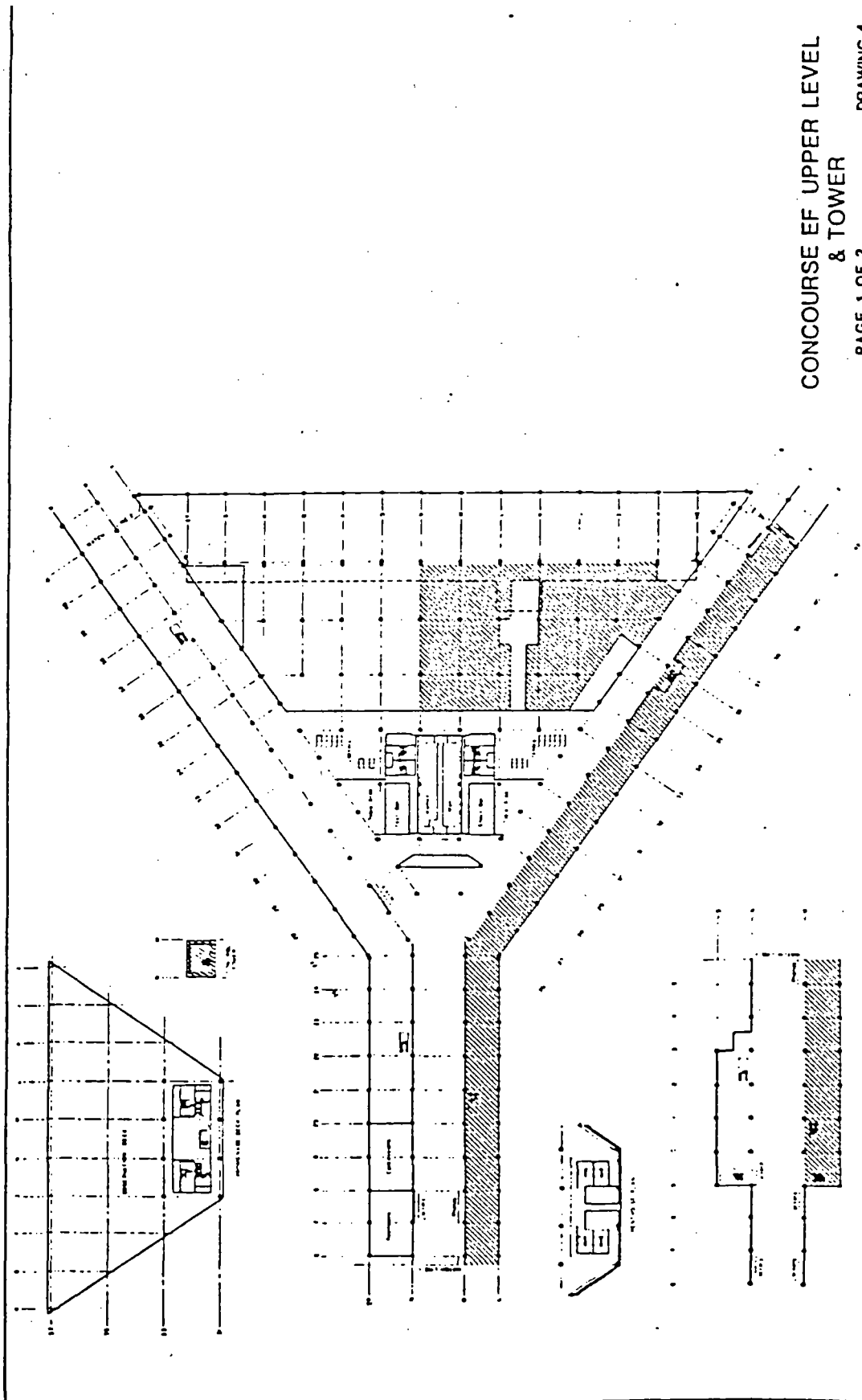
DRAWING 3

J-1

NORTHWEST ORIENT AIRLINES  
EXCLUSIVE USE PREMISES

Revised December 1986

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago, Department of Transportation, Office of the Director of Airports  
CHICAGO ASSOCIATES  
LAND PLANNING & DESIGN



CONCOURSE EF UPPER LEVEL  
& TOWER

PAGE 1 OF 2 DRAWING 4

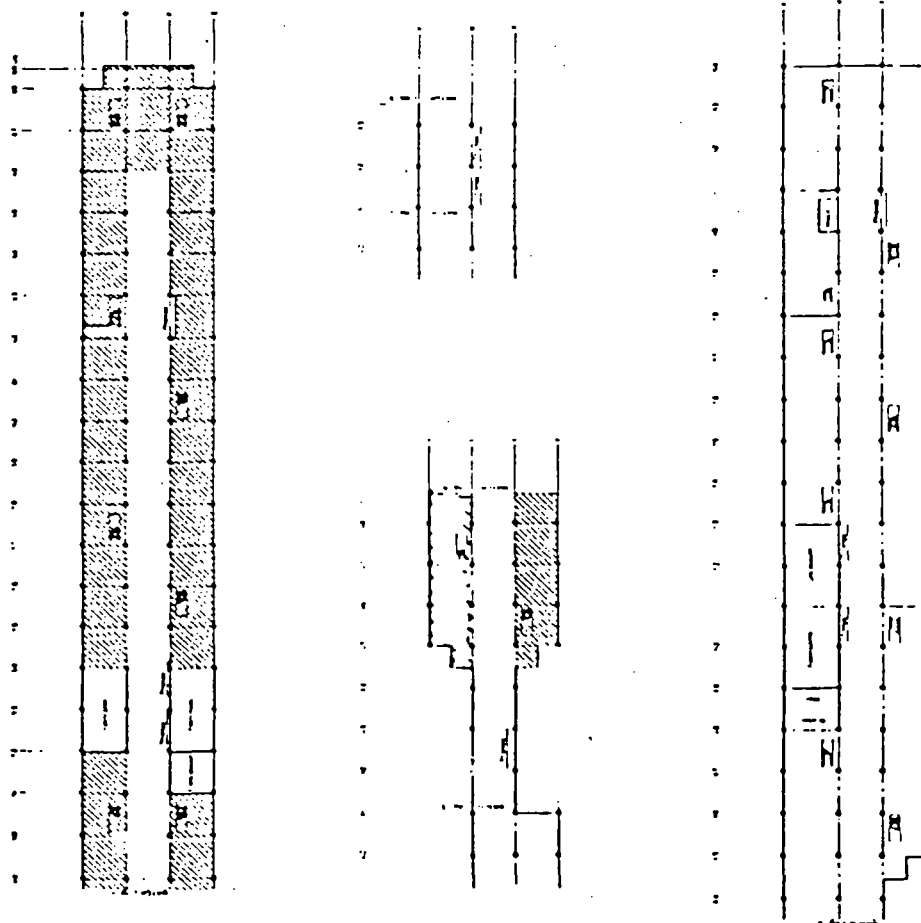
J-1

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

Revised December 1986

CHAIKIN ASSOCIATES  
LANDRUM & BROWN

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago, Illinois Department of Transportation, Planning & Development Division



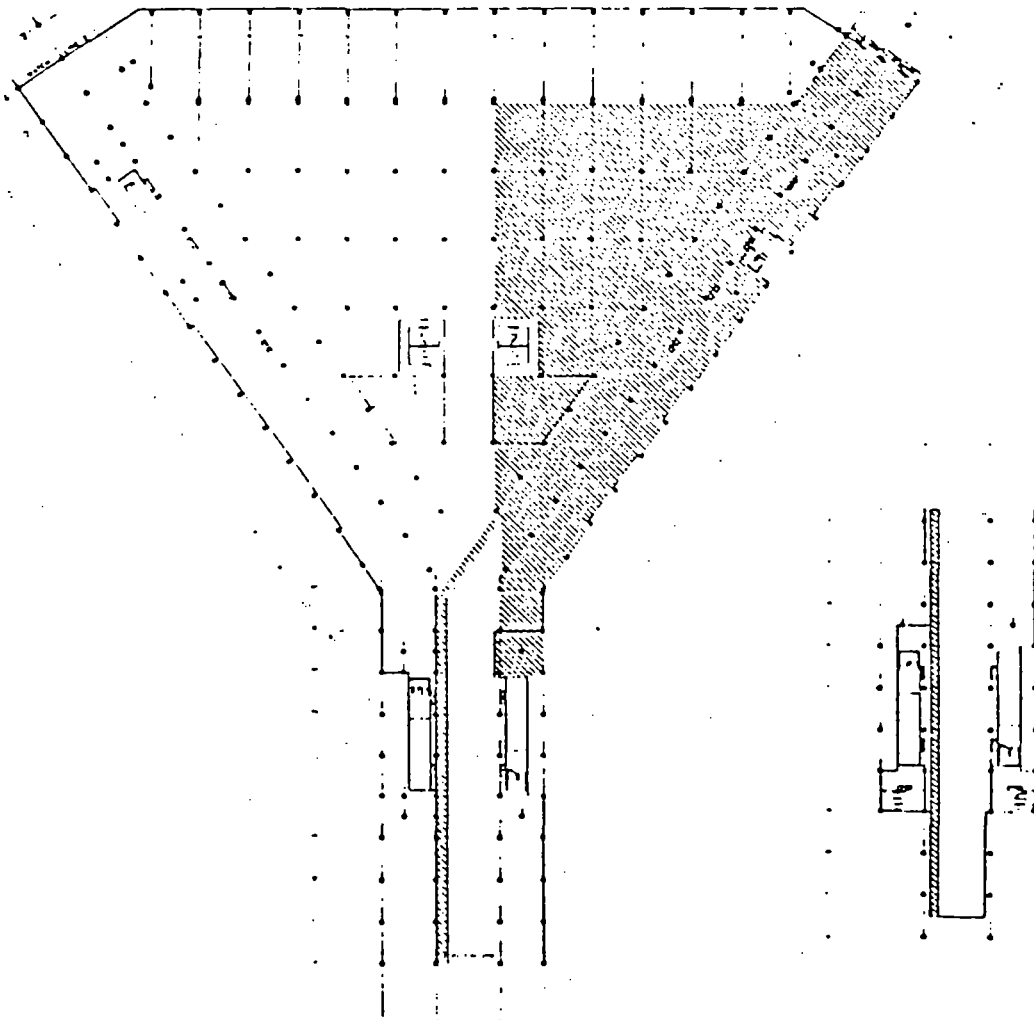
CONCOURSE EF UPPER LEVEL

PAGE 2 OF 2

NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES

[illegible]

Revised December 1986



CONCOURSE EF APRON LEVEL

PAGE 1 OF 2      DRAWING 5

15

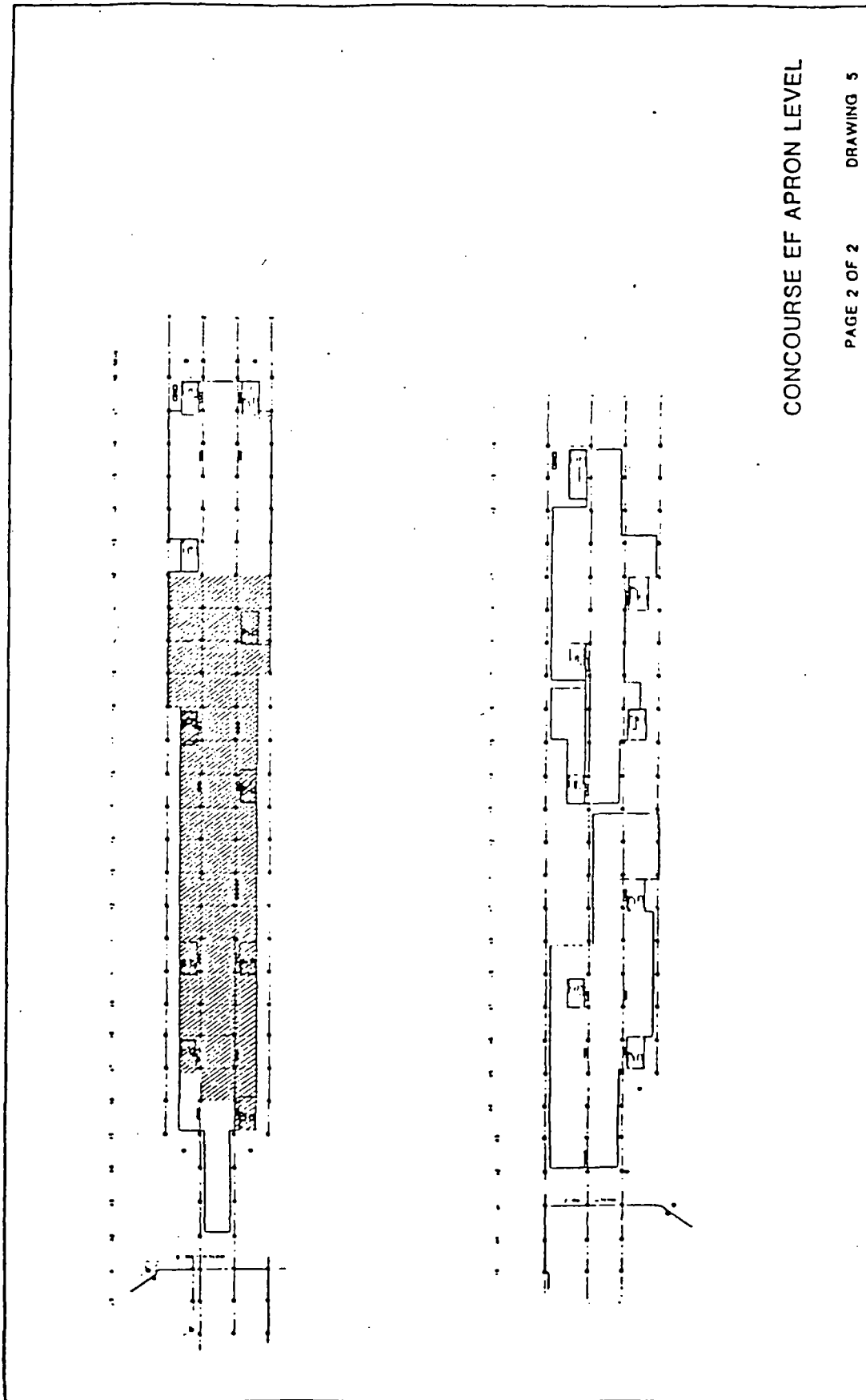
**NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES**

Revised December 1980

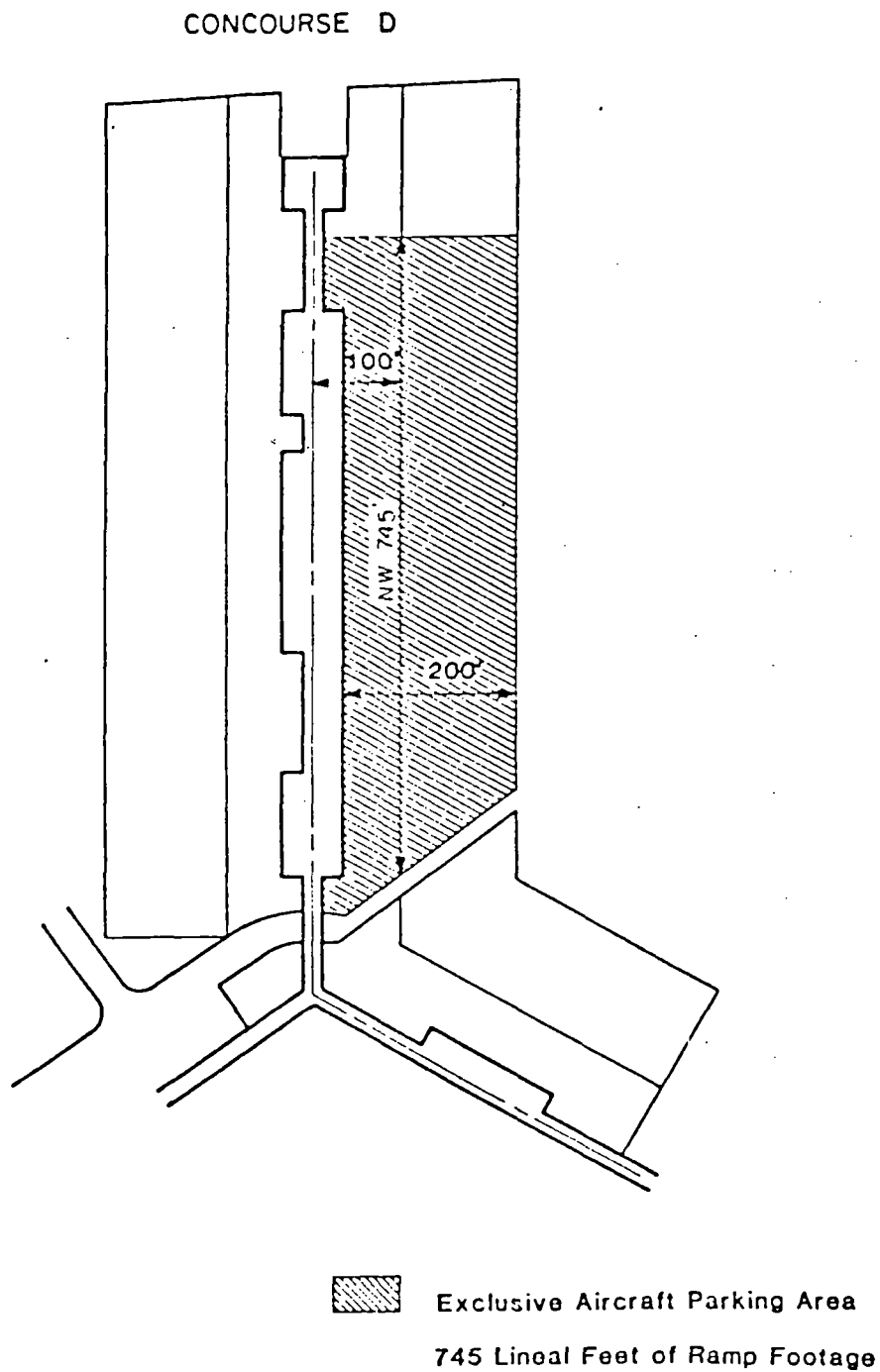
OTIARE ASSOCIATES  
LANDRUM & BROWN

# CHICAGO O'HARE INTERNATIONAL AIRPORT





CHICAGO O'HARE INTERNATIONAL AIRPORT City of Chicago    1700 North Dearborn Street    Chicago, Illinois 60642	CHURCH ASSOCIATES LANDSCAPE ARCHITECTS 1700 North Dearborn Street    Chicago, Illinois 60642	NORTHWEST ORIENT AIRLINES EXCLUSIVE USE PREMISES	1 3-1 Revised December 1986
--	--	---	-----------------------------------



