

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

**COPY**



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

---

Recessed Session--Wednesday, September 23, 1987

at 10:00 A.M.

(of the Regular Meeting held on Tuesday, September 22, 1987)

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

---

**OFFICIAL RECORD.**

**HAROLD WASHINGTON**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

### Attendance At Recessed Meeting.

*Present* -- The Honorable Harold Washington, Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone.

*Absent* -- None.

---

### Session Resumed After Recess.

On Wednesday, September 23, 1987 at 10:33 A.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Harold Washington, Mayor, called the City Council to order. Mr. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Fary, Carter, Jones, J. Evans, Garcia, Krystyniak, Smith, Davis, Figueroa, Mell, Banks, Giles, Cullerton, Laurino, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 29.

Quorum present.

---

### Invocation.

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

---

### REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

---

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER  
37, SECTION 37-13.10 CONCERNING PARKING  
RATE INCREASE AT CHICAGO O'HARE  
INTERNATIONAL AND CHICAGO  
MIDWAY AIRPORTS.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 22, 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 Aviation, I transmit herewith a proposed ordinance amending Section 37-13.10 of Chapter 37 of the Municipal Code of Chicago, which amendment will increase the rates for automobile parking at Chicago O'Hare International and Chicago Midway Airports.

Your favorable consideration of this ordinance will be appreciated.

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

---

*Referred* -- EXECUTION OF REDEVELOPMENT/LOAN AGREEMENT WITH  
YOUNG MENS CHRISTIAN ASSOCIATION FOR ACQUISITION  
AND CONSTRUCTION OF PROJECT AT 63RD AND  
STONY ISLAND AVENUE.

The 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

September 22, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing the execution of a Redevelopment/Loan Agreement whereby \$875,000 in Illinois Development Action Grant funds will be loaned to the Y.M.C.A. of Metropolitan Chicago for the acquisition and construction of Phase II of the Southside Y Project. Phase II will provide for outdoor recreational courts and fields adjacent to the Y.M.C.A. to be constructed at 63rd and Stony Island Avenue, in Chicago, Illinois.

Your favorable consideration of this ordinance will be appreciated.

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

---

*Referred* -- APPROVAL OF ILLINOIS FIXED RATE LOAN FOR  
"PLUG-GAP TUNE AND LUBE CENTER".

The 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

September 22, 1987.

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

LADIES AND GENTLEMEN -- At the request of the First Deputy Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing approval of an Illinois Fixed Rate Loan in the amount of \$20,000.00 for "Plug-Gap Tune and Lube Center".

Your favorable consideration of this ordinance will be greatly appreciated.

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

---

*Referred --* EXECUTION OF LEASE AMENDMENT TO LEASE  
WITH SENIOR CITIZENS HOUSING DEVELOPMENT  
CORPORATION OF CHICAGO.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 22, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing execution of the Lease Amendment to the Lease executed by the City of Chicago, as Lessor, and Senior Citizens Housing Development Corporation of Chicago, as Lessee, dated September 9, 1987.



Your favorable consideration of this ordinance will be appreciated.

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

---

*Referred* -- APPLICATION TO COOK COUNTY ASSESSOR FOR DESIGNATION  
 OF U.S.X. LAKEFRONT BUSINESS PARK AS SEVERELY BLIGHTED  
 AREA AND ELIGIBLE FOR CLASS 8 CLASSIFICATION  
 UNDER REAL PROPERTY ASSESSMENT  
 CLASSIFICATION ORDINANCE.

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

OFFICE OF THE MAYOR  
 CITY OF CHICAGO

September 22, 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 Economic Development, I transmit herewith an ordinance finding that a certain area on the south side of the City qualifies as a "severely blighted" area and eligible for Class 8 Classification under the Real Property Assessment Classification Ordinance, as amended, and providing that application for such designation be made by the City to the Cook County Assessor.

Your favorable consideration of this ordinance will be appreciated.

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

---

*Referred* -- APPLICATION TO COOK COUNTY ASSESSOR FOR DESIGNATION  
 OF WISCONSIN STEEL SITE AS SEVERELY BLIGHTED AREA  
 AND ELIGIBLE FOR CLASS 8 CLASSIFICATION  
 UNDER REAL PROPERTY ASSESSMENT  
 CLASSIFICATION ORDINANCE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 22, 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 Economic Development, I transmit herewith an ordinance finding that a certain area on the south side of the City qualifies as a "severely blighted" area and eligible for Class 8 Classification under the Real Property Assessment Classification Ordinance, as amended, and providing that application for such designation be made by the City to the Cook County Assessor.

Your favorable consideration of this ordinance will be appreciated.

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

---

*Referred* -- APPLICATION TO COOK COUNTY ASSESSOR FOR DESIGNATION OF  
AREA LOCATED ON SOUTHERN BOUNDARY OF SOUTH SHORE AND  
NORTHERN BOUNDARY OF SOUTH CHICAGO AS SEVERELY  
BLIGHTED AREA AND ELIGIBLE FOR CLASS 8  
CLASSIFICATION UNDER REAL PROPERTY  
ASSESSMENT CLASSIFICATION  
ORDINANCE.

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 9, 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 Economic Development, I transmit herewith an ordinance finding that a certain area on the south side of the City qualifies as a "severely blighted" area and eligible for Class 8 Classification under the Real Property Assessment Classification Ordinance, as amended, and providing that application for such designation be made by the City to the Cook County Assessor.

Your favorable consideration of this ordinance will be appreciated.

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

---

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

The 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*-- CITY OF CHICAGO GENERAL PURPOSE  
 FINANCIAL STATEMENTS FOR YEAR ENDED  
 DECEMBER 31, 1986.

A report filed in the Office of the City Clerk, submitted by Mr. Ronald D. Picur, City Comptroller, transmitting City of Chicago General Purpose Financial Statements for the year ended December 31, 1986, which was *Placed on File*.