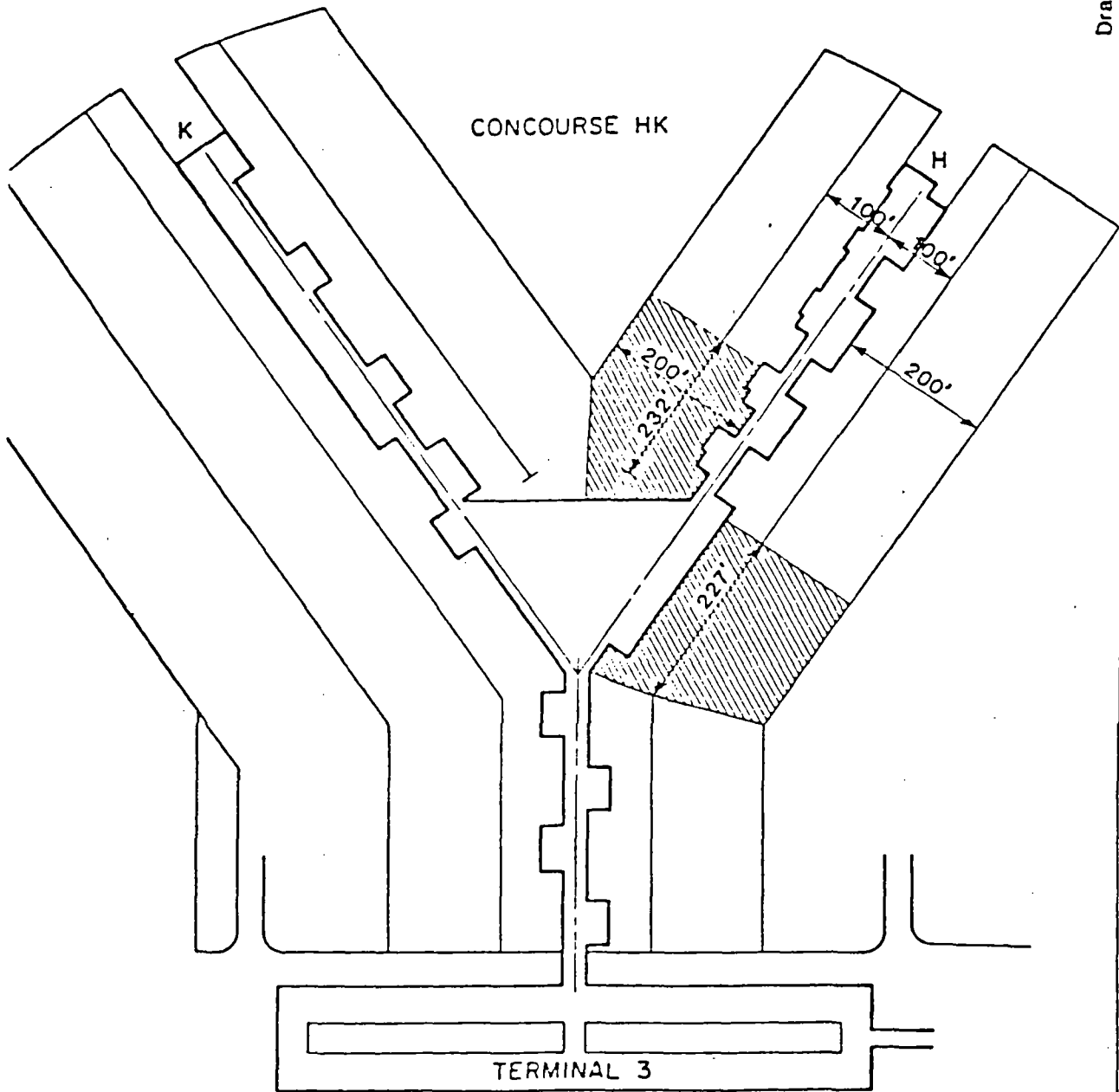
Drawing 1

K

NORTHWEST AIRLINES AIRCRAFT PARKING AREA

O'HARE ASSOCIATES  
LANDSCAPE ARCHITECTS

CHICAGO O'HARE INTERNATIONAL AIRPORT  
City of Chicago  
James M. Byrne, Mayor  
Thomas R. Byrne, Commissioner of Public Works  
John J. Byrne, Deputy Commissioner of Public Works



Drawing 2

NORTHWEST AIRLINES AIRCRAFT PARKING AREA

OTIARRE ASSOCIATES  
LANDRUM & BROWN

CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Annual Registration Map - Terminal Building (Construction of Phase 2000)

K

(Continued from page 40547)

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration an ordinance providing for the termination of the Airport Use Agreement, the Lease of Terminal Facilities and the Fueling System Lease all of which are dated as of January 1, 1959 between the City of Chicago and North Central Airlines, Inc., and its successors, (which was referred on February 27, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) JESUS G. GARCIA,  
*Chairman.*

On motion of Alderman Garcia, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Termination Agreement attached hereto between the City and Northwest Airlines, Inc. is hereby authorized and approved. The Mayor, the Comptroller and the Commissioner of the Department of Aviation are hereby authorized to execute the Termination Agreement in substantially the form attached hereto and the City Clerk is authorized to attest and affix the seal of the City of Chicago, after approval by the Corporation Counsel as to form and legality.

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

Termination Agreement attached to this ordinance reads as follows:

This Termination Agreement ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and Northwest Airlines, Inc., a Minnesota corporation ("Northwest").

*Witnesseth:*

Whereas, City owns and operates Chicago-O'Hare International Airport (the "Airport"); and

Whereas, City and North Central Airlines, Inc. ("North Central") entered into (i) an Airport Use Agreement dated as of January 1, 1959 (the "1959 Airport Use Agreement") in respect of North Central's use of the Airport, and (ii) a Lease of Terminal Facilities dated as of January 1, 1959, as amended (the "1959 Terminal Lease") leasing certain premises in Terminal 3 at the Airport to North Central (the 1959 Airport Use Agreement and the 1959 Terminal Lease are collectively referred to herein as the "1959 Agreements"); and

Whereas, City, North Central and various other airlines (North Central and such other airlines are hereinafter referred to as the "Lessees") operating at the Airport entered into a Fueling System Lease dated January 1, 1959 (the "1959 Fueling Lease") leasing to the Lessees as tenants-in-common certain premises at the Airport for the operation of an aircraft fueling system; and

Whereas, Republic Airlines, Inc. ("Republic") was a successor to North Central; and

Whereas, Republic and American Airlines, Inc. ("American") entered into a Facilities Agreement dated February 1, 1985 (the "Facilities Agreement") pursuant to which Republic and American assigned and sublet certain leased premises at the Airport to each other; and

Whereas, in August, 1986, the parent of Northwest acquired the stock of Republic and subsequently merged Republic into Northwest; and

Whereas, City and Northwest desire to terminate the 1959 Agreements and the 1959 Fueling Lease as to Northwest in its capacity as a successor to North Central and Republic; and

Whereas, Northwest and American intend to terminate the Facilities Agreement simultaneously with the execution hereof;

Now, Therefore, in consideration of the premises and of the mutual covenants and agreements herein contained, City and Northwest agree as follows:

Section 1. City and Northwest hereby agree that the 1959 Agreements and the 1959 Fueling Lease as to Northwest in its capacity as a successor to North Central and Republic shall terminate on the date hereof.

Section 2. This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, City has caused this Agreement to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Northwest has caused this Agreement to be executed on its behalf by its authorized representatives.

[Signature forms omitted for printing purposes.]

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LIMITED AGENCY AND PARTICIPATION AGREEMENT WITH STATE  
OF ILLINOIS FOR CERTAIN TERMINAL BUILDING  
IMPROVEMENTS AT CHICAGO MIDWAY  
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Aviation, having had under consideration a Limited Agency and Participation Agreement between the City of Chicago and the State of Illinois for certain Terminal Building improvements at Chicago Midway Airport, (which was referred February 11, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed Agreement, which was transmitted herewith.

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

Respectfully submitted,  
(Signed) JESUS G. GARCIA,  
*Chairman.*

On motion of Alderman Garcia, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute and the City Clerk to attest and affix the seal of the City of Chicago upon an Agency and Participation Agreement between the City and the State of Illinois subject to the approval of the City Comptroller and as to form and legality by the Corporation Counsel; said Agreement to be in substantially the following form:

*Limited Agency And Participation Agreement  
(State Assisted Airport Development).*

This Agreement made and entered into by and between the Division of Aeronautics of the Illinois Department of Transportation, (hereinafter referred to as the "Division"), for and in behalf of the State of Illinois, and the City of Chicago, (hereinafter referred to as the "Municipality").

*Witnesseth:*

Whereas, the Municipality desires to sponsor a project for the further development of a public air navigation facility, known or to be designated as the Chicago Midway Airport under the Illinois Aeronautics Act, Illinois Revised Statutes, Chapter 15 1/2, Paragraph 22.1 *et seq.*; and

Whereas, this project shall be identified as Ill. Proj. 87A-25-1219, and described as:

Heating, Ventilation and Air Conditioning Systems Improvements--Replace existing deteriorated air handling units with new units and controls at Concourse "C" and the north end of Terminal Building.

Terminal Building, Vestibules--Provide new aluminum and glass vestibules with motion detector operated entrance doors at twelve locations in the terminal building. Scope of work includes all electrical and H.V.A.C. work.

Heating Distribution System Improvements--Upgrade the hot water distribution piping in the Terminal/Concourse buildings to include interconnecting of the three boilers, for a more efficient and reliable system.

Whereas, the Municipality has applied for state assistance in procuring state funds and desires the Division to act as Municipality's Agent in matters connected with the project described above; and

Whereas, the Division has programmed and budgeted state funds on behalf of the municipality and has been appropriated certain monies for the aforesaid project under the 1987 F.Y. Build Illinois Act in the sum of \$1,850,000.00; and

Whereas, the parties hereto, by this agreement, do hereby (a) fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project, and (b) designate the Division as the party to accept, receipt for and disburse all state funds used or to be used in payment of the costs of said project or in reimbursement to either of the parties hereto for costs previously incurred:

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the project, It Is Mutually Covenanted And Agreed as follows:

1. The Municipality and not the Division shall, for all purposes, be the "Sponsor" of the project identified above. As the Sponsor, the Municipality agrees to assume the responsibility that all aspects of the project and later operation of the facility are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations or assurances.
2. It is estimated that the share of the Municipality in the estimated project construction costs will be approximately \$0.00, and that its share of total project costs will be approximately \$0.00. The Municipality specifically agrees that it shall pay any project costs which exceed the sum of the Division's funds as are herein committed for this project.

The estimated total project costs for said project is \$1,850,000.00. The Division hereby agrees, subject to the approval of the Governor, to participate in the project up to one hundred and no/100 percent (100.00%), for payment of such project costs as are allowed under Build Illinois Act.

Subject to the approval of the Governor, the Division will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Division, but in no event shall the Division's participation in any approved overruns and contingencies cause the total amount of the Division's participation in the project as a whole to exceed \$1,850,000.00. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division which are in excess of the Division's percentage of financial participation as heretofore stated or in excess of the Division's total participation.

Payments to the City of Chicago shall be made from time to time on the basis of field reports submitted by the Resident or Project Engineer and approved by the Chief Engineer of the Division, up to ninety percent (90%) of contract price. The remaining ten percent (10%) may be retained by the Division until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractor and/or Engineer are properly completed and three (3) sets of "As-Build" plans are submitted to and approved by the Division.



3. By executing this agreement, the Municipality certifies and shall furnish proof to the Division upon request that it has sufficient funds to meet its share of the costs as heretofore stated and the Municipality hereby grants to the Division the right to audit any books and records of the Municipality to verify said funds.
4. The Division shall, for all purposes in connection with the project identified above, be the Agent of the Municipality. The Municipality herewith grants the Division a power of attorney to act as its agent to perform the following services:
  - a. participate in any pre-construction conferences, approve orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
  - b. approve plans, specifications, cost estimate and engineer's report for said project prepared by or at the instance of the Municipality, a copy of which will be submitted to the Division for review and/or approval prior to advertising for bids thereon. Approval of all documents and authorization to advertise will be given in writing by the Division;
  - c. exercise such supervision and direction of the project work as the Division reasonably finds appropriate. Where there is irreconcilable conflict or differences of opinion, judgment, order or direction between the Division and any engineer, contractor, or the Municipality, the Division shall issue a written order which shall prevail and be controlling;
  - d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with Division approved contracts;
  - e. coordinate and conduct semi-final and final reviews or inspections;
  - f. obtain contractor and material supplier releases in accordance with state law;
  - g. review, approve and submit "as built" plans to the F.A.A. for their records;
  - h. perform an audit as required by State regulations and procure such specific project documentation as is necessary to complete all aspects of this project;
  - i. pay to the Municipality, from State project funds, the portion of reasonable and eligible project costs incurred by the Municipality.

5. The Municipality, and not the Division, shall be the contractual party to all construction or engineering contract(s) entered into for the accomplishment of the project.
6. For any portions of this project which might require the Municipality to contract the services of a Consulting Engineer, the Municipality shall, by a contract approved by the Division, employ a consulting engineer pre-qualified in accordance with the Division's procedures and registered in the State of Illinois to provide:
  - a. qualified Resident or Project Engineer(s), registered in the State of Illinois and approved by the Division; and
  - b. materials testing technician(s) approved by the Division; and
  - c. any project reports required by the Division. Further, for each phase of project work which is covered by separate contract, the Resident or Project Engineer shall render to the Division both a semi-final and final inspection report. The final inspection report(s) shall certify to the Division and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), as the same have been modified or supplemented by the Division approved change order, supplementary contract or otherwise, and that the work is acceptable to the Resident or Project Engineer.
7.
  - a. The Municipality agrees that it will strictly comply with all State and Federal laws, rules, regulations, program guidance letters, assurances and covenants which are relevant to this project, including, but not limited to, those stated in or incorporated by reference in any Federal Grant Agreements during the construction of this project.
  - b. The Municipality and the Division agree that this document constitutes the grant agreement required by the "Illinois Grant Funds Recovery Act". The parties also agree to amend this agreement if necessary to comply with said Act.
8. The Municipality guarantees that:
  - a. the air navigation facility which is the subject of this agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of not less than 20 years, whichever is longer, for the rightful, fair, equal and uniform use and benefit of the public; and
  - b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the F.A.A. in connection with any A.I.P. Grants in the operation of the facility; and

- c. it will file with the Division and the F.A.A. such reports as may be requested concerning the use, maintenance, and operation of the airport.
9. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the State relating to the project described in this agreement and all books and records shall be open to inspection and examination by the Division, or its authorized representative, at any reasonable time.
10. No leases will be entered into by the Municipality which grant exclusive use rights to any grantee for any aviation facilities which are the subject of this project.
11. Notices, reports or other communications required by or transmitted pursuant to this agreement to the Division shall be directed to the attention of the Director of Aeronautics, Department of Transportation, Division of Aeronautics, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706.

Notices, reports or other communications required by or transmitted pursuant to this agreement to the Municipality shall be directed to the attention of the Commissioner of Aviation, Room 1111, City Hall, Chicago, Illinois 60602.
12. This agreement is entered into pursuant to the Build Illinois Act and shall be subject to and construed in accordance with said Act. In the event of any conflict between State and Federal law, rule, regulation, etc., the Federal provision shall control.
13. The Municipality covenants to zone (within its powers to do so) the airport and its environs for compatible land uses. The Municipality shall adopt airport hazard zoning regulations or shall request the Division to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, Illinois Revised Statutes, Chapter 15 1/2, Paragraph 48.1, *et seq.*
14. This agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
15. The Division shall accept responsibility for all decisions or determinations subject to the provision that in carrying out any of the terms of this Agreement or in exercising any power or authority granted thereby, there shall be no personal liability upon the Division or its authorized representative, it being understood that in such matters they act as agents and representatives of the State.
16. No construction shall be commenced until the Division approves a "Notice to Proceed."

17. In the event the Municipality breaches this agreement in a material and substantial manner, be it prior to construction, during construction or after the project is completed and in operation, or in the event the Municipality fails to diligently pursue construction progress or operation of the completed facility, the Division shall have any or all of the following non-exclusive remedies available to it:
  - a. the right to seek specific performance;
  - b. the right to assume control and operation of the construction or the completed facility for the useful life of the facility or 20 years from the execution date of this agreement which right the Division may assign to any public agency as defined in the Illinois Aeronautics Act;
  - c. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
  - d. the right to seek reimbursement of all State funds provided for the project;
  - e. any other remedy available at law or in equity.
18. This agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
19. Any grant under this agreement shall be valid for the useful life of the above-described project or for twenty (20) years, whichever is longer.
19. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it and to the availability of funds which lawfully may be applied.

In Witness Whereof, the parties hereto have caused this Agreement to be executed and their respective seals affixed as of the dates respectively hereafter set forth.

[Signature forms omitted for printing purposes.]

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

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## COMMITTEE ON CLAIMS AND LIABILITIES.

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SUNDRY CLAIMS AUTHORIZED FOR CONDOMINIUM  
REFUSE REBATES.

The Committee on Claims and Liabilities submitted the following report:

CHICAGO, March 18, 1987.

*To the President and Members of the City Council:*

Your Committee on Claims and Liabilities, to which were referred, 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) PERRY H. HUTCHINSON,  
*Vice-Chairman.*

On motion of Alderman Hutchinson, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*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 40567  
through 40585 of this Journal.]

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### COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

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PEOPLES GAS IRVING PARK NEIGHBORHOOD OFFICE  
DESIGNATED AS "CHICAGO LANDMARK".

(Continued on page 40586)

3/18/87

## REPORTS OF COMMITTEES

40567

PAGE: 1  
 TERMINAL: X2  
 OPERATOR: RJC

CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER - FIDT  
 MEETING DATE: 3/18/87 PERIOD 1986 CONF/S A,B,C

VOUCHER	PIN	DESCRIPTION	***** PAYEE *****	RES. REQUESTED \$ UNITS	AMOUNT	PAID AMOUNT
86-3-0494	19-34-215-047	PARK PLACE CONDO NO. 1 8020-30 S. PULASKI CHICAGO, IL 60652	MAUREEN RZASA 8020-30 S. PULASKI CHICAGO, IL 60652	2 12	456.00 (18)	456.00
***** SPONSOR ***** ROBERT T. NELLAM						
86-3-0495	19-34-215-086	PARK PLACE IV CONDO. ASSOC. 7932-38-44 SOUTH PULASKI CHICAGO, IL 60652	RAY FAUCHER ERICKSON MANAGEMENT COMPANY 4243 WEST 95TH STREET OAKLAND, IL 60453	1 18	561.00 (18)	561.00
***** SPONSOR ***** ROBERT T. NELLAM						
86-3-0496	19-34-215-087	PARK PLACE III CONDO ASSOC. 7948-64 SOUTH PULASKI CHICAGO, IL 60652	RAY FAUCHER ERICKSON MGMT. COMPANY 4243 W. 95TH STREET OAKLAND, IL 60453	1 18	528.00 (18)	528.00
***** SPONSOR ***** ROBERT T. NELLAM						
** SPONSOR TOTAL PAID **					1,545.00	

PAGE: 2  
 TERMINAL: X2  
 OFFICER: RIC

CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTRATION--FEB  
 MEETING DATE 3/10/87 PERIOD 1986 CODE/S A,P,C

VOUCHER	***** PIN *****	***** DESCRIPTION *****	***** PAYEE *****	RES. REQUESTED UNITS AMOUNT	PAID AMOUNT
86-3-0491	19-09-409-061	SOUTH LAFORTE CONDOMINIUM ASSOCIATION 5141 S. LAFORTE AVENUE CHICAGO, IL 60638	DONALD J. HASTHAR C/O DONALD J. HASTHAR 5141 S. LAFORTE AVENUE CHICAGO, IL 60638	2 8 333.00 (23) ***** SPONSOR ***** WILLIAM F. KRYSYNYIAK	333.00
86-3-0492	19-20-101-067	SHELBOURNE COURTS CONDO. ASSN. 6253-55 W. 63RD ST. CHICAGO, IL 60638	JOHN GALLAGHER C/O MS. FLORENCE RALLO 6255 W. 63RD ST. CHICAGO, IL 60638	2 12 340.00 (23) ***** SPONSOR ***** WILLIAM F. KRYSYNYIAK	340.00
86-3-0493	19-20-114-027	MELVINA TRACE CONDOMINIUM ASSN 6153 W. 64TH PLACE CHICAGO, IL 60638	FLORA KUDASKI C/O FLORA KUDASKI 6153 W. 64TH PLACE CHICAGO, IL 60638	2 9 625.00 (23) ***** SPONSOR ***** WILLIAM F. KRYSYNYIAK	625.00
** SPONSOR TOTAL PAID **					1,298.00

3/18/87

# REPORTS OF COMMITTEES

40569

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER-----FURT  
MEETING DATE 3/18/87 PERIOD 1984 CONF/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED UNITS	AMOUNT	PAID AMOUNT
86-3-0487	13-31-124-049	GALEWOOD SOUTH CONDOMINIUM 2037 N. HARLEM AVENUE CHICAGO, IL 60635	ALICE O'ROURKE C/O ALICE O'ROURKE 2037 N. HARLEM AVENUE CHICAGO, IL 60635	2	1,074.00 (36)	900.00

\*\* SPONSOR TOTAL PAID \*\* 900.00

\*\*\*\*\* SPONSOR \*\*\*\*\*  
WILLIAM JF BARKS



COMMITTEE ON CLARIS AND LIABILITY  
 VOUCHER REGISTER-----EDIT  
 MEETING DATE 3/18/87 PERIOD 1986 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED	PAID
				UNITS AMOUNT	AMOUNT
85-2-0514	13-17-107-194	WASHINGTON HOUSE CONDO ASSOC 4660 N. AUSTIN CHICAGO, IL 60630	RITA HENTON 4660 N. AUSTIN UNIT 303 CHICAGO, IL 60630	B-SEMI-ANNUAL 4 41 1,152.00 (3B) THRU 12/31 ***** SPONSOR ***** THOMAS W. CULLERTON	1,152.00
85-3-0484	13-17-107-105	JEFFERSON HOUSE CONDO ASSOC. 4702 N. AUSTIN CHICAGO, IL 60630	HARRIETT SMITH C/O HARRIETT SMITH 4702 N. AUSTIN CHICAGO, IL 60630	C-ANNUAL 2 20 1,170.00 (3B) ***** SPONSOR ***** THOMAS W. CULLERTON	1,170.00
85-3-0485	13-20-105-002	3853 NARRAGANSETT CONDOMINIUM 3853 N. NARRAGANSETT CHICAGO, IL 60634	BERNICE ZWIER C/O MS. BERNICE ZWIER 3853 N. NARRAGANSETT CHICAGO, IL 60634	C-ANNUAL 2 8 576.00 (3B) ***** SPONSOR ***** THOMAS W. CULLERTON	576.00
86-3-0486	13-20-105-048	3843 N. NARRAGANSETT CONDO. ASSOCIATION 3843 N. NARRAGANSETT CHICAGO, IL 60634	PATRICIA MILACH C/O PATRICIA MILACH 3843 N. NARRAGANSETT CHICAGO, IL 60634	C-ANNUAL 2 8 576.00 (3B) ***** SPONSOR ***** THOMAS W. CULLERTON	576.00
** SPONSOR TOTAL PAID **					3,474.00

3/18/87

## REPORTS OF COMMITTEES

40571

CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER - EDIT  
 MEETING DATE 3/18/87 PERIOD 1986 COME/S A,B,C

VOUCHER	FIN	DESCRIPTION	***** PAYEE *****	RES. REQUESTED ↓ UNITS	RES. REQUESTED AMOUNT	PAYED AMOUNT
86-2-0510	13-12-219-061	SUMMERDALE CONDOMINIUM 2700-10 W. SUMMERDALE CHICAGO, IL 60625	HAROLD MARX 2700-10 W. SUMMERDALE CHICAGO, IL 60625	E-SEMI-ANNUAL 4 1B 481.00 07/01 THRU 12/31 ***** SPONSOR ***** PATRICK J O'CONNOR	481.00	481.00
86-2-0515	14-07-307-042	ARGYLE ESTATES CONDO. ASSN. 2326-28 W. ARGYLE CHICAGO, IL 60625	SHARON O'BRIEN 2326-28 W. ARGYLE CHICAGO, IL 60625	E-SEMI-ANNUAL 4 6 363.00 07/01 THRU 12/31 ***** SPONSOR ***** PATRICK J O'CONNOR	363.00	363.00

\*\* SPONSOR TOTAL PAID \*\* 706.00

MEETING DATE 3/18/87 PERIOD 1986 CODE/5 A.P.C.

VOUCHER # PIN # DESCRIPTION # FAYEE # RES. REQUESTED # UNITS AMOUNT # FAID AMOUNT

85-2-0495 09-36-108-061 6831 NORTHWEST HIGHWAY ASSN. 6831 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 ROY R. MAZZA 6 180.50 180.50  
 6831 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 ROY R. MAZZA 6 180.50 180.50  
 6831 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 ROY R. MAZZA 6 180.50 180.50  
 6831 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 ROY R. MAZZA 6 180.50 180.50

85-2-0496 09-36-400-031 THE ELISONAIRE CONDOMINIUMS 7555-65 W. FRATT AVENUE CHICAGO, IL 60631 CAROL KREIBARTH 8 289.05 289.05  
 7555-65 W. FRATT AVENUE CHICAGO, IL 60631 CAROL KREIBARTH 8 289.05 289.05  
 7555-65 W. FRATT AVENUE CHICAGO, IL 60631 CAROL KREIBARTH 8 289.05 289.05  
 7555-65 W. FRATT AVENUE CHICAGO, IL 60631 CAROL KREIBARTH 8 289.05 289.05

85-2-0497 09-36-419-106 GLENMONT COURT CONDO. ASSN. 6559-67 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 BERNADETTE LUTINE 24 279.82 279.82  
 6559-67 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 BERNADETTE LUTINE 24 279.82 279.82  
 6559-67 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 BERNADETTE LUTINE 24 279.82 279.82  
 6559-67 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 BERNADETTE LUTINE 24 279.82 279.82

85-2-0498 09-36-425-052 6490 REGENCY CONDO ASSOC 6490 NORTHWEST HIGHWAY CHICAGO, IL 60631 E.A. CHRIELOWSKI 30 972.00 972.00  
 6490 NORTHWEST HIGHWAY CHICAGO, IL 60631 E.A. CHRIELOWSKI 30 972.00 972.00  
 6490 NORTHWEST HIGHWAY CHICAGO, IL 60631 E.A. CHRIELOWSKI 30 972.00 972.00  
 6490 NORTHWEST HIGHWAY CHICAGO, IL 60631 E.A. CHRIELOWSKI 30 972.00 972.00

85-2-0501 12-11-102-068 EVELYN LANE CONDOMINIUM 5332 NORTH DELPHIA AVENUE CHICAGO, IL 60656 AGNES O'CONNOR 48 1,059.00 1,059.00  
 5332 NORTH DELPHIA AVENUE CHICAGO, IL 60656 AGNES O'CONNOR 48 1,059.00 1,059.00  
 5332 NORTH DELPHIA AVENUE CHICAGO, IL 60656 AGNES O'CONNOR 48 1,059.00 1,059.00  
 5332 NORTH DELPHIA AVENUE CHICAGO, IL 60656 AGNES O'CONNOR 48 1,059.00 1,059.00

85-2-0502 12-11-115-021 PARK VIEW CONDO WEST INC. 5219 N. FOTOMATONIE CHICAGO, IL 60656 EDITH WITTHACK 30 771.00 771.00  
 5219 N. FOTOMATONIE CHICAGO, IL 60656 EDITH WITTHACK 30 771.00 771.00  
 5219 N. FOTOMATONIE CHICAGO, IL 60656 EDITH WITTHACK 30 771.00 771.00  
 5219 N. FOTOMATONIE CHICAGO, IL 60656 EDITH WITTHACK 30 771.00 771.00

86-2-0503 12-11-119-023 INHISBROOK CONDO #3 5337-53 N. DELPHIA CHICAGO, IL 60656 IJAZ MORRIS 54 1,726.61 1,726.61  
 5337-53 N. DELPHIA CHICAGO, IL 60656 IJAZ MORRIS 54 1,726.61 1,726.61  
 5337-53 N. DELPHIA CHICAGO, IL 60656 IJAZ MORRIS 54 1,726.61 1,726.61  
 5337-53 N. DELPHIA CHICAGO, IL 60656 IJAZ MORRIS 54 1,726.61 1,726.61

86-2-0504 12-14-112-025 FUEBLO COMMONS CONDO. ASSN. 4624 N. COMMONS CHICAGO, IL 60656 JOHN SMOLENSKI 208 3,360.00 3,360.00  
 4624 N. COMMONS CHICAGO, IL 60656 JOHN SMOLENSKI 208 3,360.00 3,360.00  
 4624 N. COMMONS CHICAGO, IL 60656 JOHN SMOLENSKI 208 3,360.00 3,360.00  
 4624 N. COMMONS CHICAGO, IL 60656 JOHN SMOLENSKI 208 3,360.00 3,360.00

86-2-0505 13-06-103-048 NOKWOOD COURT INC 6275-05 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 WALTER FILCH 36 1,182.00 1,182.00  
 6275-05 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 WALTER FILCH 36 1,182.00 1,182.00  
 6275-05 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 WALTER FILCH 36 1,182.00 1,182.00  
 6275-05 N. NORTHWEST HIGHWAY CHICAGO, IL 60631 WALTER FILCH 36 1,182.00 1,182.00

86-2-0506 13-06-110-052 RANBURY HILL CONDO ASSOC 6800 W. HAVEN ST./O BOX 411 CHICAGO, IL 60631 MARY WYNE 43 1,041.00 1,041.00  
 6800 W. HAVEN ST./O BOX 411 CHICAGO, IL 60631 MARY WYNE 43 1,041.00 1,041.00  
 6800 W. HAVEN ST./O BOX 411 CHICAGO, IL 60631 MARY WYNE 43 1,041.00 1,041.00  
 6800 W. HAVEN ST./O BOX 411 CHICAGO, IL 60631 MARY WYNE 43 1,041.00 1,041.00

3/18/87

# REPORTS OF COMMITTEES

40573

CITY OF CHICAGO  
 COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REGISTER-----EXIT  
 MEETING DATE 3/18/87 PERIOD 1906 CODE/9 A,B,C

VOUCHER	PIN	DESCRIPTION	FAYEE	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
06-3-0480	12-11-119-019	INRISBROOK # 2 CONDO. ASSOC. 5319-35 N. DELPFA CHICAGO, IL 60656	BUZ MORRIS C/O MCLENNAN COMPANY 25 N. NORTHWEST HWY. FARRINGE, IL 40068	1 54 3,081.11 (41) ***** SPONSOR ***** ROMAN FUCINENI	3,081.11
** SPONSOR TOTAL PAID **					13,942.09

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER-----FRIT  
MEETING DATE 3/18/87 PERIOD 1986 COME/S A.N.C

VOUCHER	FIN	DESCRIPTION	PAYEE	RES. REQUESTED \$ UNITS	PAID AMOUNT
86-2-0507	13-08-311-047	6121 WEST HIGGINS AVE. CONDO. 6121 W. HIGGINS AVENUE CHICAGO, IL 60630	FRANCES RUICK 6121 W. HIGGINS AVENUE CHICAGO, IL 60630	B-SEMI-ANNUAL 4 16 07/01 (45) THRU 12/31 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	294.00
86-2-0508	13-09-317-028	EDMUNDS STREET CONDO ASSOC. 5553-59 W. EDMUNDS CHICAGO, IL 60630	ARTHUR CZARNESKI 5553-59 W. EDMUNDS CHICAGO, IL 60630	B-SEMI-ANNUAL 4 8 07/01 (45) THRU 12/31 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	300.00
86-2-0509	13-09-329-060	JEFFERSON SQUARE CONDO ASSN. INC. 4907-15 N. CENTRAL AVENUE CHICAGO, IL 60630	MARJORIE NAGELA C/O M. NAGELA 4915 N. CENTRAL CHICAGO, IL 60630	B-SEMI-ANNUAL 4 21 07/01 (45) THRU 12/31 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	574.30
86-2-0511	13-15-410-032	LANAI COURTS ASSOCIATION 4237 N. KEELER AVENUE CHICAGO, IL 60641	ALAN BAIN 4237 N. KEELER AVENUE CHICAGO, IL 60641	B-SEMI-ANNUAL 4 18 07/01 (45) THRU 12/31 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	465.00
86-2-0512	13-16-114-045	WINDER LAKE CONDO ASSOCIATION 5510-18 W. WINDSOR AVENUE 4530-50 N. LINCOLN AVE. CHICAGO, IL 60630	LOVE ANN DOUGHERTY C/O LOVE ANN DOUGHERTY 5516 W. WINDSOR AVE.- APT 1N CHICAGO, IL 60630	B-SEMI-ANNUAL 5 48 07/01 (45) THRU 12/31 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	1,429.50
86-2-0513	13-16-116-033	5312-14 WINDSOR CONDO ASSOC. 5312-14 WEST WINDSOR CHICAGO, IL 60630	DARLENE KEATING 5312-14 WEST WINDSOR CHICAGO, IL 60630	B-SEMI-ANNUAL 4 9 07/01 (45) THRU 12/31 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	318.00
86-3-0482	13-15-404-040	4128 CULLOM CONDO. ASSOCIATION 4128 W. CULLOM AVENUE CHICAGO, IL 60641	BETTY SIURA 4128 W. CULLOM AVENUE CHICAGO, IL 60641	C-ANNUAL 3 9 07/01 (45) ***** SPONSOR ***** GERALD M. MCLAUGHLIN	527.00
86-3-0483	13-15-412-028	4247-49 N. KEYSTONE CONDO INC 4247 N. KEYSTONE CHICAGO, IL 60641	DAVID BREYER 4247 N. KEYSTONE CHICAGO, IL 60641	C-ANNUAL 3 9 07/01 (45) ***** SPONSOR ***** GERALD M. MCLAUGHLIN	675.00