---

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

Also, copies of resolutions adopted by the Chicago Plan Commission on September 10, 1987, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department Of Housing, City Real Estate Section.*

*Disposition Of Vacant City-Owned Property.*

Referral Number	Address
87-194-02	4531--4533 North Keokuk Avenue
87-195-02	1647--1649 North Winchester Avenue
87-196-02	337 South California Avenue/ 2758 West Van Buren Street
87-199-02	4227 South Champlain Avenue

Referral Number	Address
87-200-02	5540--5544 South Halsted Street
87-201-02	5545--5547 South Halsted Street
87-202-02	1215 East 63rd Street
87-203-02	1469--1471 East 69th Street
87-205-02	15 Properties for Disposition Under Phase XV of the Adjacent Neighbors Land Acquisition Program
87-209-02	2219 West Taylor Street

*Department Of Public Works.*

Referral Number	Proposal
87-204-06	California Avenue Bridge Rehabilitation over the Sanitary and Ship Canal

*Public Building Commission Of Chicago.*

Referral Number	Proposal
87-208-21	Capital Improvement Program for Existing Wright College, Kennedy- King College, Malcom X College, West Side Learning Center, Truman I, Lakeview Learning Center, and Police Gym

---

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

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

[Voucher payments printed on page 3807 of this Journal.]

---

### 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 September 9, 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 September 22, 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 September 9, 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.

---

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

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

*Passed July 29, 1987.*

Issuance of General Obligation Library Projects Bond, Levy and Collection of Annual Tax and repealing of prior Bond Ordinance.

The above ordinance was filed with the County Clerk of Cook County on September 15, 1987 and with the County Clerk of Du Page County on September 21, 1987.

*Passed September 9, 1987.*

Fiscal Year 1988 Appropriation and Tax Levy for Special Service Area Number Two.

Fiscal Year 1988 Appropriation and Tax Levy for Special Service Area Number Three.

Fiscal Year 1988 Appropriation and Tax Levy for Special Service Area Number Four.

Fiscal Year 1988 Appropriation and Tax Levy for Special Service Area Number Five.

(Continued on page 3808)

9/23/87

# COMMUNICATIONS, ETC.

3807

RECEIVED

SEP 10 1987

## PERSONAL SERVICES PAID BY VOUCHERS AUGUST, 1987

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	Aug. 1987
Janozik, Robert	11023 S. Pulaski	Fire	Fireman	100	9,142.83	9,142.83
Karczewski, Chester	8635 S. Kostner	"	"	"	8,274.96	8,274.96
Mazurek, Harry	10706 S. Ave B	"	"	"	9,142.83	9,142.83
Petrusek, Edward	6601 S. Kenneth	"	"	"	6,644.13	6,644.13
Schroeder, Bernard	5246 N. Kennedy	"	"	"	2,416.66	2,416.66
Childs, Ronald	7850 S. Moody	"	"	"	2,440.00	2,440.00
Jackson, Pamela	40 H. Henard	"	"	"	31,400.00	31,400.00
James, David	6612 N. Newgard	Mayor's Ofc.	"	100	19,008.00	19,008.00
O'Lea, Martice	916 S. Ada	"	"	"	12.15	12.15
Washington, Diane	175 E. Delaware Pl.	"	Comm. Specialist	"	2,560.00	2,560.00
Woods, Loisleen	501 W. 24th Pl.	"	Adm. Sec.	"	4,322.57	4,322.57
Chiles, James	8423 S. Michigan	"	Liaison Asst.	"	41.05	41.05
Gilmore, Edward	12532 S. Edbrooke	"	Receptionist	"	10,150.49	10,150.49
Green, Margaret	5351 N. Paulina	Police	Adm. Sec. II	"	69,748.00	69,748.00
Shumpert, Everett	1324 W. 111th Pl.	"	Secretary	"	1,819.00	1,819.00
Miles, Sharon	1535 E. 84th	"	Policeman	"	2,000.00	2,000.00
Murphy, Betty	5461 N. East River Rd.	"	"	200		
		Water	"			
			Exec. Sec.			
			Consultant			
			Settlement			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/Y			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			
			P/H			
			P/M			
			B/P			
			P/M			
			P/Y			

(Continued from page 3806)

Fiscal Year 1988 Appropriation and Tax Levy for Special Service Area Number Six.

Three year extension of Tax Levy for Special Service Area Number Six.

The above ordinances were filed with the County Clerk of Cook County on September 15, 1987.

---

**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:

The Alter Group, Limited--to classify as an M2-1 General Manufacturing District instead of an R2 Single-Family Residence District the area shown on Map No. 13-K bounded by

West Bryn Mawr Avenue; a line 665.45 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 665.45 feet east of North Kostner Avenue or the line thereof if extended where no street exists and 115.29 feet south of West Bryn Mawr Avenue to be connected by a 17.10 foot arc with a chord of 17.10 feet, to a point 715.45 east of North Kostner Avenue or the line thereof if extended where no street exists and 114 feet south of West Bryn Mawr Avenue; a line 682.55 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 476.19 feet south of West Bryn Mawr Avenue and 682.55 feet east of North Kostner Avenue or the line thereof where no street exists, to a point 524.19 feet south of West Bryn Mawr Avenue and 662.55 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 524.19 feet south of West Bryn Mawr Avenue and 662.55 feet east of North Kostner Avenue or the line thereof if extended where no street exists to be connected by a 168.5 foot arc with a chord of 164.01 feet to a point 673.38 feet south of West Bryn Mawr Avenue and 665.55 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 673.38 feet south of West Bryn Mawr Avenue and 665.55 feet east of North Kostner Avenue or the line thereof if extended where no street exists, to be connected by a 173.34 foot arc with a chord of 173.13 to a point 845.38 feet south of West Bryn Mawr Avenue and 752.55 feet east of