\*\* SPONSOR TOTAL PAID \*\* 4,622.80

C I T Y O F C H I C A G O  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER-----FRI  
MEETING DATE 3/18/87 PERIOD 1986 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED	PAID
				UNITS	AMOUNT
84-2-0516	14-16-305-021	PATTINGTON CONDO ASSOCIATION 660-700 W. IRVING PARK CHICAGO, IL 60613	WARREN LARSON 660-700 W. IRVING PARK CHICAGO, IL 60613	B-SEMI-ANNUAL 07/01 THRU 12/31 ***** SPONSOR ***** JEROME M. DREACH	2,096.40 (46) ***** *****
84-2-0518	14-20-214-018	GILL PARK COOPERATIVE 810 W. GRACE CHICAGO, IL 60613	JOHN MOORE 810 W. GRACE CHICAGO, IL 60613	B-SEMI-ANNUAL 07/01 THRU 12/31 ***** SPONSOR ***** JEROME M. DREACH	4,965.94 (46) ***** *****
84-2-0519	14-21-106-036	WAVELAND COURTS CONDO ASSOC. 636-40 W. WASHINGTON CHICAGO, IL 60613	LINDA DAY GUARANT MGMT. SYSTEM INC. 25 E. WASHINGTON CHICAGO, IL 60602	B-SEMI-ANNUAL 07/01 THRU 12/31 ***** SPONSOR ***** JEROME M. DREACH	1,060.00 (46) ***** *****
84-2-0520	14-21-110-020	3600 CONDOMINIUM ASSOCIATION 3600 N. LAKE SHORE DRIVE CHICAGO, IL 60613	MERLE FEUGH 3600 N. LAKE SHORE DRIVE CHICAGO, IL 60613	B-SEMI-ANNUAL 07/01 THRU 12/31 ***** SPONSOR ***** JEROME M. DREACH	5,700.00 (46) ***** *****
84-3-0489	14-16-301-040	707 JUNIOR TERRACE CONDO. ASSN 707 W. JUNIOR TERRACE CHICAGO, IL 60613	ALLEN UNRUH 707 W. JUNIOR TERRACE CHICAGO, IL 60613	C-ANNUAL 2 16 1,750.50 (46) ***** SPONSOR ***** JEROME M. DREACH	1,200.00 (46) ***** *****
84-3-0490	14-21-301-007	FINE GROVE APT. BLDG. CORP. 3526-60 FINE GROVE & 603 WEST AUSTINSON 60613 CHICAGO, IL 60627	ROD HIGGEE C/O VONIA URBAN TREAS. 3526 FINE GROVE CHGO., IL 60613	C-ANNUAL 1 19 1,754.82 (46) ***** SPONSOR ***** JEROME M. DREACH	1,425.00 (46) ***** *****

\*\* SPONSOR TOTAL PAID \*\* 16,447.34

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER-----EDIT  
MEETING DATE: 3/18/87 PERIOD 1986 CODE/S A,B,C

VOUCHER	FIN	DESCRIPTION	***** FAYEE *****	RES. REQUESTED # UNITS AMOUNT	FAIR AMOUNT
86-1-0973	14-07-422-049	PAULINA TERRACE CONDO. ASSOC. 4850-56 N. PAULINA CHICAGO, IL 60640	ALLEN SCHMIDT LONDON DEVELOPMENT & REALTY 4253 MAIN STREET SKOKIE, IL 60076	A-SEMI-ANNUAL 4 20 414.00 01/01 THRU 06/30 ***** SPONSOR ***** EUGENE C. SCHULTER	414.00
86-2-0617	14-18-107-024	LELAND COURT CONDOMINIUM ASSN. 2174-76 W. LELAND ST. CHICAGO, IL 60625	B.J. MARGOLIS C/O JOHN KOHLER 2174 W. LELAND STREET CHICAGO, IL 60625	B-SEMI-ANNUAL 4 9 333.00 07/01 THRU 12/31 ***** SPONSOR ***** EUGENE C. SCHULTER	333.00
86-3-0481	13-13-230-011	RIVERS EDGE CONDOMINIUM ASSN. 2619 W. AGATITE CHICAGO, IL 60625	R. T. GRODECKI 2619 W. AGATITE CHICAGO, IL 60625	C-ANNUAL 2 24 1,356.00 (47) ***** SPONSOR ***** EUGENE C. SCHULTER	1,356.00
86-5-0488	14-07-318-031	AINSLIE TERRACE CONDOMINIUM ASSOCIATION 2343 W. AINSLIE CHICAGO, IL 60625	E. SWEENEY C/O E. SWEENEY 2343 W. AINSLIE CHICAGO, IL 60625	C-ANNUAL 2 13 1,021.00 (47) ***** SPONSOR ***** EUGENE C. SCHULTER	975.00
** SPONSOR TOTAL PAID **				3,078.00	

3/18/87

## REPORTS OF COMMITTEES

40577

MEETING DATE 3/18/87 PERIOD 1986 CUIE/S A,B,C

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
85-3-0476	11-29-311-026	THE ELMS IN ROGERS PARK CONDO. ASSOCIATION, INC. 1440-46 W. JARVIS CHICAGO, IL 60626	LOKRAINE DOSTAL C/O THE ELMS IN ROGERS PARK 1446 W. JARVIS - APT 2U CHICAGO, IL 60626	2 19 829.70 (49) ***** SPONSOR ***** DAVID D. ORR	829.70
85-3-0478	11-32-102-015	7120 N. SHERIDAN ROAD CONDO. ASSOCIATION 7120 N. SHERIDAN ROAD CHICAGO, IL 60626	ROBERT GARIBALDI C/O HALLMARK AND JOHNSON 2800 W. PETERSON AVENUE CHICAGO, IL 60659	2 64 1,016.40 (49) ***** SFO 3OR ***** DAVID D. ORR	1,016.40
85-3-0479	11-32-115-021	FARWELL TERRACE CONDOMINIUM ASSOCIATION 1522-24 W. FARWELL CHICAGO, IL 60626	EVE MELLOW ASSOCIATION 1522-24 W. FARWELL CHICAGO, IL 60626	3 12 1,282.88 (49) ***** SPONSOR ***** DAVID D. ORR	900.00

\*\* SPONSOR TOTAL PAID \*\* 2,746.10



CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER-----FDT  
MEETING DATE 3/18/87 PERIOD 1986 COME/S A,B,C

VOUCHER	PIN	DESCRIPTION	***** PAYEE *****	RES. REQUESTED \$ UNITS AMOUNT	PAID AMOUNT
86-2-0499	10-36-119-003	WINSTON TOWERS I ASSOCIATION 6933 N. MEDZIE AVENUE CHICAGO, IL 60645	FAT CAPITAL C/O LOUIS, MOHN AND COMPANY 189 W. HALISON ST. CHICAGO, IL 60602	B-SEMI-ANNUAL 3 195 2,940.00 07/01 (50) THRU 12/31 ***** SPONSOR ***** BERNARD L. STONE	2,940.00
86-2-0500	10-36-206-012	PARK DARLES APT HOMES INC. 2438 W. ESTES CHICAGO, IL 60645	ROBERT NINICHEVICH LONG NOEN INC. 7070 N. WESTERN AVENUE CHICAGO, IL 60645	B-SEMI-ANNUAL 4 72 1,500.00 07/01 (50) THRU 12/31 ***** SPONSOR ***** BERNARD L. STONE	1,500.00
86-3-0477	11-30-307-212	RIDGE HOUSE CONDOMINIUM ASSOC. 7540 N. RIDGE CHICAGO, IL 60645	TIM ROSINSKI C/O MITCHELL BROTHERS MGMT. 2125 W. HOWARD STREET CHICAGO, IL 60645	C-ANNUAL 2 40 1,464.00 (50) ***** SPONSOR ***** BERNARD L. STONE	1,464.00
** SPONSOR TOTAL PAID **					5,904.00

3/18/87

# REPORTS OF COMMITTEES

40579

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER--- FBI  
MEETING DATE 3/18/87 PERIOD 1906 CODE/9 A,B,C

PAYD  
AMOUNT

RES. REQUESTED  
AMOUNT

UNITS

◆

VOUCHER \*\*\*\* FIN \*\*\*\*\* DESCRIPTION \*\*\*\*\* PAYEE \*\*\*\*\*

48

\*\*\* TOTAL PROCESSED \*\*\*

54,663.33

\*\*\* TOTAL PAID \*\*\*

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER--1987  
MEETING DATE 3/10/87 THRU 1986 CHIEF/S A,B,C

J62A

VOUCHER	PIN	DESCRIPTION	FAYEE	RES. REQUESTED UNITS	AMOUNT	PAID AMOUNT
86-1-0973	14-07-423-049	PAULINA TEHRACE CONDO. ASSOC. 4830-56 N. PAULINA CHICAGO, IL 60640	ALLEN SCHMIDT LONGVIEW DEVELOPMENT & REALTY 4253 MATH STREET SKOKIE, IL 60076	A-SEMI-ANNUAL 01/01 THRU 06/30 EUGENE C. SCHULTER	4 20 414.00 (47) ***** SPONSOR *****	414.00
86-2-0495	09-36-108-061	6831 NORTHWEST HIGHWAY ASSH. 6831 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	ROY R. MAZZA ROY R. MAZZA 6831 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	B-SEMI-ANNUAL 07/01 THRU 12/31 ROMAN FUCINSKI	4 6 180.50 (41) ***** SPONSOR *****	180.50
86-2-0496	09-36-400-031	THE EDISONAIRE CONDOMINIUMS 7525-65 W. FRATT AVENUE CHICAGO, IL 60631	CAROL KNEIRKH 7525-65 W. FRATT AVENUE CHICAGO, IL 60631	B-SEMI-ANNUAL 07/01 THRU 12/31 ROMAN FUCINSKI	4 8 289.05 (41) ***** SPONSOR *****	289.05
86-2-0497	09-36-419-106	GLENHONT COURT CONDO. ASSN. 6559-67 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	BERNADETTE LUPINE C/O BERNADETTE LUPINE 6559 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	B-SEMI-ANNUAL 07/01 THRU 12/31 ROMAN FUCINSKI	4 24 279.82 (41) ***** SPONSOR *****	279.82
86-2-0498	09-36-425-052	6490 REFENCY CONDO ASSOC 6490 NORTHWEST HIGHWAY CHICAGO, IL 60631	E.A. CHMIELONSKI 6490 NORTHWEST HIGHWAY CHICAGO, IL 60631	B-SEMI-ANNUAL 07/01 THRU 12/31 ROMAN FUCINSKI	4 30 972.00 (41) ***** SPONSOR *****	972.00
86-2-0499	10-36-119-003	WINSTON TOWERS I ASSOCIATION 6933 N. KENZIE AVENUE CHICAGO, IL 60645	PAT GARIBALDI C/O TOURS, MOIN AND COMPANY 189 W. MADISON ST. CHICAGO, IL 60602	B-SEMI-ANNUAL 07/01 THRU 12/31 BERNARD L. STONE	3 195 2,940.00 (50) ***** SPONSOR *****	2,940.00
86-2-0500	10-36-206-012	PARK GARLES APT HOMES INC. 2438 W. ESTES CHICAGO, IL 60645	ROBERT NINCHEVICH LONG KOEN INC. 7070 N. WESTERN AVENUE CHICAGO, IL 60645	B-SEMI-ANNUAL 07/01 THRU 12/31 BERNARD L. STONE	4 72 1,500.00 (50) ***** SPONSOR *****	1,500.00
86-2-0501	12-11-102-068	EVELYN LANE CONDOMINIUM 5332 NORTH DELPHIA AVENUE CHICAGO, IL 60656	AGNES O'CONNOR C/O MRS. AGNES E. O'CONNOR 5332 N. DELPHIA AVENUE CHICAGO, IL 60656	B-SEMI-ANNUAL 07/01 THRU 12/31 ROMAN FUCINSKI	4 48 1,059.00 (41) ***** SPONSOR *****	1,059.00
86-2-0502	12-11-115-021	PARK VIEW CONDO WEST INC. 5219 N. FOTOWALONIE CHICAGO, IL 60656	EDITH WITTHACK C/O EDITH WITTHACK 5219 N. FOTOWALONIE CHICAGO, IL 60656	B-SEMI-ANNUAL 07/01 THRU 12/31 ROMAN FUCINSKI	3 30 771.00 (41) ***** SPONSOR *****	771.00
86-2-0503	12-11-119-023	IMMERSKOD CONDO #3 5337-53 N. DELPHIA CHICAGO, IL 60656	BOZ NOKRIS C/O MEL ENMAN PROPERTY MGMT. 25 N. NORTHWEST HIGHWAY PARK RING, IL 60648	B-SEMI-ANNUAL 07/01 THRU 12/31 ROMAN FUCINSKI	4 54 1,726.61 (41) ***** SPONSOR *****	1,726.61

3/18/87

## REPORTS OF COMMITTEES

40581

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOLUME 68180-6-100-001  
MEETING DATE 3/18/87 PERIOD 1986 CINE/S A.P.C.

262-B

VOUCHER	FIN	DESCRIPTION	FAYEE	RES. REQUESTED \$ UNITS	PAID AMOUNT
85-2-0504	13-14-112-035	FURIELD COMMONS CONDO. ASSN. 4624 N. CUMMINGS CHICAGO, IL 60656	JOHN SHOLENSKI 4633 N. CHESTER CHICAGO, IL 60656	R-SEMI-ANNUAL 4 208 3,360.00 THRU 07/01 ***** SPONSOR ***** ROMAN FUCINSKI	3,360.00
85-2-0505	13-06-103-048	NORWOOD COURT INC 6275-85 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	WALTER FILCH 6275-85 N. NORTHWEST HIGHWAY CHICAGO, IL 60631	R-SEMI-ANNUAL 4 36 1,182.00 THRU 07/01 ***** SPONSOR ***** ROMAN FUCINSKI	1,182.00
85-2-0506	13-06-110-052	RABURY HILL CONDO ASSOC 6800 W. RAVEN ST./O BOX 411 CHICAGO, IL 60631	MARY WYNNE 6800 W. RAVEN ST./O BOX 411 CHICAGO, IL 60631	R-SEMI-ANNUAL 4 43 1,041.00 THRU 07/01 ***** SPONSOR ***** ROMAN FUCINSKI	1,041.00
85-2-0507	13-08-311-047	6121 WEST HIGGINS AVE. CONDO. 6121 W. HIGGINS AVENUE CHICAGO, IL 60630	FRANCES QUIRK 6121 W. HIGGINS AVENUE CHICAGO, IL 60630	R-SEMI-ANNUAL 4 16 294.00 THRU 07/01 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	294.00
85-2-0508	13-09-317-028	EDMUND STREET CONDO ASSOC. 5535-59 W. EDMUND CHICAGO, IL 60630	ARTHUR CZAKORSKI 5535-59 W. EDMUND CHICAGO, IL 60630	R-SEMI-ANNUAL 4 8 369.00 THRU 07/01 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	300.00
85-2-0509	13-09-329-060	JEFFERSON SQUARE CONDO ASSN. INC. 4937-15 N. CENTRAL AVENUE CHICAGO, IL 60630	MARJORIE NAGELA C/O M. NAGELA 4915 N. CENTRAL CHICAGO, IL 60630	R-SEMI-ANNUAL 4 21 574.30 THRU 07/01 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	574.30
85-2-0510	13-12-219-061	SUMMERTALE CONDOMINIUM 2700-10 W. SUMMERTALE CHICAGO, IL 60625	HAROLD MARX 2700-10 W. SUMMERTALE CHICAGO, IL 60625	R-SEMI-ANNUAL 4 18 481.00 THRU 07/01 ***** SPONSOR ***** PATRICK J O'CONNOR	481.00
85-2-0511	13-15-410-032	LARAI COURTS ASSOCIATION 4237 N. KEELER AVENUE CHICAGO, IL 60641	ALAN BAIN 4237 N. KEELER AVENUE CHICAGO, IL 60641	R-SEMI-ANNUAL 4 18 465.00 THRU 07/01 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	465.00
85-2-0512	13-16-114-045	WINNER LANE CONDO ASSOCIATION 5510-18 W. WINDSOR AVENUE 4530-50 N. LINCOLN AVE. CHICAGO, IL 60630	LOVE ANN LOUGHERTY C/O LOVE ANN LOUGHERTY 5516 W. WINDSOR AVE. APT 1N CHICAGO, IL 60630	R-SEMI-ANNUAL 5 48 1,429.50 THRU 07/01 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	1,429.50
85-2-0513	13-16-116-033	WINDSOR CONDO ASSOC. 5312-14 WEST WINDSOR CHICAGO, IL 60630	MARLENE KEATING 5312-14 WEST WINDSOR CHICAGO, IL 60630	R-SEMI-ANNUAL 4 9 318.00 THRU 07/01 ***** SPONSOR ***** GERALD M. MCLAUGHLIN	318.00

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER--1987  
MEETING DATE 3/18/87 PERIOD 1906 DIME/5 A.P.C.

VOUCHER	FIN	DESCRIPTION	PAYEE	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
05-2-0514	13-17-107-194	WASHINGTON HOUSE CONDO ASSOC 4460 N. AUSTIN CHICAGO, IL 60630	RITA MENON 4460 N. AUSTIN UNIT 303 CHICAGO, IL 60630	B-SEMI-ANNUAL 4 41 1,152.00 THRU 07/01 (38) THRU 12/31 ***** SPONSOR ***** THOMAS W. CILLERTON	1,152.00
05-2-0515	14-07-307-042	AKOYLE ESTATES CONDO. ASSN. 2326-28 W. ARGYLE CHICAGO, IL 60625	SHARON O'BRIEN 2326-28 W. ARGYLE CHICAGO, IL 60625	B-SEMI-ANNUAL 4 6 363.00 THRU 07/01 (40) THRU 12/31 ***** SPONSOR ***** PATRICK J O'DUNNOR	225.00
05-2-0516	14-16-305-021	PATTINGTON CONDO ASSOCIATION 660-700 W. IRVING PARK CHICAGO, IL 60613	WARREN LARSON 660-700 W. IRVING PARK CHICAGO, IL 60613	B-SEMI-ANNUAL 4 89 2,096.40 THRU 07/01 (46) THRU 12/31 ***** SPONSOR ***** JEROME M. ORBACH	2,096.40
05-2-0517	14-18-107-024	LELAND COURT CONDOMINIUM ASSN. 2174-76 W. LELAND ST. CHICAGO, IL 60625	B. J. MARGOLIS C/O JOHN KOHLER 2174 W. LELAND STREET CHICAGO, IL 60625	B-SEMI-ANNUAL 4 9 333.00 THRU 07/01 (47) THRU 12/31 ***** SPONSOR ***** EUGENE C. SCHULTER	333.00
05-2-0510	14-20-214-018	GILL PARK COOPERATIVE 810 W. GRACE CHICAGO, IL 60613	JOHN MOORE 810 W. GRACE CHICAGO, IL 60613	B-SEMI-ANNUAL 4 260 4,965.94 THRU 07/01 (46) THRU 12/31 ***** SPONSOR ***** JEROME M. ORBACH	4,965.94
05-2-0519	14-21-106-036	WAVELAND COURTS CONDO ASSOC. 636-40 W. WAVELAND CHICAGO, IL 60613	LINDA DAY QUADRANT MGMT. SYSTEM INC. 23 E. WASHINGTON CHICAGO, IL 60602	B-SEMI-ANNUAL 4 50 1,040.00 THRU 07/01 (46) THRU 12/31 ***** SPONSOR ***** JEROME M. ORBACH	1,040.00
05-2-0520	14-21-110-020	3600 CONDOMINIUM ASSOCIATION 3600 N. LAKE SHORE DRIVE CHICAGO, IL 60613	MERLE FEUGH 3600 N. LAKE SHORE DRIVE CHICAGO, IL 60613	B-SEMI-ANNUAL 4 640 5,700.00 THRU 07/01 (44) THRU 12/31 ***** SPONSOR ***** JEROME M. ORBACH	5,700.00
05-3-0476	11-29-311-026	THE ELMS IN ROGERS PARK CONDO. ASSOCIATION, INC. 1440-46 W. JARVIS CHICAGO, IL 60626	LORRRAINE POSTAL C/O THE ELMS IN ROGERS PARK 1446 W. JARVIS - APT 20 CHICAGO, IL 60626	C-ANNUAL 2 19 829.70 (49) ***** SPONSOR ***** DAVID B. ORR	829.70
05-3-0477	11-30-307-212	KING HOUSE CONDOMINIUM ASSOC. 7540 N. RIDGE CHICAGO, IL 60645	TYM KOSINSKI C/O MITCHELL BROTHERS MGMT. 2125 W. HOWARD STREET CHICAGO, IL 60645	C-ANNUAL 2 40 1,464.00 (57) ***** BFO JOB ***** BERNARD L. STONE	1,464.00
05-3-0478	11-32-102-015	7120 N. SHERIDAN ROAD CONDO. ASSOCIATION 7120 N. SHERIDAN ROAD CHICAGO, IL 60626	ROBERT GARIBALDI C/O HILLMARK AND JOHNSON 2400 W. PETERSON AVE #4 CHICAGO, IL 60626	C-ANNUAL 2 64 1,016.40 (49) ***** SPONSOR ***** DAVID B. ORR	1,016.40

3/18/87

## REPORTS OF COMMITTEES

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COMMITTEE ON CLAIMS AND LIABILITY  
 VOUCHER REC'D-----FBI  
 MEETING DATE 3/18/87 PERIOD 1986 CODE/S A,B,C

VOUCHER	*** PIN ***	***** DESCRIPTION *****	***** PAYEE *****	***** RES. REQUESTED *****	***** PAID *****
				# UNITS	AMOUNT
85-3-0479	11-32-115-021	FARWELL TERRACE CONDOMINIUM ASSOCIATION 1522-24 W. FARWELL CHICAGO, IL 60626	EVE HELLUM ASSOCIATION 1522-24 W. FARWELL CHICAGO, IL 60626	3 12	1,202.00 (49) ***** SPONSOR ***** DAVID D. ORR
85-3-0480	12-11-119-019	INWISBROOK # 2 CONDO. ASSOC. 5319-35 N. DELPIA CHICAGO, IL 60656	RUZ MORRIS C/O MCLENNAN COMPANY 25 N. NORTHWEST HWY. FARMING, IL 60048	1 54	3,081.11 (41) ***** SPONSOR ***** ROMAN FUCINSKI
85-3-0481	13-13-230-011	RIVERS EDGE CONDOMINIUM ASSN. 2619 W. AGATITE CHICAGO, IL 60625	R. T. GRODECKI 2619 W. AGATITE CHICAGO, IL 60625	2 24	1,356.00 (47) ***** SPONSOR ***** EUGENE C. SCHULTER
85-3-0482	13-15-404-040	4128 CULLOM CONDO. ASSOCIATION 4128 W. CULLOM AVENUE CHICAGO, IL 60641	BETTY SIURA 4128 W. CULLOM AVENUE CHICAGO, IL 60641	3 9	567.00 (45) ***** SPONSOR ***** GERALD M. McLAUGHLIN
85-3-0483	13-15-412-028	4247-49 N. KEYSTONE CONDO INC 4247 N. KEYSTONE CHICAGO, IL 60641	DAVID BREYER 4247 N. KEYSTONE CHICAGO, IL 60641	3 9	972.00 (45) ***** SPONSOR ***** GERALD M. McLAUGHLIN
85-3-0484	13-17-107-185	JEFFERSON HOUSE CONDO ASSOC. 4702 N. AUSTIN CHICAGO, IL 60630	HARRIETT SMITH C/O HARRIETT SMITH 4702 N. AUSTIN CHICAGO, IL 60630	2 20	1,170.00 (38) ***** SPONSOR ***** THOMAS W. CULLERTON
85-3-0485	13-20-105-002	3853 NARRAGANSETT CONDOMINIUM 3853 N. NARRAGANSETT CHICAGO, IL 60634	BERNICE ZWIER C/O MS. BERNICE ZWIER 3853 N. NARRAGANSETT CHICAGO, IL 60634	2 8	576.00 (36) ***** SPONSOR ***** THOMAS W. CULLERTON
85-3-0486	13-20-105-048	3843 N. NARRAGANSETT CONDO. ASSOCIATION 3843 N. NARRAGANSETT CHICAGO, IL 60634	PATRICIA MILACH C/O PATRICIA MILACH 3843 N. NARRAGANSETT CHICAGO, IL 60634	2 8	576.00 (30) ***** SPONSOR ***** THOMAS W. CULLERTON
85-3-0487	13-31-124-049	GALEWOOD SOUTH CONDOMINIUM 2037 N. HARLEM AVENUE CHICAGO, IL 60635	ALICE D'ROURIE C/O ALICE D'ROURIE 2037 N. HARLEM AVENUE CHICAGO, IL 60635	2 12	1,074.00 (36) ***** SPONSOR ***** WILLIAM JF PARRIS
85-3-0488	14-07-318-031	AINCLIE TERRACE CONDOMINIUM ASSOCIATION 2343 W. AINCLIE CHICAGO, IL 60625	E. SUENEY C/O E. SUENEY 2343 W. AINCLIE CHICAGO, IL 60625	2 13	1,021.00 (47) ***** SPONSOR ***** EUGENE C. SCHULTER

CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER--ENT  
MEETING DATE 3/18/87 PERIOD 1986 CODE/S A,P,C

VOUCHER	**** PIN ****	***** DESCRIPTION *****	***** PAYEE *****	RES. REQUESTED \$ UNITS AMOUNT	PAID AMOUNT
86-3-0489	14-16-301-040	707 JUNIOR TERRACE CONDO. ASSN. 707 W. JUNIOR TERRACE CHICAGO, IL 60613	***** PAYEE ***** ALLEN UNRUH 707 W. JUNIOR TERRACE CHICAGO, IL 60613	2 16 1,750.50 (46) ***** SPONSOR ***** JEROME M. ORRACH	1,200.00
86-3-0490	14-21-301-007	FINE GROVE APT. BLDG. CORP. 3556-60 FINE GROVE & 203 WEST ARLISON 60613 CHICAGO, IL 60657	ROD HIGBEE C/O VONDA URBAN TREAS. 3556 FINE GROVE CHICGO., IL 60613	1 19 1,756.82 (46) ***** SPONSOR ***** JEROME M. ORRACH	1,425.00
86-3-0491	19-09-409-061	SOUTH LAPORTE CONDOMINIUM ASSOCIATION 5161 S. LAPORTE AVENUE CHICAGO, IL 60638	RONALD J. HASIBAR C/O DONALD J. HASIBAR 5161 S. LAPORTE AVENUE CHICAGO, IL 60638	2 8 333.00 (23) ***** SPONSOR ***** WILLIAM F. KRYSYNIAK	333.00
86-3-0492	11-20-101-067	SHELBURN COURTS CONDO. ASSN. 6253-55 W. 63RD ST. CHICAGO, IL 60638	JOHN GALLAGHER C/O MS. FLORENCE RALLO 6255 W. 63RD ST. CHICAGO, IL 60638	2 12 340.00 (23) ***** SPONSOR ***** WILLIAM F. KRYSYNIAK	340.00
86-3-0493	19-20-114-027	MELVINA TRACE CONDOMINIUM ASSN 6153 W. 64TH PLACE CHICAGO, IL 60638	FLORA RUDASKI C/O FLOKA RUDASKI 6153 W. 64TH PLACE CHICAGO, IL 60638	2 9 625.00 (23) ***** SPONSOR ***** WILLIAM F. KRYSYNIAK	625.00
86-3-0494	19-34-215-047	PARK PLACE CONDO NO. 1 8020-30 S. FULASKI CHICAGO, IL 60652	MAUREEN RZASA 8020-30 S. FULASKI CHICAGO, IL 60652	2 12 456.00 (18) ***** SPONSOR ***** ROBERT T. NELLAN	456.00
86-3-0495	19-34-215-086	PARK PLACE IV CONDO. ASSOC. 7932-38-44 SOUTH FULASKI CHICAGO, IL 60652	RAY FAUCHER ERICKSON MANAGEMENT COMPANY 4243 WEST 95TH STREET OAKLAND, IL 60453	1 18 561.00 (18) ***** SPONSOR ***** ROBERT T. NELLAN	561.00
86-3-0496	19-34-215-087	PARK PLACE III CONDO ASSOC. 7948-64 SOUTH FULASKI CHICAGO, IL 60652	RAY FAUCHER ERICKSON MGMT. COMPANY 4243 W. 95TH STREET OAKLAND, IL 60453	1 18 528.00 (18) ***** SPONSOR ***** ROBERT T. NELLAN	528.00

3/18/87

REPORTS OF COMMITTEES

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CITY OF CHICAGO  
COMMITTEE ON CLAIMS AND LIABILITY  
VOUCHER REGISTER-----  
MEETING DATE 3/18/87 PERIOD 1986 CODE/S A,B,C

VOUCHER	PIN	***** DESCRIPTION *****	***** PAYEL *****	RES. REQUESTED # UNITS AMOUNT	PAID AMOUNT
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*** TOTAL PAID ***		54,663.33	*** TOTAL PROCESSED ***	48	
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(Continued from page 40566)

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 27, 1987.

*To the President and Members of the City Council:*

Your Committee on Historical Landmark Preservation having had under consideration a recommendation submitted by the Commission on Chicago Historical and Architectural Landmarks (referred January 14, 1987) designating the structure known as Peoples Gas Irving Park Neighborhood Office, 4839 North Irving Park Road, as a Chicago Historical Landmark begs leave to recommend that Your Honorable Body do *Pass* said recommendation by adoption of the ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) EUGENE C. SCHULTER,  
*Chairman.*

On motion of Alderman Schulter, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-64 of the Municipal Code of Chicago, the Commission on Chicago Historical and Architectural Landmarks has determined that the structure known as Peoples Gas Irving Park Neighborhood Office, located at 4839 West Irving Park Road, Chicago, Illinois, is worthy of designation as a "Chicago Landmark"; and

WHEREAS, The Commission has found that Peoples Gas Irving Park Neighborhood Office meets certain criteria for landmark designation as set forth in Chapter 21, Section 21-64(b) of the Municipal Code of Chicago; and

WHEREAS, The Peoples Gas Irving Park Neighborhood Office is a significant representative example of the well-designed neighborhood structures which were erected by the public utilities of Chicago in the early part of the twentieth century; and

WHEREAS, The building was designed by George Grant Elmslie, one of the foremost figures in Chicago's creative architectural movement in the early twentieth century, and is one of the best of his surviving works; and

WHEREAS, The Commission on Chicago Historical and Architectural Landmarks has concluded that the Peoples Gas Irving Park Neighborhood Office is truly important to Chicago, and deserves to be preserved, protected, enhanced and perpetuated; and the Commissioner of Planning of the City of Chicago and the City Council Committee on Cultural Development and Historical Landmark Preservation have concurred in the Commission's recommendation that the Peoples Gas Irving Park Neighborhood Office be designated as a Chicago Landmark; now, therefore,

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

SECTION 1. The facade of the structure known as the Peoples Gas Irving Park Neighborhood Office, located at 4839 West Irving Park Road, Chicago, Illinois, and legally described as:

Lots 20 and 21 in Grayland Park addition to Chicago, Being a Subdivision of the North half of the Northeast quarter of Section 21, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

is hereby designated a "Chicago Landmark".

SECTION 2. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

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SAINT IGNATIUS COLLEGE PREP BUILDING DESIGNATED  
AS "CHICAGO LANDMARK."

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 27, 1987.

*To the President and Members of the City Council:*

Your Committee on Historical Landmark Preservation having had under consideration a recommendation submitted by the Commission on Chicago Historical and Architectural Landmarks (referred December 12, 1986) designating the structure known as St. Ignatius

College Prep Building, 1076 West Roosevelt Road, a Chicago Historical Landmark begs leave to recommend that Your Honorable Body do *Pass* said recommendation by adoption of the ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) EUGENE C. SCHULTER,  
*Chairman.*

On motion of Alderman Schulter, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 46.

*Nays* -- None.