North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 845.38 feet south of West Bryn Mawr Avenue and 751.45 feet east of North Kostner Avenue or the line thereof if extended where no street exists, to a point 1,012.88 feet south of West Bryn Mawr Avenue and 752.45 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line 1,012.88 feet south of West Bryn Mawr Avenue and 752.55 feet east of North Kostner Avenue or the line thereof if extended where no street exists to be connected by an arc 238.45 feet with a chord of 238.38 feet, to a point 1,130.88 feet south of West Bryn Mawr Avenue and 542.45 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line 542.45 feet east of North Kostner Avenue; a line 1,350.91 feet south of West Bryn Mawr Avenue; the center line of North Kostner Avenue or the line thereof if extended where no street exists; the east right-of-way line of the Chicago and Northwestern Railroad; a line from a point 449.4 feet south of West Bryn Mawr Avenue along the east right-of-way line of North Kostner Avenue or the line thereof if extended where no street exists, to a point 491.4 feet south of West Bryn Mawr Avenue and 77 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 491.4 feet south of West Bryn Mawr Avenue and 77 feet east of North Kostner Avenue, to a point 509.4 feet south of West Bryn Mawr Avenue and 123 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 509.4 feet south of West Bryn Mawr Avenue and 123 feet east of North Kostner Avenue or the line thereof if extended where no street exists to be connected by a 63.44 foot arc with a chord of 63.43 feet to a point 449.4 feet south of West Bryn Mawr Avenue and 137 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 449.4 feet south of West Bryn Mawr Avenue and 137 feet east of North Kostner Avenue or the line thereof if extended where no street exists to be connected by a 155.02 foot arc with a chord of 152.73 feet to a point 320 feet south of West Bryn Mawr Avenue and 217 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 320 feet south of West Bryn Mawr Avenue and 217 feet east of North Kostner Avenue or the line thereof if extended where no street exists, to a point 273 feet south of West Bryn Mawr Avenue and 302 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 273 feet south of West Bryn Mawr Avenue and 302 feet east of North Kostner Avenue or the line thereof if extended where no street exists to be connected by a 340.93 foot arc with a chord of 336.36 feet to a point 125.86 feet south of West Bryn Mawr Avenue and 583.44 feet east of North Kostner Avenue or the line thereof if extended where no street exists; a line from a point 125.86 feet south of West Bryn Mawr Avenue and 583.44 feet east of North Kostner Avenue or the line thereof if extended where no street exists, to a point 124.86 feet south of West Bryn Mawr Avenue and 599.45 feet east of North Kostner Avenue or the line thereof if extended where no street exists; and a line 599.45 feet east of North Kostner Avenue or the line thereof if extended where no street exists.

Communications & Cable of Chicago, Incorporated--to classify as a Communications Planned Development by supplementing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 11-H located at

4525--4527 North Ravenswood Avenue.



Englewood Auto Parts, Incorporated--to classify as an M2-2 General Manufacturing District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 14-F bounded by

a line 287.73 feet north of and parallel to West 59th Street; a line 280.44 feet east of and parallel to South Lowe Avenue; West 59th Street; and South Lowe Avenue.

General Parking Corporation--to classify as a Central Area Parking Planned Development instead of a B7-6 General Central Business District the area shown on Map No. 2-F bounded by

a line 223.77 feet north of West Van Buren Street; South Federal Street; West Van Buren Street; and the alley next west of South Federal Street.

Good Faith Christian Center--to classify as an R5 General Residence District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 1-J bounded by

West Lake Street; a line 318.26 feet west of and parallel to North Kedzie Avenue (as measured along the south line of West Lake Street); the alley next south of and parallel to West Lake Street; and a line 364.76 feet west of and parallel to North Kedzie Avenue (as measured along the south line of West Lake Street).

Linpro Chicago Land Limited Partnership--to classify as a Business Planned Development instead of a B7-7 General Central Business District the area shown on Map No. 1-F bounded by

West Haddock Place; a line 40.24 feet east of North Garvey Court; West Lake Street; a line 221.44 feet east of North Clark Street; West Couch Place; a line 160.98 feet east of North Clark Street; West Randolph Street; North Clark Street; West Lake Street; and North Garvey Court in Chicago, Illinois.

Rudnick & Wolfe for Monroe Centre Venture--to classify as a C3-6 Commercial-Manufacturing District instead of a C3-5 Commercial- Manufacturing District the area shown on Map No. 2-F bounded by

West Monroe Street; the alley next east of and parallel to South Desplaines Street; a line 199.21 feet south of and parallel to West Monroe Street; and South Desplaines Street.

---

*Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

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

Adams Peter, Aetna Life and Casualty and George Brown, Alfich Lynn, Allen Laura A., Allstate Ins. Co. and Ronald Garcia, American Family Ins. Group and Elizabeth Pitts, American Service Ins. Co. and Murlean Kennedy, Art Furniture Shop;

Bendixon Sharon, Bowers Norris;

Campbell Ethel, Canby Suzanne and David, Coghlan Paul, Cordero Miguel, Cruz Gloria;

Dickens Jane B., Diederich Ida;

Educate Peter J.;

Farrell Kate, Fried Scherer Association, Friedman Joel M.;

Hertz Corporation The, Hill Avery, House of Hunan, Inc.;

Iguchi Carole C., Izaguirre Ernesto;

Jordan James;

Kurban Sam, Kwang Chun So;

Liberty Mutual Ins. Co. and Joseph Winn, Loncar Mladen;

Mann Bunnie C., Martinez Estela, Metropolitan Property and Liabilities and Stanley Kroll, Mody Dipesh, Moore Charles;

McCarron Eugene, McCallister Deborah L.;

Nussbaum Charles;

O'Banion Bonita, Oz Samuel R.;

Pulaski Auto Repair;

Richbourg Allyson, Russ Mark;

Schraw Corey, Schrock David, Schwartz Myrna, Shanker Newspaper Stand, Sierzega Patrick, S.I.U. Shell, So Jane, Spralls Alma J., State Farm Ins. Co. (4), Gilberto Magana, George Bruggenthies, Michael Mahoney and Jerry Burin, Stevens Buelah;

Telkamp Lester, Travelers Ins. Co. and National Enterprise, Travis Eugene;

United Service Automobile Association and Kenneth Dziewulski;

Watkins Ella, Wayne Nicholas, Weber Marlene, Wright James;

Zumer Theresa and Dorothy.

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

Also, a report from the Corporation Counsel (filed in the Office of the City Clerk on September 10, 1987) addressed to the City Council (signed by Jennifer Duncan-Brice, Deputy Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended July, 1987, which was *Referred to the Committee on Finance*.

---

*Referred*-- REQUEST FOR SIGN PERMIT AT  
4825 WEST LAWRENCE AVENUE.

Also, a communication from The Honorable Walter S. Kozubowski, City Clerk, transmitting an order requesting a sign permit for Chicago Outdoor, Incorporated, for erection of a sign/signboard at 4825 West Lawrence Avenue, for general advertisers (various copy), which was *Referred to the Committee on Zoning*.

---

**REPORTS OF COMMITTEES.**

---

**COMMITTEE ON FINANCE.**

---

PROPERTY LOCATED AT 913 WEST VAN BUREN STREET APPROVED  
FOR INCENTIVE ABATEMENT UNDER CLASS 6 (b) AND  
CLASS 7 OF COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

The Committee on Finance submitted a report recommending that the City Council adopt a proposed resolution transmitted therewith, authorizing real estate tax incentives for the property owned by Mr. David Prosnitz and leased to Personnel Planners, Incorporated, 913 West Van Buren Street, pursuant to the Cook County Real Property Classification Ordinance.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 42.

*Nays* -- None.