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

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-64 of the Municipal Code of Chicago, the Commission on Chicago Historical and Architectural Landmarks has determined that the structure known as The St. Ignatius College Prep Building, located at 1076 West Roosevelt Road, Chicago, Illinois, is worthy of designation as a "Chicago Landmark"; and

WHEREAS, The Commission has found that St. Ignatius College Prep Building meets certain criteria for landmark designation as set forth in Chapter 21, Section 21-64(b) of the Municipal Code of Chicago; and

WHEREAS, St. Ignatius College Prep has been a dominant force in Catholic education in Chicago since its establishment in 1869 and has played a vital role in the cultural development of Chicago's sizable Catholic population; and

WHEREAS, The architecture of the St. Ignatius College Prep Building combines Italianate, Gothic and Georgian features in an original and harmonious fashion; and

WHEREAS, The school building which originally housed St. Ignatius College is the single remaining example in Chicago of a major nineteenth-century institutional structure; and

WHEREAS, The St. Ignatius College Prep Building has been an integral part of the Near West Side landscape since its construction, and represents a vital historical link between the past and present of the neighborhood; and

WHEREAS, The Commission on Chicago Historical and Architectural Landmarks has concluded that the St. Ignatius College Prep Building is truly important to Chicago, and deserves to be preserved, protected, enhanced and perpetuated; and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the St. Ignatius College Prep Building be designated as a Chicago Landmark; now, therefore,

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

SECTION 1. The exterior of the structure known as the St. Ignatius College Prep Building, located at 1076 West Roosevelt Road, Chicago, Illinois, and legally described in Appendix A attached hereto and made a part of this ordinance, is hereby designated as a "Chicago Landmark". The interior portions of the building described below are also designated as a "Chicago Landmark":

Ground Floor:	Main wood staircase and wood staircase in east wing.
First Floor:	Main wood staircase, wood staircase in east wing, entry vestibule, east-west stairhall, and north-south corridor.
Second Floor:	Main wood staircase, wood staircase in east wing, east-west stairhall, and north-south corridor.
Third Floor:	Main wood staircase, wood staircase in east wing, east-west stairhall, and north-south corridor.
Fourth Floor:	Wood staircase in east wing and two-story "Brunswick Room" (former natural history museum).

SECTION 2. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

Appendix A attached to this ordinance reads as follows:

*Appendix A.*

All of Lots 33, 34, 35 and 36, and parts of Lots 32, 37, 40, 42, 44 and 46, and parts of vacated alleys and the vacated street, all in Crane and Wesson's Subdivision of Blocks 27

and 28 in the Canal Trustees' Subdivision of the Southeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, all taken as a tract of land described as follows (Note: the east line of South May Street is assumed as "Due North" for the following courses):

Beginning at the southwest corner of Lot 25 in said Subdivision, being the northeast corner of West Roosevelt Road and said South May Street; thence due east on the north line of said Roosevelt Road a distance of 190.65 feet to the place of beginning of this parcel of land; thence due north a distance of 90.65 feet; thence due east a distance of 42.40 feet; thence due north a distance of 97.65 feet; thence due east a distance of 71.30 feet; thence due south a distance of 97.65 feet; thence due east a distance of 42.10 feet; thence due south a distance of 91.26 feet to a point in said north line of Roosevelt Road; thence due west on said line a distance of 155.80 feet to the place of beginning.

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SIDNEY A. KENT HOUSE DESIGNATED AS "CHICAGO  
LANDMARK."

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, February 27, 1987:

*To the President and Members of the City Council:*

Your Committee on Historical Landmark Preservation having had under consideration a recommendation by the Chicago Landmarks Commission (referred January 14, 1987) to designate Sidney A. Kent House, 2944 South Michigan as a Chicago Historical Landmark begs leave to recommend that Your Honorable Body do *Pass* said recommendation by adoption of the ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) EUGENE C. SCHULTER,  
*Chairman.*

On motion of Alderman Schulter, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 21, Section 21-64 of the Municipal Code of Chicago, the Commission on Chicago Historical and Architectural Landmarks has determined that the structure known as The Sidney A. Kent House, located at 2944 South Michigan Avenue, Chicago, Illinois, is worthy of designation as a "Chicago Landmark"; and

WHEREAS, The Commission has found that Sidney A. Kent House meets certain criteria for landmark designation as set forth in Chapter 21, Section 21-64(b) of the Municipal Code of Chicago; and

WHEREAS, The Sidney A. Kent House is a vestige of the period when South Michigan Avenue was an enclave of urban affluence during the late nineteenth and early twentieth centuries, and illuminates significant aspects of the social and economic history of Chicago; and

WHEREAS, Its first two owners, Sidney Kent and John "Bet A Million" Gates were prominent capitalists and well-known figures in Chicago; and

WHEREAS, The Sidney A. Kent House, built in 1882--1883, is a noteworthy example of the work of the prominent architects, Daniel Hudson Burnham and John Wellborn Root; and

WHEREAS, The Sidney A. Kent House is a good example of an early urban Queen Anne style of architecture; and

WHEREAS, The Commission on Chicago Historical and Architectural Landmarks has concluded that the Sidney A. Kent House is truly important to Chicago, and deserves to be preserved, protected, enhanced and perpetuated; and the Commissioner of Planning of the City of Chicago and the City Council Committee on Historical Landmark Preservation have concurred in the Commission's recommendation that the Sidney A. Kent House be designated as a Chicago Landmark; now, therefore,

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

SECTION 1. The Sidney A. Kent House, including its interior and exterior, located at 2944 South Michigan Avenue, Chicago, Illinois and legally described as follows:

Lots 1 to 5, both inclusive, in Aaron Gibb's Subdivision of the North 1/2 of all that part North of the South 33 feet of Lot 94 of the Canal Trustees' Subdivision of the West 1/2 of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian;

Also

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3/18/87

The South 5 feet of Lot 29 and all of Lot 30 in the Assessor's Division of Block 93 in the Canal Trustees Subdivision of the West 1/2 of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian:

All in Cook County, Illinois,

is hereby designated a "Chicago Landmark."

SECTION 2. The Commission on Chicago Historical and Architectural Landmarks is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago Landmark in accordance with the provisions of Section 21-64(f) of the Municipal Code of Chicago.

SECTION 3. The Commission on Chicago Historical and Architectural Landmarks is directed to comply with the provisions of Section 21-64(g) of the Municipal Code of Chicago.

SECTION 4. This ordinance shall take effect from and after the date of its passage.

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### COMMITTEE ON LOCAL TRANSPORTATION.

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#### AUTHORITY GRANTED FOR ESTABLISHMENT OF BUS STAND ON PORTION OF EAST ERIE STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on January 14, 1987) for the establishment of a bus stand on East Erie Street along the north curb from a point 20 feet west of the property line of North Michigan Avenue to a point 46 feet west thereof--at all times, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) BURTON F. NATARUS,  
*Chairman.*

On motion of Alderman Natarus, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:



*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

Public Way	Area
East Erie Street (north curb)	On East Erie Street along the north curb from a point 20 feet west of the property line of North Michigan Avenue to a point 46 feet west thereof (at all times).

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than two hundred dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due publication.

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AUTHORITY GRANTED FOR INSTALLATION OF BUS  
PASSENGER SHELTER ON WEST ROOSEVELT  
ROAD AT INTERSECTION OF SOUTH  
WOLCOTT AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on February 3, 1987) authorizing the Chicago Transit Authority to install a bus passenger shelter for westbound traffic on West Roosevelt Road at the intersection of South Wolcott Avenue, with the provision that the C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) BURTON F. NATARUS,  
*Chairman.*

On motion of Alderman Natarus, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right of way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
Roosevelt		Wolcott	Westbound	1

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

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AUTHORITY GRANTED FOR INSTALLATION OF BUS  
PASSENGER SHELTER ON WEST HARRISON  
STREET AT INTERSECTION OF  
SOUTH MORGAN STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on February 3, 1987) authorizing the Chicago Transit Authority to install a bus passenger shelter for eastbound traffic on West Harrison Street at the intersection of South Morgan Street, with the provision that the C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) BURTON F. NATARUS,  
*Chairman.*

On motion of Alderman Natarus, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right of way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
Harrison		Morgan	Eastbound	1

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

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AUTHORITY GRANTED FOR INSTALLATION OF BUS PASSENGER  
SHELTER ON WEST CERMAK ROAD AT  
INTERSECTION OF SOUTH  
KEELER AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on February 11, 1987) authorizing the Chicago Transit Authority to install a bus passenger shelter for eastbound traffic on West Cermak Road at the intersection of South Keeler Avenue, with the provision that the C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) BURTON F. NATARUS,  
*Chairman.*

On motion of Alderman Natarus, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has selected as a site a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of the time between buses was also a factor in this site selection; now, therefore,

*Be It Ordained by the City Council of the City of Chicago;*

SECTION 1. That the construction of a bus shelter at the following location within the public right of way of the City of Chicago is hereby approved:

Street	At.	Intersection	Location	Ward
Cermak		Keeler	Eastbound	22

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

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AUTHORITY GRANTED FOR INSTALLATION OF BUS PASSENGER  
SHELTER ON NORTH HARLEM AVENUE AT  
INTERSECTION OF WEST PETERSON  
AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on January 14, 1987) authorizing the Chicago Transit Authority to install a bus passenger shelter for southbound traffic on North Harlem Avenue at the intersection of West Peterson Avenue, with the provision that the C.T.A. assume sole responsibility relating to same, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,  
(Signed) BURTON F. NATARUS,  
*Chairman.*

On motion of Alderman Natarus, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, The Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus shelter at the following location within the public right of way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
North Harlem Avenue		West Peterson Avenue	Southbound	41

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus shelter.

SECTION 1d. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

SECTION 1e. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

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AUTHORITY GRANTED FOR INSTALLATION OF BUS PASSENGER  
SHELTERS AT DESIGNATED LOCATIONS.

The Committee on Local Transportation submitted the following report:

CHICAGO, March 17, 1987.

*To the President and Members of the City Council:*

Your Committee on Local Transportation, having had under consideration three proposed orders (which were referred on February 3 and 11, 1987) memorializing the Chicago Transit Authority to give consideration to the installation of bus passenger shelters at the following locations:

Northwest corner of North Clarendon Avenue and Montrose Avenue;

Southeast corner of West 54th Street and South Harlem Avenue; and

3800 South Dr. Martin Luther King Jr., Drive for southbound traffic,

begs leave to recommend that Your Honorable Body *Pass* the said proposed orders, which are transmitted herewith.

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



Respectfully submitted,  
(Signed) BURTON F. NATARUS,  
*Chairman.*

On motion of Alderman Natarus, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

The following are said orders as passed:

*Ordered*, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the northwest corner of Clarendon and Montrose Avenues.

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*Ordered*, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on the southeast corner of West 54th Street and South Harlem Avenue.

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*Ordered*, That the Chicago Transit Authority is hereby directed to give consideration to the installation of a bus shelter at 3800 South Dr. Martin Luther King Jr., Drive for southbound traffic.

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### **MATTERS PRESENTED BY THE ALDERMEN.**

**(Presented By Wards, In Order, Beginning With The Fiftieth Ward).**

Arranged under the following subheadings:

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

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

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*Referred -- ONE-WAY TRAFFIC RESTRICTION ON SPECIFIED  
PUBLIC WAYS.*

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
SAWYER (6th Ward)	First north-south alley, bounded by East 77th Street, South Evans Avenue, South Cottage Grove Avenue and East 78th Street--southerly;
BURKE (14th Ward)	First east-west alley, north of West 55th Street, between South Rockwell Street and South Maplewood Avenue--easterly;
BITOY (34th Ward)	West 117th Street, from South Wentworth Avenue to South Wallace Street--westerly.

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*Referred -- AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION  
AT SPECIFIED LOCATIONS.*

Alderman Schulter (47th Ward) presented two proposed ordinances to amend the direction of one-way traffic restrictions at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Bell Avenue, from West Berteau Avenue to West Montrose Avenue--southerly.	By striking "southerly" and inserting in lieu thereof "northerly".
North Leavitt Street, from West Montrose Avenue to West Berteau Avenue--northerly.	By striking "northerly" and inserting in lieu thereof "southerly".

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*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

*HAGOPIAN* for *ROTI* (1st Ward)

South Jefferson Street (west side) from a point 119 feet north of West Jackson Boulevard to a point 25 feet north thereof;

West Washington Street (north side) from a point 112 feet east of North Jefferson Street to a point 37 feet east thereof;

West 24th Street at 319 (except for handicapped);

*EVANS* (4th Ward)

South Berkeley at 4121 (except for handicapped);

South Drexel Boulevard at 4901 (except for handicapped);

*BLOOM* (5th Ward)

South Cornell Avenue (east side) from a point 40 feet south of East 54th Street to a point 25 feet south thereof;

*HUMES* (8th Ward)

South Dobson Avenue at 9049 (except for handicapped);

*MAJERCZYK* (12th Ward)

South Sacramento Avenue (west side) at 4630 (except for handicapped);

*MADRZYK* (13th Ward)

West 69th Street (north side) at 3642 (except for handicapped);

*BURKE* (14th Ward)

South Campbell Avenue at 5220 (except for handicapped);

*CARTER* (15th Ward)

South Marshfield Avenue at 7253 (except for handicapped);

South Washtenaw at 7000 (two signs);

*GUTIERREZ* (26th Ward)

North Campbell Avenue at 1342 (except for handicapped);

Alderman	Location and Distance
SMITH for W. DAVIS (27th Ward)	North Spaulding Avenue at 656 (except for handicapped);
MELL (33rd Ward)	North Clybourn Avenue at 3155 (at either side of 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 specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
MADRZYK (13th Ward)	South Springfield Avenue (west side) from West 62nd Street to the first alley north thereof--8:00 A.M. to 4:00 P.M.--Monday through Friday;
STONE (50th Ward)	North Western Avenue (west side) from West Birchwood Avenue to West Howard Street--8:00 P.M. to 8:00 A.M.--Monday through Sunday.

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*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING  
ZONE ON PORTION OF SOUTH WOOD STREET.

Alderman Soliz (25th Ward) presented a proposed order to establish a residential permit parking zone on both sides of South Wood Street, between West Cermak Road and South Blue Island Avenue, at all times, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred* -- ESTABLISHMENT OF DIAGONAL PARKING ON  
PORTION OF WEST CORNELIA AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed order to establish diagonal parking on the north side of West Cornelia Avenue, from North Pulaski Road to the first alley thereof, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- ESTABLISHMENT OF TOW-AWAY ZONES  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
<i>ROTI</i> (1st Ward)	North Wacker Drive, upper level (east side) from West Court Place on the south side to West Randolph Street on the north side--at all times;  South Jefferson Street (west side) from a point 110 feet north of West Adams Street to a point 88 feet north thereof--at all times;
<i>NATARUS</i> (42nd Ward)	West Schiller Street at 88 (at either side of driveway)--at all times;
<i>OBERMAN</i> (43rd Ward)	North Halsted Street at 2128 (at either side of driveway)--at all times.

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*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
<i>BANKS</i> (36th Ward)	West Belmont Avenue and North Pittsburgh Avenue;
<i>SCHULTER</i> (47th Ward)	West Addison Street and North Hamilton Avenue--"Flashing Yellow Signal--Pedestrians Crossing".

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*Referred* -- INSTALLATION OF TRAFFIC SIGNS  
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
EVANS (4th Ward)	54th Street and South Ellis Avenue, controlling traffic going north and south on Ellis Avenue--"Stop";
SAWYER (6th Ward)	East 97th Street (one-way/westerly) and South Indiana Avenue (one-way/southerly)--"Stop";
HUTCHINSON (9th Ward)	North and southbound traffic on South Indiana Avenue, at the intersection of East 133rd Street-- "Stop";
MADRZYK (13th Ward)	West 77th Street and South Hamlin Avenue, stopping 77th Street traffic--"2-Way Stop";  East-west alley, bounded by West 79th Street, West 79th Place, South Lawndale Avenue and South Hamlin Avenue-- "Through Traffic Prohibited";  North and southbound traffic on South Kolmar Avenue, at the intersection of West 56th Street-- "Stop";  North and southbound traffic on South Central Park Avenue, at the intersection of West 60th Street-- "Stop";
BURKE (14th Ward)	West 63rd Place and South Homan Avenue, stopping westbound traffic on 63rd Place--"Stop";  South Campbell Avenue and West 53rd Street, stopping southbound traffic on Campbell Avenue--"Stop";
LANGFORD (18th Ward)	West 68th Street and Loomis Avenue for traffic going west on 68th Street--"3-Way Stop";
SHEAHAN (19th Ward)	Eastbound traffic on West 92nd Street at South Winchester Avenue--"Stop";

Alderman	Location and Type of Sign
<i>SHERMAN</i> (21st Ward)	West 90th Street (one-way street/westerly) at the intersection of South Lowe Avenue--"Stop";  West 89th Street (one-way street) at the intersection of South Lowe Avenue--"Stop";  Northbound traffic on South Union Avenue (one-way street) at the intersection of West 91st Street--"Stop";
<i>GUTIERREZ</i> (26th Ward)	North and southbound traffic on North Paulina Street, at the intersection of West Haddon Avenue--"Stop";
<i>SMITH</i> for <i>W. DAVIS</i> (27th Ward)	In front of 300 South Kedzie Avenue-- "No Parking";
<i>SANTIAGO</i> (31st Ward)	West Dickens Avenue and North Drake Avenue--"4-Way Stop";  West Dickens Avenue and North Spaulding Avenue--"4-Way Stop";
<i>GABINSKI</i> (32nd Ward)	West Altgeld Street and North Marshfield Avenue, stopping Altgeld Street traffic--"Stop";
<i>MELL</i> (33rd Ward)	North Avondale Avenue and North Albany Avenue--"3-Way Stop";
<i>BANKS</i> (36th Ward)	East and westbound traffic on West Schubert Avenue, at the intersection of North Nordica Avenue--"Stop";  West Schubert Avenue and North Neva Avenue (one-way street/southerly)--"3-Way Stop";  2217 North Sayre Avenue--"No Outlet";  6944 West Palmer Street--"No Outlet";
<i>LAURINO</i> (39th Ward)	North Sauganash Avenue and North Lemont Avenue--"4-Way Stop";

## Alderman

## Location and Type of Sign

*HANSEN* (44th Ward)

North Pine Grove Avenue and West Cornelia Avenue--"Stop";

West George Street and North Mildred Avenue, stopping George Street traffic--"Stop";

Southeast corner of West Henderson Street and North Southport Avenue--"Stop".