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

Alderman Bloom and Alderman Vrdolyak were excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance as of October 2, 1984, to provide certain real estate tax incentives to property owners who rehabilitate, enhance, and occupy property which is located in an Enterprise Zone, said classification being known as Class 6 (b) of said Cook County Ordinance and also property used primarily for commercial purposes which has been substantially rehabilitated, said classification being known as Class 7 of said Cook County Ordinance; and

WHEREAS, The City of Chicago, consistent with the intent of the Cook County Real Property Classification Ordinance, wishes to induce industry to locate, expand, and occupy existing facilities in the City by offering incentives in the form of property tax relief; and

WHEREAS, David Prosnitz owns Unit 3A of the property having the common street address of 913 West Van Buren Street in the City of Chicago, and leases the same to Personnel Planners, Incorporated, a corporation of which he is the sole shareholder and director, said address also being within an Enterprise Zone; and

WHEREAS, The rehabilitation at 913 West Van Buren Street has added substantial value to said real estate; and

WHEREAS, Said property is being occupied for commercial purposes; and

WHEREAS, The rehabilitation of the property and its use by Personnel Planners, Incorporated is in the best interest of the health, safety, and welfare of the people of the City of Chicago; and

WHEREAS, The City of Chicago hereby finds that the property qualifies for the property tax incentives of Class 6 (b) and Class 7 of the Cook County Real Property Classification Ordinance; now, therefore,

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

SECTION 1. Real Estate Tax Incentive. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago hereby approves the classification of the property as Class 6 (b) and Class 7 property under the Cook County Real Property Classification Ordinance.

SECTION 2. Subject Property. The incentive shall apply to the property identified in the 1986 Cook County Collector's Warrant Book as Volume 281, Permanent Real Estate Index Number 17-17-236-013-1040.

SECTION 3. Further Action. The Clerk of the City of Chicago is authorized to and shall send a copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, 118 North Clark Street, Chicago, Illinois 60602.

*Be It Further Resolved*, That this resolution shall be effective immediately upon its passage and approval, or otherwise provided by law.

---

AMENDMENT TO PROJECT AGREEMENT WITH STATE OF  
ILLINOIS FOR RESURFACING OF VARIOUS  
NORTHSIDE STREETS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an amendment to a project agreement with the State of Illinois necessary for the improvement of various northside streets.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

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

The following is said 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, an amendment to a project agreement with the State of Illinois providing for the resurfacing of various northside streets described therein, said amendment to be substantially in the following form:

*Amendment To An Agreement.*

*Amendment Number Three To A  
City-State Project Agreement  
Providing For The Resurfacing Of  
Various Northside Streets  
In The City Of Chicago, Cook County, Illinois.*

*City Section No.:  
State Job No.:  
D.P.W. Job No.:*

This Amendment by and between the State of Illinois, acting through its Department of Transportation, hereinafter referred to as the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter referred to as the "City".

Whereas, on December 10, 1986, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 37756 through 37766); and

Whereas, on May 5, 1987, the City and the State entered into the aforementioned Agreement to resurface various northside streets hereinafter referred to as the "Project"; and

Whereas, on April 27, 1987 and on May 11, 1987, the City and the State entered into subsequent amendments to the aforementioned Agreement; and

Whereas, Paragraph 7 of the aforementioned Agreement defines the upper limit of State financial participation in the Project; and

Whereas, Paragraph 9 of the aforementioned Agreement contains the estimated cost 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 in the Project;

Now, Therefore, Be It Agreed, that Paragraph 7 of the aforementioned Agreement be revised to read as follows:

7. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of \$3,525,500 described in Paragraph 9, for resurfacing improvements, upon receipt of billings supported by documentations as required by the State.

Be It Further Agreed, that Paragraph 9 of the aforementioned Agreement be revised to read as follows:

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

Contract Construction .....	\$3,175,000
Force Account Construction .....	\$33,000
Construction Engineering/Supervision .....	<u>\$317,500</u>
TOTAL: .....	\$3,525,500

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.

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.

---

EXECUTION OF PROJECT AGREEMENT WITH STATE OF ILLINOIS  
FOR IMPROVEMENTS OF 8TH AND 9TH STREETS FROM  
STATE STREET TO MICHIGAN AVENUE, AND  
CONGRESS PLAZA DRIVE FROM  
HARRISON STREET TO VAN  
BUREN STREET.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a project agreement with the State of Illinois for improvements of East 8th Street and East 9th Street from South State Street to South Michigan Avenue, and Congress Plaza Drive from East Harrison Street to East Van Buren Street.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays -- None.*

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

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

The following is said 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 8th Street from State Street to Michigan Avenue, 9th Street from State Street to Michigan Avenue, and Congress Plaza Drive from Harrison Street to Van Buren Street described therein, said agreement to be substantially in the following form:

*City-State Project Agreement.*

*Improvement Of  
8th Street From State Street To Michigan Avenue  
9th Street From State Street To Michigan Avenue  
And Congress Plaza Drive From Harrison Street  
To Van Buren Street.*

*City Section No.:  
State Job No.:  
D.P.W. Project No.:*

This Agreement, entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works, hereinafter called the "City".

*Witnesseth:*

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

Whereas, on June 13, 1984, the State and the City executed a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding



with the end of State Fiscal Year 1988, and that Memorandum provides the basis for the State funds provided under this Agreement; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to proceed with the improvement of the aforementioned streets, hereinafter referred to as the "Project" and described in Paragraph 10 of this Agreement; and

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

Now Be It Therefore Resolved, The City Agrees:

1. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project and submit same for approval by the State.
2. To perform preliminary engineering for the proposed relocation and/or adjustments of City's utilities, which are necessary as part of the "Project"; to perform force account construction for such items in accordance with the approved plans, specifications and estimates of costs and; to cause private utilities to be relocated at no expense to the City or the State.
3. Subject to the State's authorization and concurrence, to let and award all contracts for the construction and to provide all necessary construction engineering/supervision all in accordance with established procedures of the City and the State.
4. To finance the work pending progressive reimbursement, by the State, to appropriate such funds as are necessary therefor, and to prepare a complete and accurate breakdown of costs of the Project.
5. To pay any costs in excess of the State's limiting amount, established in Paragraph 8, or otherwise provided for by Amendment to this Agreement.
6. To retain all Project records and to make them available for audit by State auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance of the Project by the Parties hereto.
7. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required of the Illinois Department of Transportation.

Now Be It Therefore Resolved, The State Agrees:

8. To reimburse the City for one hundred percent (100%) of the City's cost, not to exceed a maximum of \$143,000, described in Paragraph 11, for the improvement upon receipt of billings supported by documentation as required by the State.

- 9. To review without delay, all submittals including plans, specifications and estimates, requested for authorization for advertisement of bids, and requests for concurrence in the award and approval of contracts for the Project.

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

- 10. That said Project generally consists of the improvement of: 8th Street from State Street to Michigan Avenue, 9th Street from State Street to Michigan Avenue, and Congress Plaza Drive from Harrison Street to Van Buren Street.

The existing driving surface will be removed. The pavement base will be repaired as necessary and a new driving surface will be applied. Frame and grate adjustments will be made. Pavement markings will be provided where necessary. Drainage corrections will be made and all other appurtenances necessary to complete the project will be provided.

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

Contract Construction .....	\$130,000
Construction Engineering/Supervision .....	<u>\$13,000</u>
TOTAL: .....	\$143,000

- 12. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
- 13. That this Agreement and the the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded by July 1, 1990.
- 14. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project (\$143,000) as authorized by the City Council.
- 15. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

Minority Business Enterprises Provisions attached to this Agreement reads as follows:

*Minority Business Enterprises Provisions.*

"It is the Policy of the U. S. Department of Transportation that minority business enterprises, as defined in 49 C.F.R. Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the M.B.E. requirements of 49 C.F.R. Part 23 apply to this agreement.

The State and City agree to ensure that minority business enterprises, as defined in 49 C.F.R. Part 23, have the maximum opportunity to participate in the performance of this agreement. In this regard the State and City shall take all necessary and reasonable steps, in accordance with 49 C.F.R. Part 23, to ensure that minority business enterprises have the maximum opportunity to compete for and perform portions of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The State and City shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of contractor or subcontractors, including procurement of materials and lease of equipment.

The City shall include the provisions of this "Policy" in every contract, including procurement of materials and leases of equipment.

Failure to carry out the requirements set forth above shall constitute a breach of this agreement and may result in termination of the agreement or such remedy as deemed appropriate."

This Agreement shall be administered under the provisions of the City of Chicago's federally approved Disadvantaged Business Enterprise Program.

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

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

---

EXECUTION OF SECOND AMENDMENT TO SALE AND  
REDEVELOPMENT CONTRACT FOR MADISON-  
CANAL REDEVELOPMENT AREA.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Second Amendment to Sale and Redevelopment of Land Contract in the Madison-Canal Redevelopment Area and authorizing certain related matters.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

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

Alderman T. Evans then requested the record reflect that said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 11:00 A.M.

The following is said ordinance as passed:

WHEREAS, Pursuant to the Urban Renewal Consolidation Act of 1961 (Ill. Rev. Stat., (1983) Ch. 67 1/2, Section 91.01 *et seq.*), the Department of Urban Renewal by Resolution No. 67-DUR-97 adopted August 8, 1967 designated Slum and Blighted Area Redevelopment Project Madison-Canal ("Madison-Canal"); and

WHEREAS, The designation of Madison-Canal was approved by the City Council of the City of Chicago (the "City Council") pursuant to ordinance dated November 1, 1967 and published in the Journal of Proceedings of the City Council at pages 1186--1187; and

WHEREAS, By Resolution No. 67-DUR-150 adopted November 14, 1967 the Department of Urban Renewal approved a Redevelopment Plan for Madison- Canal; and

WHEREAS, By ordinance enacted December 20, 1967, the City Council approved the Redevelopment Plan for Madison-Canal, published in the Journal of Proceedings of the City Council at pages 2021--2023; and

WHEREAS, By ordinance enacted April 16, 1980, the City Council approved the sale of land within Madison-Canal to Presidential Towers, Ltd., an Illinois limited partnership (the "Developer"); and

WHEREAS, The Developer and the City entered into that certain Contract for the Sale and Redevelopment of Land (the "Contract") dated May 30, 1980; and

WHEREAS, The Contract contained the terms and agreements for the sale by the City to the Developer and the redevelopment by the Developer of land within Madison-Canal, referred to therein as the "Project Area"; and

WHEREAS, By ordinance adopted March 31, 1983, the City Council approved the issuance and sale of \$180,000,000 aggregate principal amount of its Construction Loan Notes, Series 1983 (Presidential Towers Project--F.H.A. Insured Mortgage Loan) (the "Notes") for the purpose of providing interim construction financing for the acquisition,

construction and equipping of Presidential Towers, a multi-family rental development located within the Project Area (the "Project"); and

WHEREAS, Pursuant to Section 16.08 of the Contract and by Agreement made as of June 1, 1983, the Developer assigned to Presidential Towers, Ltd., Phase II, an Illinois limited partnership (the "Phase II Developer") all of its rights and obligations in, to and under the Contract with respect to the land designated as Parcel Nos. II and III in Section 2.01 of the Contract; and

WHEREAS, By ordinance enacted August 28, 1986 the City Council approved an Amendment to the Contract which deleted the block bounded by Washington Street, Desplaines Street, Warren Avenue and the Kennedy Expressway from the project site to be redeveloped by the Developer; and

WHEREAS, Due to circumstances beyond the control of the parties, there have been delays in the performance by the parties of their respective obligations under the Contract resulting in, among other things, substantially increased land acquisition costs for the City; and

WHEREAS, The parties desire to enter into this Second Amendment to Contract for the Sale and Redevelopment of Land presented to this meeting so as to further modify and amend the Contract as particularly set forth therein; and

WHEREAS, It is necessary and advisable for this City Council to ratify and confirm the final terms of the permanent financing being provided by the City with respect to the Project; now, therefore,

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

SECTION 1. The Mayor is authorized to execute the Second Amendment to the Contract for the Sale and Redevelopment of Land, in substantially the form presented to this meeting.

SECTION 2. The execution and delivery by the City Comptroller of that certain Bond Purchase Agreement, dated April 8, 1987, as amended, relating to the permanent financing of the Project is hereby ratified and confirmed in all respects, including, but not limited to, the delayed delivery of portions of the Series A Bonds and the Series C Bonds as contemplated therein and the payment of interest on the Series C Bonds at an annual aggregate rate not to exceed 11% per annum, a portion of which will be deferred and compounded on each interest date to the extent not previously paid.

SECTION 3. This ordinance shall become effective upon its passage.