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*Referred --* PROPOSED STUDY REGARDING INSTALLATION OF  
STOP SIGNS ON NORTH PINE AVENUE.

Alderman D. Davis (29th Ward) presented a proposed order to study the feasibility of erecting stop signs for eastbound traffic, on North Pine Avenue at West End Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred --* WEIGHT LIMITATION ESTABLISHED ON PORTION  
OF NORTH PAULINA STREET.

Alderman Gutierrez (26th Ward) presented a proposed ordinance to fix a weight limitation of five tons for trucks and commercial vehicles on North Paulina Street, from West Division Street to West Haddon Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

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2. ZONING ORDINANCE AMENDMENTS.

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*Referred --* ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented four proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN BURKE (14th Ward):

To classify as an M2-2 General Manufacturing District instead of an R3 General Residence District the area shown on Map No. 12-H bounded by



West 51st Place; a line 123 feet west of South Hoyne Avenue; a line 320.33 feet south of West 51st Place; a line 141.87 feet west of South Hoyne Avenue; a line 486.5 feet south of West 51st Place; and a line 451 feet west of South Hoyne Avenue.

*BY ALDERMAN GUTIERREZ (26th Ward):*

To classify as a C1-2 Restricted Commercial District instead of a B4-2 Restricted Service District the area shown on Map No. 3-H bounded by

West North Avenue; North Bell Avenue; the alley next south of West North Avenue; and a line 125 feet west of North Bell Avenue.

*BY ALDERMAN KOTLARZ (35th Ward):*

To classify as a B2-2 Restricted Retail District instead of a B4-2 Restricted Service District the area shown on Map No. 9-J bounded by

the alley next south of West Roscoe Street; the alley next east of North Pulaski Road; a line 50 feet north of West School Street; North Harding Avenue; West Milwaukee Avenue; and North Pulaski Road.

*BY ALDERMAN ORBACH (46th Ward):*

To classify as an R7 General Residence District instead of a C1-4 Restricted Commercial District the area shown on Map No. 9-F bounded by

West Grace Street; a line 226 feet east of North Broadway; a line 500 feet north of West Waveland Avenue; and North Broadway.

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### 3. CLAIMS.

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#### *Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 45 proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
EVANS (4th Ward)	48th and Dorchester Condominium Association;
	1357 East Madison Park Condominium Association;
	5100 South Hyde Park Condominium Association;

Alderman

Claimant

Tudor Gables Building Corporation;

University Park Condominium  
Association;

5220--5222 South Dorchester  
Condominium Association;

Kimbark Crossing Condominium  
Association;

Dorchester Condominium Association;

Hyde Park Boulevard Condominium  
Association;

1356 East Hyde Park Boulevard  
Condominium Association;

Hyde Park--Woodlawn Condominium  
Association;

Eaton Place Condominium Association;

5117--5119 South Kimbark  
Condominium Association;

The Chippewa Apartments Association;

*BLOOM* (5th Ward)

South Shore Villa Condominium  
Association (2);

*BEAVERS* (7th Ward)

Lake Edge Building Corporation,  
Incorporated (2);

*MADRZYK* (13th Ward)

Ford City Condominium Association;

*BANKS* (36th Ward)

Palmer Courts;

*CULLERTON* (38th Ward)

Maryville Condominium Owners  
Association;

## Alderman

## Claimant

*PUCINSKI* (41st Ward)Fountain Place Condominium  
Association;Innsbrook No. 1 Condominium  
Association;Lawrence Place Condominium  
Association;Norwood Point Condominium  
Association;Northwest Point South Condominium  
Association;Parkway Circle Condominium  
Association;Raven Place Condominium  
Association;Norwood Village Condominium  
Association;*NATARUS* (42nd Ward)

850 Dewitt Condominium Association

*HANSEN* (44th Ward)648 West Oakdale Condominium  
Association;

Atheling Condominium Association;

607--613 West Melrose Condominium  
Association;633 West Melrose Condominium  
Association;555 West Aldine Condominium  
Association;

Surf-Walk Condominium Association;

425 West Wellington Condominium  
Association;

Alderman

Claimant

708--714 West Wellington Condominium  
Association;606 West Aldine Condominium  
Association;*MC LAUGHLIN* (45th Ward)

Austin Manor Condominium;

Hollywood Park Condominium  
Association;

700 Cornelia Condominium Association;

*SCHULTER* (47th Ward)

Yesteryear Condominium;

*STONE* (50th Ward)6120--6122 North Hamilton Avenue  
Building Cooperative Corporation;7522 1/2 North Ridge Building  
Corporation.

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#### 4. UNCLASSIFIED MATTERS

*(Arranged In Order According To Ward Numbers).*

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

Presented By

**ALDERMAN ROTI (1st Ward):**

*Referred*-- GRANTS OF PRIVILEGE IN PUBLIC WAYS FOR  
VARIOUS PURPOSES.

Six proposed ordinances for grants of privilege in public ways for various purposes, which were *Referred to the Committee on Streets and Alleys*, as follows:

Hamilton Corporation--to maintain and use a covered bridge or passageway over and across the north-south public alley south of East 13th Street connecting 1319 South Michigan Avenue with 1304--1324 South Indiana Avenue at the second and third floors;

Investment Properties Associates--to maintain and use a loading platform connected to the premises at 6 North Michigan Avenue;

LaSalle National Bank, under trust 49371--to maintain and use vaults adjacent to the premises at 105 West Adams Street;

Randolph Flower Shop, Incorporated--to occupy a portion of the public way adjacent to 59 East Lake Street for the display of flowers;

Stroebeck, Reiss and Company--to maintain and use vaulted areas in the block bounded by East Adams Street, East Monroe Street, South State Street and South Wabash Avenue for storage purposes;

Washington Square Associates--to maintain and use a vault adjacent to the premises at 659 West Washington Street.

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Presented By

**ALDERMAN EVANS (4th Ward):**

*Referred --* INSTALLATION OF ALLEY LIGHTS AT  
SPECIFIED LOCATIONS.

Two proposed orders for the installation of alley lights at the locations specified, which were *Referred to the Committee on Finance*, as follows:

Within the 800 block of East 52nd Street;

Behind the premises at 5035 South Drexel Boulevard.

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Presented By

**ALDERMAN BLOOM (5th Ward):**

*Referred --* ISSUANCE OF PERMIT TO ILLINOIS ATHLETIC  
ASSOCIATION FOR CHICAGO TRIATHALON  
ON AUGUST 2, 1987.

A proposed resolution directing issuance of a permit to the Illinois Athletic Association for the Chicago Triathlon on August 2, 1987 and prohibiting issuance of a permit for any other triathlon event within a six-week period before or after said date, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

**ALDERMAN HUTCHINSON (9th Ward):**

*Referred --* STUDY OF COSTS INVOLVED IN CONSTRUCTION OF  
ADDITIONAL SEWERS ON PORTIONS OF SOUTH WABASH  
AVENUE AND EAST 105TH PLACE.

A proposed order urging a study of the costs involved for the construction of additional sewers on South Wabash Avenue, between East 103rd Street and East 107th Street, and on East 105th Place, between South Cottage Grove Avenue and South Corliss Avenue, which was *Referred to the Committee on Finance*.

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*Referred --* STUDY REGARDING ESTIMATES FOR SPECIFIED  
ROADWAY IMPROVEMENTS.

Also, a proposed order urging a study regarding estimates for roadway improvements on portions of East Kensington Avenue, East 136th Street, South Prairie Avenue, South Calumet Avenue, East 113th Street, East 114th Street, East 115th Street, South Indiana Avenue, East 114th Place, and South Michigan Avenue, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN VRDOLYAK (10th Ward):**

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF  
SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 140 feet of the first east-west 20-foot public alley south of East 91st Street in the block bounded by East 91st Street, East 92nd Street, South Houston Avenue and South Baltimore Avenue for the South Chicago Y.M.C.A. (No. 6-10-87-1144); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Vrdolyak, the foregoing proposed order was *Passed*.

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Presented By

**ALDERMAN HUELS (11th Ward):**

*Referred -- GRANT OF PRIVILEGE TO DROVER'S NATIONAL  
BANK OF CHICAGO FOR PEDESTRIAN TUNNEL.*

A proposed ordinance to grant permission and authority to Drover's National Bank of Chicago to maintain and use a pedestrian tunnel running under and along present parking lot behind the premises at 1542 West 47th Street, which was *Referred to the Committee on Streets and Alleys.*

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Presented By

**ALDERMAN BURKE (14th Ward):**

CONGRATULATIONS EXTENDED TO STOCKYARDS COMMUNITY  
KIWANIS CLUB FOR 50 YEARS OF  
DISTINGUISHED SERVICE.

A proposed resolution reading as follows:

WHEREAS, Kiwanis is an American Indian word, which means "we make ourselves known," just as Kiwanis Clubs in America have made their members and their work known to all of us; and

WHEREAS, The name Kiwanis suggests openness and a freedom from old prejudices; and

WHEREAS, In 1855 Kiwanis Club members were instrumental in breaking the pernicious No Nothing Party in Chicago and removing the City's No Nothing Mayor; and

WHEREAS, The Kiwanis Club of the Stockyards Community in Chicago is celebrating 50 years of distinguished service, which will be commemorated at a banquet May 6, 1987, and during its life has succeeded in embracing all racial and ethnic groups in its ranks; and

WHEREAS, The Stockyards Community Kiwanis Club counted among its members the late Mayor Richard J. Daley, as well as many other outstanding citizens and businesses; now, therefore,

*Be It Resolved*, We, the Mayor and the members of the City Council of the City of Chicago, extend our warmest congratulations to the Stockyards Community Kiwanis Club and join in celebrating the half century of service it has given Chicago.

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

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN BURKE (14th Ward) and  
ALDERMAN KELLAM (18th Ward):**

HONOR EXTENDED TO JUDGE AND MRS. MURRAY ON  
OCCASION OF THEIR 10TH WEDDING  
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, James and Florence "Sis" Murray, lifelong residents of the great southwest side of Chicago, will celebrate their 10th wedding anniversary on March 27, 1987, a day their loving family will commemorate; and

WHEREAS, Justice James Murray ranks as one of the most distinguished jurists on the Illinois Appellate Court, and served with distinction as Alderman of the 18th Ward and Representative to the United States Congress; and

WHEREAS, "Sis" Murray is an enthusiastic contributor to many civic and charitable projects, specifically, through her efforts on behalf of Visitation Parish and Old St. Patrick's Church, and to the Sinsinawa Dominican Congregation, Sister Kaye Ashe, Prioress General; and

WHEREAS, March 24, 1977, Judge Murray and "Sis" were married at Old St. Patrick's Church at a nuptial Mass celebrated by Fr. Steve O'Donnell; and

WHEREAS, Jim and "Sis" Murray joyously cherish the bonds of family and the four Murray sons, Jim Jr., Tom, Steve and Mike and their seven grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and the City Council of the City of Chicago assembled this day, March 18, 1987, honor Judge Murray and "Sis" Murray and celebrate their 10th wedding anniversary and further extend our warmest congratulations.

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



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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN LANGFORD (16th Ward):**

**"THE ENGLEWOOD BACK TO SCHOOL PARADE" RENAMED  
"WILLIE L. PITTMAN'S ENGLEWOOD BACK TO  
SCHOOL PARADE."**

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 organizations 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* by yeas and nays as follows:

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

*Nays* -- None.

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

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Presented By

**ALDERMAN KELLEY (20th Ward):**

CONGRATULATIONS EXTENDED TO FATHER TRACY O'SULLIVAN  
ON OCCASION OF HIS SILVER JUBILEE.

A proposed resolution reading as follows:

WHEREAS, Fr. Tracy O'Sullivan was ordained a Carmelite Priest on 26 May 1962; and

WHEREAS, On 24 August 1964 Fr. Tracy was named Associate Pastor of St. Clara Church, where he became very active working with neighborhood youth and street gangs; and

WHEREAS, In 1966, Fr. Tracy was assigned to St. Cyril Church where he began diligently working to improve the Woodlawn Community; and

WHEREAS, Fr. Tracy fought to close taverns along 63rd Street in what was called "Baby Skid Row," led the campaign against Jackson Park Hospital to upgrade the quality of medical care available to the community, worked closely with the Blackstone Rangers and the Disciples in an attempt to curb gang violence in the community and helped bring about the first legal challenge of police brutality in the neighborhood; and

WHEREAS, In January, 1973, Fr. Tracy became Principal of St. Cyril School, and served in that capacity until the fall of 1976, when he went to the University of Notre Dame where he earned a Masters Degree in Theology; and

WHEREAS, Fr. Tracy served on the Carmelite Provincial Council from 1978 to 1982, during which time he worked at the local and national levels on the issues of justice and peace, and was an active member of Chicago Call to Action; and

WHEREAS, In July, 1984, Fr. Tracy was made Pastor of St. Clara's Church, and currently serves as President of the Board of St. Martin de Porres House of Hope; now, therefore,

*Be It Resolved*, By the Mayor and members of the Chicago City Council in meeting assembled this 18th day of March 1987, A.D., that we congratulate Fr. Tracy O'Sullivan as he celebrates the Silver Jubilee of his ordination on 22 March 1987, and wish him continued success in his service to the community and its residents; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Fr. Tracy O'Sullivan.

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

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

---

Presented By

**ALDERMAN GARCIA (22nd Ward):**

*Referred -- GRANTING OF PERMISSION TO HOLD SIDEWALK  
SALE ON PORTION OF WEST 26TH STREET.*

A proposed order to grant permission to the Little Village Chamber of Commerce to hold a sidewalk sale on both sides of West 26th Street, between South Sacramento Avenue and South Kostner Avenue, for the period extending June 4 through June 7, 1987, which was *Referred to the Committee on Beautification and Recreation.*

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Presented By

**ALDERMAN KRYSTYNIAK (23rd Ward):**

CONGRATULATIONS EXTENDED TO MR. AND MRS.  
JOHN IVKOVICH ON OCCASION OF THEIR  
60TH WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. John Ivkovich, residents of Chicago's great southwest side, have just celebrated 60 years of wedded bliss; and

WHEREAS, Helen and John Ivkovich, both born in Yugoslavia, have made Chicago their home for the entirety of their adult lives, and have long been active members in the southwest side community and especially in St. Daniel the Prophet Parish; and

WHEREAS, Married in Chicago, December 4, 1926, the Ivkoviches typify the strength and solidity of family life: They celebrated their sixtieth anniversary with their three children, six grandchildren and seven great-grandchildren, and with their many friends; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of March, 1987, A.D., do hereby express our heartiest congratulations to Mr. and Mrs. John Ivkovich on their sixtieth wedding anniversary, and extend to these fine citizens our very best wishes for many more years of happiness and prosperity; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. and Mrs. John Ivkovich.

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

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN HENRY (24th Ward):**

*Referred* -- GRANT OF PRIVILEGE TO SEARS, ROEBUCK  
AND COMPANY FOR PIPE TUNNEL.

A proposed ordinance to grant permission and authority to Sears, Roebuck and Company to maintain and use an existing pipe tunnel under and across West Arthington Street, near South Homan Avenue, for the conveyance of water, steam and electricity between buildings on both sides of West Arthington Street, which was *Referred to the Committee on Streets and Alleys*.

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*Referred* -- INVESTIGATION OF COMMUNITY COLLEGE  
DISTRICT 508 EDUCATIONAL SYSTEM.

Also, a proposed resolution urging the Board of Trustees of the City Colleges of Chicago and the City Council Committee on Education to investigate the educational system of Community College District 508 with specific reference to setting new standards for educational goals, administrative responsibility, faculty performance and faculty qualifications, which was *Referred to the Committee on Education*.

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Presented By

**ALDERMAN SOLIZ (25th Ward):**

*Referred* -- INSTALLATION OF BUS PASSENGER SHELTER AT  
INTERSECTION OF SOUTH WESTERN AVENUE  
AND WEST 16TH STREET.

A proposed order to install a bus passenger shelter for southbound passengers on the northwest corner of South Western Avenue and West 16th Street, which was *Referred to the Committee on Local Transportation*.

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Presented By

**ALDERMAN GUTIERREZ (26th Ward):**

*Referred --* INSTALLATION OF STREET LIGHT ON PORTION  
OF NORTH PAULINA STREET.

A proposed order to install a street light in the middle of the 1100 block of North Paulina Street, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN SMITH (28th Ward):**

*Referred --* GRANTING OF PERMISSION FOR OPERATION OF  
NEWSSTAND AT WEST JACKSON BOULEVARD AND  
SOUTH PULASKI ROAD.

A proposed order to grant permission to Mr. Booker T. McCall for the operation of a newsstand on the northeast corner of West Jackson Boulevard and South Pulaski Road on a daily basis, in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN SANTIAGO (31st Ward):**

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTERS 11 AND  
12 TO REQUIRE PUBLIC HEARINGS PRIOR TO POLICE  
AND FIRE STATION CLOSURES, ETC.

A proposed ordinance to amend Municipal Code Chapters 11 and 12 by prohibiting the closure, movement or reduction in manpower of any police or fire station unless a public hearing is held within the affected district and the City Council approves of the action by a 3/4 majority, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

*Referred* -- PETITIONING OF UNITED STATES IMMIGRATION AND  
NATURALIZATION SERVICE TO RECONSIDER FEE  
STRUCTURE FOR RESIDENT APPLICANTS.

Also, a proposed resolution petitioning the United States Immigration and Naturalization Service to reconsider the fee structure imposed on people applying for legal resident or amnesty status.

Alderman Santiago moved to suspend the rules temporarily to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen Humes, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Garcia, Soliz, Gutierrez, Hagopian, Santiago, Gabinski, Mell, Banks, Cullerton, Laurino, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Volini -- 24.

*Nays* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Henry, Smith, D. Davis, Bitoy, Giles, Oberman, Orr -- 19.

Thereupon, said proposed resolution was *Referred to the Committee on Intergovernmental Relations*.

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Presented By

**ALDERMAN GABINSKI (32nd Ward) and OTHERS:**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 192,  
BY ADDING NEW SECTION 192-5.3 PROHIBITING  
ACTS OF PROSTITUTION.

A proposed ordinance, presented by Aldermen Gabinski, Gutierrez and Santiago, to amend Municipal Code Chapter 192 by adding thereto a new section to be known as Section 192-5.3 prohibiting any act of prostitution and setting penalties for violations thereof, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

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*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 27,  
SECTION 27-29.1 CONCERNING OBSTRUCTION OF  
VEHICULAR TRAFFIC FLOW ON  
PUBLIC WAYS.

Also, a proposed ordinance, presented by Aldermen Gabinski, Gutierrez and Santiago, to amend Municipal Code Chapter 27, Section 27-29.1 prohibiting merchants doing business on public ways within the City from obstructing the flow of vehicular traffic and setting penalty

fines for the violation thereof, which was *Referred to the Committee on Traffic Control and Safety*.

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Presented By

**ALDERMAN MELL (33rd Ward):**

*Referred --* ISSUANCE OF PERMITS TO HOLD YOUTH  
OLYMPIC ACTIVITIES ON PORTIONS OF  
WEST LOGAN BOULEVARD.

Two proposed orders for the issuance of permits to the Logan Square Neighborhood Association, c/o Reverend Richard Lanford, to hold specified activities associated with a Youth Olympics, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Torch run and relay races--on West Logan Boulevard, from North Western Avenue to the monument at North Kedzie Avenue on Saturday, May 9, 1987;

Track run--on West Logan Boulevard, from North Maplewood Avenue to North Rockwell Avenue on Saturday, May 16, 1987.

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Presented By

**ALDERMAN BITOY (34th Ward):**

*Referred --* REDUCTION IN ANNUAL LICENSE FEES FOR  
SPECIAL POLICE EMPLOYED BY ROSELAND  
COMMUNITY HOSPITAL ASSOCIATION.

A proposed ordinance requiring each of the special police employed by Roseland Community Hospital Association to pay a ten dollar license fee pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN GILES (37th Ward):**

*Referred --* REDUCTION IN ANNUAL LICENSE FEES FOR  
SPECIAL POLICE EMPLOYED BY GOOD NEWS  
COMMUNITY CHURCH.



A proposed ordinance requiring each of the special police employed by Good News Community Church to pay a ten dollar license fee pursuant to Municipal Code Chapter 173, Section 173-6, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN LAURINO (39th Ward):**

*Referred -- GRANT OF PRIVILEGE TO NORTH PARK  
COLLEGE AND THEOLOGICAL SEMINARY  
FOR PIPE TUNNEL.*

A proposed ordinance to grant permission and authority to North Park College and Theological Seminary to maintain and use an existing pipe tunnel under and across North Spaulding Avenue, near West Foster Avenue, for the transmission of steam and hot water, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE  
ON PORTIONS OF WEST LAWRENCE AVENUE AND  
NORTH KEDZIE AVENUE.*

Also, a proposed order for the issuance of permits to the Albany Park Chamber of Commerce, c/o David C. Seglin, to hold a sidewalk sale on West Lawrence Avenue, between North Troy Street and North Pulaski Road, and on North Kedzie Avenue, between West Wilson Avenue and West Ainslie Street for the period of April 30 through May 3, 1987, which was *Referred to the Committee on Beautification and Recreation*.

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*Referred -- ISSUANCE OF PERMITS TO HOLD SUMMER FESTIVAL  
ON PORTIONS OF WEST LAWRENCE AVENUE AND  
NORTH KEDZIE AVENUE.*

Also, a proposed order for the issuance of permits to the Albany Park Chamber of Commerce, c/o David C. Seglin, to hold a summer festival on West Lawrence Avenue, from North Troy Street to North Pulaski Road, and on North Kedzie Avenue, from West Wilson Avenue to West Ainslie Street for the period of August 13 through August 16, 1987, which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN NATARUS (42nd Ward):**

*Referred --* GRANT OF PRIVILEGE TO LOYOLA UNIVERSITY  
FOR BRIDGE OR PASSAGEWAY.

A proposed ordinance to grant permission and authority to Loyola University to maintain and use an existing one-story covered bridge or passageway over and across North Rush Street, connecting the buildings at 820 North Rush Street and 820 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys*.

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*Referred --* CLOSURE OF PORTION OF EAST OAK STREET  
TO VEHICULAR TRAFFIC FOR PURPOSE OF  
HOLDING FASHION SHOW.

Also, a proposed order to close to traffic that portion of East Oak Street, between North Rush Street and North Michigan Avenue, on Thursday, September 17, 1987 for the purpose of holding a fashion show and the construction of a tent on the street which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN OBERMAN (43rd Ward):**

*Referred --* CLOSURE OF PORTIONS OF WEST WEBSTER AND  
NORTH KENMORE AVENUES TO VEHICULAR TRAFFIC  
FOR RECREATIONAL PURPOSES.

A proposed order to close to traffic West Webster Avenue, between North Sheffield and North Seminary Avenues, and North Kenmore Avenue, between West Dickens and West Belden Avenues, for the period of July 18--19, 1987 for the purpose of holding a street fair (recreational purposes only), which was *Referred to the Committee on Beautification and Recreation*.

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Presented By

**ALDERMAN OBERMAN (43rd Ward) and  
ALDERMAN BLOOM (5th Ward):**

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER 156  
BY ADDING NEW SECTIONS THERETO TO BE KNOWN  
AS "VALET PARKING ORDINANCE".

A proposed ordinance to amend Municipal Code Chapter 156 by adding thereto five new sections, numbered 156-5 through 156-9, to be known as the "Valet Parking Ordinance" for

the regulation of the operation of valet parking services, which was *Referred to the Committee on Traffic Control and Safety.*

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Presented By

**ALDERMAN VOLINI (48th Ward):**

*Referred --* ACCEPTANCE OF EASEMENT FOR PROPERTY  
LOCATED AT 4835 NORTH SHERIDAN ROAD FOR  
PUBLIC STREET PURPOSES, ETC.

A proposed ordinance to accept an easement from the Boys and Girls Club of Chicago for the property known as 4835 North Sheridan Road to provide for a cul-de-sac, and to close a portion of West Castlewood Terrace to vehicular traffic, which was *Referred to the Committee on Finance.*

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Presented By

**ALDERMAN ORR (49th Ward):**

COMMENDATIONS EXTENDED TO MS. FLORENCE PASKIND ON  
OCCASION OF HER RETIREMENT FROM CHICAGO  
PUBLIC SCHOOL SYSTEM.

A proposed resolution reading as follows:

WHEREAS, Florence Paskind is retiring after 40 years of dedicated service to the Chicago Public Schools; and

WHEREAS, Florence Paskind has served for many years in the capacity of Principal of the Eugene Field School; and

WHEREAS, Through her commitment to providing a quality education to the young people of our City, thousands of Chicagoans have had their lives immeasurably enriched; and

WHEREAS, Florence Paskind has received numerous awards and honors in recognition of her outstanding contributions to excellence in education; and

WHEREAS, Florence Paskind has earned the respect and appreciation of the student body, faculty, staff, parents and neighbors of the Eugene Field School; and

WHEREAS, Florence Paskind is a longtime resident of Rogers Park, where she is known and respected as a good neighbor and a pillar of responsibility; and

WHEREAS, The Florence Paskind Computer Lab will be dedicated at the Eugene Field School on April 3, providing a fitting and permanent reminder of Florence Paskind's contributions to the school; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago hereby congratulates Florence Paskind on the occasion of her retirement, and commends and heartily thanks her for her many years of outstanding service to the residents of her community and to the City of Chicago.

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

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

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Presented By

**ALDERMAN STONE (50th Ward):**

CONGRATULATIONS EXTENDED TO NORTHTOWN BRANCH  
OF CHICAGO PUBLIC LIBRARY ON ITS 25TH  
ANNIVERSARY OF COMMUNITY SERVICE.

A proposed resolution reading as follows:

WHEREAS, The Northtown Branch of the Chicago Public Library is proud to announce its twenty-fifth anniversary celebration, which will mark a quarter of a century of library service to the Northtown Community, since the opening of its new building in 1962; and

WHEREAS, In 1986, with 16,000 registered borrowers and a book collection of 51,000 volumes, Northtown Branch circulated over 200,000 volumes, the largest number circulated by any branch in the Chicago Public Library system; and

WHEREAS, The Children's Department is filled with youngsters pouring over library materials and participating in numerous programs, an important part of the formative and educational process critical to becoming good citizens of Chicago; and

WHEREAS, Classes in art, G.E.D., and English for foreign-born residents are well-attended in the spacious, attractive, comfortable auditorium, along with film programs and seminars on various topics, which exemplify the cultural and social roles the Branch fulfills; and

WHEREAS, Adult users of the Branch find generous educational, informational and leisure-time resources at their disposal in the pursuit of becoming an informed, reading citizenry, along with the staff to guide them toward this goal, and that many of these users are Seniors as well as all other adults and most are making the first point of contact with reference and information sources; and

WHEREAS, Along with its schools and parks, the Northtown Library is a treasured institution in the community; now, therefore,

*Be It Resolved*, That we the Mayor and members of the City Council of the City of Chicago assembled here this 18th day of March, 1987, do hereby extend best wishes to the Northtown Branch of the Chicago Public Library on the celebration of their twenty-fifth anniversary and proclaim April 27th to April 30th, 1987, as the Twenty-fifth Anniversary of the Northtown Branch of the Chicago Public Library; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Northtown Branch of the Chicago Public Library.

Alderman Madrzyk 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 Madrzyk, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

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*Referred* -- COMMITTEE ON ECONOMIC DEVELOPMENT URGED  
TO HOLD HEARINGS TO CONSIDER IMPLICATIONS  
OF ILLINOIS BELL RATE STRUCTURE.

Also, a proposed resolution urging the City Council Committee on Economic Development to hold hearings to consider the implications that the new Illinois Bell rate structure may have on residential customers and upon the economic development of the City as a whole, which was *Referred to the Committee on Economic Development*.

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF  
WARRANTS FOR COLLECTION, AND WATER RATE  
EXEMPTIONS, ETC.*

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

*BY ALDERMAN ROTI* (1st Ward):

Field Museum of Natural History--for replacing a skylight on the premises known as 425 E. Field Plaza Drive.

*BY ALDERMAN BLOOM* (5th Ward):

LaRabida Children's Hospital and Research Center--for electrical violation corrections on the premises known as E. 65th Street at Lake Michigan.

*BY ALDERMAN SHEAHAN* (19th Ward):

Chicago High School for Agricultural Science--for electrical repair work on the premises known as 3807 W. 111th Street.

*BY ALDERMAN NATARUS* (42nd Ward):

First Saint Paul's Evangelical Lutheran Church--for fire-damage restoration work on the premises known as 1301 N. LaSalle Street.

LICENSE FEE EXEMPTIONS:

*BY ALDERMAN ROTI* (1st Ward):

Chinese Christian Union Church Day Care Center, 2301 S. Wentworth Avenue.

Bethel Day Care Center, 1434 S. Laflin Street.

*BY ALDERMAN EVANS* (4th Ward):

Provident Medical Center, 500 E. 51st Street.

Chicago Osteopathic Medical Center, 5200 S. Ellis Avenue.

Hyde Park Neighborhood Club, 5480 S. Kenwood Avenue.

*BY ALDERMAN BLOOM* (5th Ward):

Hyde Park Union Church Nursery Class I, 5600 S. Woodlawn Avenue.

*BY ALDERMAN SAWYER (6th Ward):*

Bray Temple Christian Methodist Episcopal Church Day Care Center, 7300 S. Greenwood Avenue.

Chatham Avalon Nursery and Kindergarten Day Care Center, 26 E. 79th Street.

Chatham Pre-School Center, 741 E. 84th Street.

Chesterfield Tom Thumb Day Care Center, 9214 S. Cottage Grove Avenue.

Emmanuel Community Church Day Care Center, 618 E. 72nd Street.

Grand Crossing Headstart, 7239 S. Dobson Avenue.

Greater Institutional A.M.E. Headstart School, 7800 S. Indiana Avenue (2).

Ingleside Headstart and School Age, 939 E. 72nd Street.

Little People's Institute, 117 East 87th Street.

Melglow Nursery Day Care Center, 8855 South State Street.

New Concept Development Center, 7526 South Cottage Grove Avenue.

South Harper Montessori School, 9011 South Cottage Grove Avenue.

Tiny Tots Villa Day Care Center, 8128 South Martin Luther King Drive.

Topsy-Turby Nursery and Kindergarten Day Care Center, 723 East 75th Street.

*BY ALDERMAN BEAVERS (7th Ward):*

Babes in Toyland Day Care and Kindergarten, 2419--2421 East 75th Street.

South Shore Community Day Care Center, 7601 South Phillips Avenue.

South Shore Community Church Day Care Center, 7401 South Yates Boulevard.

*BY ALDERMAN HUMES (8th Ward):*

Jackson Park Hospital, 7531 South Stony Island Avenue.

*BY ALDERMAN HUTCHINSON (9th Ward):*

Golden Gate Day Care Center, 432 East 132nd Street.

*BY ALDERMAN BURKE (14th Ward):*

Grace Church Pre-school and Day Care Center--5954 South Albany Avenue.

*BY ALDERMAN GILES* (37th Ward):

Austin Y.M.C.A. Pre-School, 501 North Central Avenue.

St. Anne's Hospital, 4900 West Thomas Street.

*BY ALDERMAN HANSEN* (44th Ward):

Organic Performance Center, 3319 North Clark Street.

*BY ALDERMAN ORBACH* (46th Ward):

Thorek Hospital and Medical Center, 850 West Irving Park Road.

**CANCELLATION OF WARRANTS FOR COLLECTION:**

*BY ALDERMAN EVANS* (4th Ward):

Church Home, 5445 South Ingleside Avenue--institutional inspection.

*BY ALDERMAN D. DAVIS* (29th Ward):

Circle Urban Development, 118 North Central Avenue--elevator inspection.

*BY ALDERMAN PUCINSKI* (41st Ward):

Passionist Monastery, 5700 North Harlem Avenue--elevator inspection.

*BY ALDERMAN NATARUS* (42nd Ward):

Immaculate Conception Church, 1415 North North Park Avenue--elevator inspection.

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**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

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JOURNAL (March 11, 1987).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on March 11, 1987, at 10:00 A.M., signed by him as such City Clerk.

Alderman Evans moved to *Correct* the printed Official Journal as follows:

Page 40286--by striking the amounts "7,312,500" and "8,854,142" appearing on the last line of the page and inserting in lieu thereof the amounts "8,854,142" and "8,880,074", respectively.



The motion *Prevailed*.

Thereupon, Alderman Evans moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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**UNFINISHED BUSINESS.**

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None.

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**MISCELLANEOUS BUSINESS.**

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**CORRECTION OF DECEMBER 10, 1986  
JOURNAL OF PROCEEDINGS.**

Alderman Evans moved to *Correct* the printed Official Journal of the Proceedings of December 10, 1986 as follows:

Page 37771--by striking the locations "35th Street" and "39th Street" appearing on the eleventh line from the top of the page and inserting in lieu thereof the locations "Damen" and "Winchester", respectively.

Page 37771--by striking the locations "Montgomery", "Archer", and "Rockwell" appearing on the twelfth line from the top of the page and inserting in lieu thereof the locations "Winchester", "35th Street" and "39th Street", respectively.

Page 37774--by striking the location "State" appearing on the fifteenth line from the top of the page and inserting in lieu thereof the location "Wells".

Page 37774--by inserting a new line, immediately after the fifteenth line from the top of the page, consisting of the locations "Goethe", "LaSalle" and "State", respectively.

Page 37774--by striking the location "Michigan" appearing on the thirteenth line from the bottom of the page and inserting in lieu thereof the location "St. Clair".

Page 37774--by striking the location "Michigan" appearing on the eleventh line from the bottom of the page and inserting in lieu thereof the location "St. Clair".

The motion to correct *Prevailed*.

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**PRESENCE OF VISITORS NOTED.**

Honorable Harold Washington, Mayor, called the Council's attention to the presence of Alderman Oberman's son and daughter, Justin and Myra, and their friends, Josh and Gavin Fine.

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**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 eighteenth (18th) day of March, 1987, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the first (1st) day of April, 1987, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

*Yeas* -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, 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 -- 47.

*Nays* -- None.

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

**Adjournment.**

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, April 1, 1987, 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.*