Second Amendment to Contract attached to this ordinance reads as follows:

*Second Amendment To Contract For  
The Sale And Redevelopment Of Land.*

This Amendment, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1987 among the City of Chicago (the "City"), a municipal corporation having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois, Presidential Towers, Ltd., an Illinois limited partnership (the "Developer"), and Presidential Towers, Ltd., Phase II, an Illinois limited partnership (the "Phase II Developer"), each of whom having as its general partners Madison-Canal Company, an Illinois limited partnership, and McHugh-Levin Associates Venture, an Illinois limited partnership, with its principal offices at 405 North Wabash Avenue, Chicago, Illinois 60611.

*Recitals:*

Whereas, pursuant to the Urban Renewal Consolidation Act of 1961, Ill. Rev. Stat., (1983) Ch. 67 1/2, Section 91.01 *et seq.*, the Department of Urban Renewal by Resolution No. 67-DUR-97 adopted August 8, 1967 designated Slum and Blighted Area Redevelopment Project Madison-Canal; and

Whereas, the designation of Slum and Blighted Area Redevelopment Project Madison-Canal was approved by the City Council of the City of Chicago pursuant to ordinance dated November 1, 1967 and published in the Journal of Proceedings of the City Council at pages 1186--1187; and

Whereas, by Resolution No. 67-DUR-150 adopted November 14, 1967 the Department of Urban Renewal approved a Redevelopment Plan for Slum and Blighted Area Redevelopment Project Madison-Canal; and

Whereas, by ordinance enacted December 20, 1967 the City Council of the City of Chicago approved the Redevelopment Plan for Slum and Blighted Area Redevelopment Project Madison-Canal published in the Journal of Proceedings of the City Council at pages 2021--2023; and

Whereas, by ordinance enacted April 16, 1980 the City Council of the City of Chicago approved the sale of land within Slum and Blighted Area Redevelopment Project Madison-Canal to the Developer; and

Whereas, Developer and City entered into that certain Contract for the Sale and Redevelopment of Land (the "Contract") dated May 30, 1980; and

Whereas, the Contract contained the terms and agreements for the sale by the City to Developer and the redevelopment by Developer of land within Slum and Blighted Area Redevelopment Project Madison-Canal referred to therein as the "Project Area"; and

Whereas, by an Agreement made as of June 1, 1983 pursuant to Section 16.08 of the Contract, Developer assigned to the Phase II Developer all of its rights and obligations in, to and under the Contract with respect to the land designated as Parcel Nos. II and III in Section 2.01 of the Contract; and

Whereas, by ordinance enacted August 28, 1986 the City Council approved an Amendment to the Contract which deleted the block bounded by Washington Street,

Desplaines Street, Warren Avenue and the Kennedy Expressway from the project site to be redeveloped by the Phase II Developer; and

Whereas, due to circumstances beyond the control of the parties, there have been delays in the performance by the parties of their respective obligations under the Contract resulting in, among other things, substantially increased land acquisition costs for the City; and

Whereas, the parties desire by this Second Amendment to Contract for the Sale and Redevelopment of Land to further modify and amend the Contract as particularly set forth herein;

Now, Therefore, in consideration of Ten and no/100 Dollars (\$10.00) paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Section 2.01 of Article II of the Contract is hereby deleted and the following substituted in lieu thereof:

"Section 2.01. Purchase Price Per Square Foot And Conveyance. Subject to the conditions of this Agreement, the City agrees to sell and the Developer agrees to purchase from the City the Land for a purchase price of \$13,335,135.40 (based upon \$30.25 per net square foot of land for Parcels IA and IB and \$45.00 per net square foot of land for Parcels II and III), subject to adjustment upon determination of the exact net square footage of each Parcel by delivery of a Survey not later than thirty (30) days prior to each conveyance hereunder, to be paid in cash or by certified check simultaneously with the delivery of the Deed for the Parcel on Closing Dates as follows:

<i>Parcel Number</i>	<i>Square Footage</i>	<i>Purchase Price</i>	<i>Closing Date (Date Designated By Developer For Delivery Of Deed)</i>
IA	127,172.8	\$3,846,977.20	June 30, 1981
IB	126,244.8	3,818,905.20	June 30, 1982
II	86,502.5	3,892,612.50	See Section 2.01(A)
III	<u>39,480.9</u>	<u>1,776,640.50</u>	See Section 2.01(A)
TOTAL:	379,401.0	\$13,335,135.40	

\*Subject to Survey

2. The following new Section 2.01(A) is added:

"2.01(A) The Developer shall purchase Parcel II not later than December 31, 1988 provided this is within a reasonable time after the City notifies Developer that it is prepared to deliver title. If the City has notified Developer in writing that it is prepared to deliver title and Developer has not purchased Parcel II, Developer agrees to pay the City interest on the above stated purchase price at an annual interest rate of 8 percent until the date of purchase, beginning after the latter of (a) January 1, 1988 or (b) the date the City notifies the Developer that it is prepared to deliver title.

2.01(A) The Developer shall purchase Parcel III not later than December 31, 1988 provided this is within a reasonable time after the City notifies Developer that it is prepared to deliver title."

3. The following new Section 15.02 is added:

"Developer agrees to use its best efforts to obtain a commitment from the United States Department of Housing and Urban Development to obtain funding for one hundred twenty (120) units for elderly or handicapped persons under the provisions of Section 202 of the National Housing Act.

In the event that evidence of such a commitment is obtained, the City will use its best efforts to increase the number of units permitted to be built within the Project Area by one hundred and twenty (120). In that regard, the City will use its best efforts to amend Residential-Business Planned Development No. 233 dated \_\_\_\_\_, as amended August 1, 1985, to provide for an additional one hundred twenty (120) units if the parties agree that such an amendment is required."

4. The following new Section 16.12a is added:

"In the event that the Developer executes a commitment to set aside twenty percent (20%) of the units to be constructed on Parcels II and III (other than those units which may be committed for occupancy by elderly or handicapped persons under section 202 of the National Housing Act) consistent with the requirements of Section 103(b) (4) (A) of the Internal Revenue Code of 1954, as in effect on December 31, 1985, the City shall use its best efforts to cause the issuance of tax-exempt housing revenue bonds of the in an amount not to exceed Fifty-five Million Dollars (\$55,000,000). In connection with the issuance of such bonds, the City shall impose an administrative fee equal to 1% of the original principal amount of the bonds and an annual servicing fee equal to .05% of the outstanding principal amount of bonds".

5. Section 16.17 is deleted in its entirety and the following new Section 16.17 is inserted in its place:

The Purchaser, for itself and its successors and assigns, agree 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 nondiscrimination 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 contracts 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, the following percentage goals of construction aggregated work hours in each of the categories of construction journeymen and apprentices shall apply:
  - 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 Housing, 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."

6. A new Section 16.17A is added to read as follows:

"Section 16.17A. Affirmative Marketing Plan.

The Purchaser will develop, after consultation with the Department of Housing of the City, an affirmative marketing plan to be used in the marketing of the residential units to be constructed on Parcels II and III. This affirmative marketing plan will be designed to insure that residential units constructed on Parcels II and III are made available to persons of all races, religions and income groups.

7. Except as herein specifically amended, the terms, provisions, conditions and agreements contained in the Contract are and shall remain in full force and effect and be binding on the parties.

In Witness Whereof, the parties hereto have executed this Second Amendment on the day and in the year first written above.

[Signature forms omitted for printing purposes.]

---

EXECUTION OF REDEVELOPMENT/LOAN AGREEMENT WITH  
KENWOOD-OAKLAND DEVELOPMENT CORPORATION,  
LIMITED FOR CONSTRUCTION OF TOWNHOUSES  
AT 46TH STREET BETWEEN  
WOODLAWN AND LAKE  
PARK AVENUES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment/Loan Agreement with the Kenwood-Oakland Development Corporation, Limited for the construction of townhouses at East 46th Street, between South Woodlawn and South Lake Park Avenues.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

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

The following is said ordinance as passed:

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

WHEREAS, In response to said application, the Illinois Development Finance Authority has approved Illinois Development Action Grant No. \_\_\_\_\_, which provides funds to the City which may be loaned to Kenwood-Oakland Development Corporation, Ltd., (K.O.D.C.) in the amount of \$955,427, for the construction of 70 rental townhouses of which 21 units will be reserved for low income tenants in the Kenwood-Oakland Community; now, therefore,

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

SECTION 1. The Mayor or the Commissioner of the Department of Housing ("Commissioner") are each authorized to enter into and execute, on behalf of the City, a Redevelopment/Loan Agreement ("Agreement") by which the City will loan \$955,427 to the K.O.D.C., Ltd., for the partial financing of the construction of rental housing at 46th Street between Woodlawn and Lake Park Avenues.

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

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

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

*Redevelopment/Loan Agreement--K.O.D.C., Ltd. Project.*

This Agreement, executed as of September 1, 1987 (the "I.D.A.G. Loan Agreement" or "Agreement") is made by and between the City of Chicago, Illinois, a public body corporate (the "City"), and K.O.D.C., Ltd., an Illinois not for profit corporation (the "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. Recitals.

1.1 Developer has acquired certain improved real Property located between 42nd and 46th Streets and Lake Park and Woodlawn Avenues, Chicago, Illinois, as legally described on Exhibit "A" attached hereto and made a part hereof, (the "Site"); and

1.2 Developer intends to construct 70 rental, residential townhouses on the Site, of which 20 such units will be reserved for lower-income tenants (hereinafter referred to as the "Project"), all in accordance with the provisions of this Agreement; and

1.4 The Department of Housing of the City of Chicago (D.O.H.), has applied to the Illinois Development Finance Authority (I.D.F.A.) for a \$955,427 Illinois Development Action Grant ("I.D.A.G.") for the purpose of providing a loan to Developer, such loan to be made and secured in accordance with this Agreement; and

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

1.6 D.O.H. has applied to the United States Department of Housing and Urban Development ("H.U.D.") for a \$1,860,000 Housing Development Grant ("H.D.G.") for the purpose of providing a loan to the Developer, such loan to be made and secured in accordance with an Owner-Grantee Agreement, dated \_\_\_\_\_, 1987 between the Developer and the City; and

1.7 The aforementioned H.D.G. application was authorized by the City Council of the City by ordinance passed on \_\_\_\_\_, 198\_\_; and

1.8 Developer has applied to the Illinois Housing and Development Authority ("I.H.D.A.") for a loan of \$2,900,000 such loan to be made and secured \_\_\_\_\_; and

1.9 The total project cost is anticipated to be approximately \$5,715,427 of which \$2,900,000 shall be loaned to the Developer by I.H.D.A. (the "I.H.D.A. Loan"), \$955,427 shall be loaned by the City to the Developer out of I.D.A.G. proceeds (the "I.D.A.G. Loan"), and \$1,860,000 shall be loaned by the City to the Developer out of H.D.G. proceeds (the "H.D.G. Loan"); and

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

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

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

## 2. Definitions.

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

Architect: Environment Seven or any other licensed architect employed by Developer.

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

Complete: The substantial completion of any Work as the context requires. For the purpose of this definition, the project is complete when it is substantially finished in

conformity with local codes and ordinances (but subject to insubstantial incomplete matters such as construction and completion of "punch list items") and is ready for occupancy. This definition of "Complete" also is applicable to other forms of the word "Complete", such as "Completion" and "Completed", as used in this Agreement.

**Completion Certificate:**

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

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

**Declaration of Restrictive Covenants and Regulatory Agreement:** Agreement executed by and between the City and Developer which agreement shall be recorded as a covenant running with the land.

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

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

**General Contractor:** C. F. Moore Construction Company or such other general contractor as is approved by the City for the construction of the Project.

**Guaranty:** The Guaranty of Performance, dated as of September 1, 1987, from the Developer to the City.

**I.D.A.G. Application:** The application made by D.O.H. to I.D.F.A. for a \$955,427 I.D.A.G. to assist the Developer in developing the Project.

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

**Escrow Agreement:** Agreement between the City and the \_\_\_\_\_ as required.

**Land Trustee:** The corporate land trustee, if any, holding fee title to the Site.

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

**Mortgage:** The Second Mortgage, Assignment of Rents and Security Agreement, dated as of September 1, 1987, from the Developer to the City.

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

**Permitted Encumbrances:** (i) this Agreement; (ii) the I.H.D.A. Loan Security Documents; (iii) Declaration of Restrictive Covenants and Regulatory Agreement; (iv) liens for taxes and special assessments which are not then delinquent; and (v) such other liens, encumbrances, covenants, conditions and restrictions, if any, as are approved by the City.

**I.D.A.G. Loan:** The loan in the amount of Nine Hundred Fifty-five Thousand Four Hundred Twenty-seven Dollars (\$955,427) to be made by the City to the Developer from the I.D.A.G. proceeds.

**I.D.A.G. Loan Note:** The promissory note of Developer and the Land Trustee, if any, evidencing the obligation to repay the I.D.A.G. Loan.

**I.D.A.G. Loan Security Documents:** The documents required to secure the I.D.A.G. Note as described in Section 3.4 of this Agreement.

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

**I.H.D.A. Loan Security Documents:** The documents required by the I.H.D.A. to secure the I.H.D.A. Loan.

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

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

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

### 3. I.D.A.G. Loan.

#### 3.1 Use of I.D.A.G. Loan.

If the I.D.A.G. application filed by the City for the Project is accepted by I.D.F.A. and the grant of \$955,427 in I.D.A.G. Funds is received by the City, the City shall make an I.D.A.G. Loan of \$955,427 to the Developer.

#### 3.2 Disbursement of I.D.A.G. Proceeds.

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

#### 3.3 I.D.A.G. Loan Note.

The I.D.A.G. Loan shall be evidenced by the I.D.A.G. Loan Note. The I.D.A.G. Loan Note shall be executed by Developer and the Land Trustee, if any, delivered to the City, and shall be dated the date of the closing on the I.D.A.G. Loan. The amounts from time to time outstanding thereunder shall bear three percent (3%) interest prior to maturity and all payments of interest shall be deferred for 20 years. Payments of I.D.A.G. Loan principal, in an amount up to \$5,000 per year, would be made to the City from surplus cash, to the extent such funds are available, for a period of twenty years. Surplus cash is defined as \_\_\_\_\_. Annual payments of I.D.A.G. Loan Principal from surplus cash would be due only after an annual payment of \$180,641 had been made to I.H.D.A. and after \$25,000 had been retained by Developer. Should payments to I.H.D.A. be delinquent from previous years, I.H.D.A. would have priority in any surplus cash in any year to bring current past due payments. After twenty years the terms for repayment of the I.D.A.G. Loan would be renegotiated by the City and Developer. The I.D.A.G. Loan Note shall mature thirty (30) years, after the I.D.A.G. Closing Date (the "I.D.A.G. Loan Maturity Date"). The I.D.A.G. Loan Note may be prepaid, in whole or in part at any time without penalty. The balance of principal and interest on the I.D.A.G. Loan will be due at the time of sale or refinancing of the Project.

#### 3.4 Developer Deliveries at I.D.A.G. Loan Closing.

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

- (a) I.D.A.G. Loan Note, executed on behalf of Developer and the Land Trustee, if any;
- (b) The Mortgage encumbering the Site executed on behalf of Developer and the Land Trustee, if any;

(c) Developer guaranty of performance of the Project, in form and substance reasonably acceptable to the City (the "Guaranty");

(d) An A.L.T.A. mortgage title insurance policy (Loan Policy -- 1970) with comprehensive endorsement No. 1 (or equivalent), issued by a title insurance company acceptable to the City in the aggregate principal amount of \$955,427, showing good and marketable fee simple title to the Site to be in Developer and insuring the lien of the Mortgage to be a valid and enforceable lien on the Site subject only to Permitted Encumbrances which policy shall cover the date of recording of the Mortgage, shall be dated the closing date of the I.D.A.G. Loan and shall otherwise be in form and substance satisfactory to the City;

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

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

(g) Certification of Developer that (i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the Project, and (ii) there is no litigation or legal or



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

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

#### 4. Construction Of Project.

##### 4.1 Project Budget And Balancing.

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

##### 4.2 Construction Contract.

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

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

##### 4.3 Progress Reports.

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

#### 5. Project Development.

##### 5.1 Development Standards.

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

#### 5.2 Schedule Of Construction.

Developer covenants and agrees, subject to permitted delays, that it shall promptly begin and diligently complete the construction of the Project within the periods specified below in this Section 5.2:

Commencement of Construction--October 1, 1987

Completion of Construction--\_\_\_\_\_, 1989.

#### 5.3 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall, as required by applicable City ordinances, install a construction barricade of a type, kind and appearance approved by the Commissioner and required by the City's applicable ordinances, and, until the barricades erected pursuant to this Section 5.4 are removed, the Commissioner shall retain the right to approve: (1) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

#### 5.4 Covenants For The Site.

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

#### 6. Developer Representations And Warranties.

The Developer represents and warrants to the City as follows:

##### 6.1 Organization And Authority.

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

##### 6.2 Litigation.

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

### 6.3 Flood Plain.

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

### 6.4 Authorization.

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

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

### 6.5 Use Of Proceeds.

The Developer will use the proceeds of the I.D.A.G. Loan solely for the purposes of paying Development Costs of the Project.

### 6.6 Governmental Approvals.

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

### 7. Developer Covenants.

The Developer covenants and agrees with the City as follows:

#### 7.1 Insurance.

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

Copies or certificates of the insurance policies required by this Section 7.1 shall be delivered to the City, and copies or certificates of any new or renewal policies shall be delivered to the City not less than thirty (30) days prior to the applicable expiration date.

Policies of insurance provided for in this Section 7.1 shall be maintained in companies reasonably satisfactory to the City and licensed to do business in the State of Illinois and shall name the City as an additional party insured and all proceeds thereunder in the case of loss or damage shall be payable to the City, subject to the rights of the Senior Lender,

pursuant to a standard noncontributory mortgagee loss payable clause. All policies of insurance required hereunder shall provide that the same may not be cancelled, except upon thirty (30) days' prior written notice to the City.

#### 7.2 Damage And Destruction.

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

#### 7.3 Condemnation And Eminent Domain.

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

#### 7.4 Financial Reports.

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

#### 7.5 Survival Of Covenants.

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

#### 7.6 No Third Party Beneficiaries.

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

#### 7.7 No Waiver By Delay.

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

#### 7.8 Time Is Of Essence.

Time is of the essence of this Agreement.

#### 7.9 Liens.

The Site and the Project (including, without limitation, all furniture, fixtures and equipment) shall be and remain free and clear of all liens and encumbrances of every nature and description, except for the I.D.A.G. Loan Security Documents, the Senior Loan Security Documents and other Permitted Encumbrances. Notwithstanding the foregoing, Developer may contest in good faith the validity of any mechanic's or materialman's lien, provided Developer shall first post a bond in an amount not less than one hundred twenty-five percent (125%) of the amount of the claim and provided further that Developer diligently prosecutes the claim and causes the removal of such lien.

#### 7.10 Payment Of Taxes And Assessments.

Developer shall pay all taxes, assessments, water charges, sewer charges and the like when due and before any penalty attaches and provide the City on an annual basis within the time period specified in Section 7.4, with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, Developer may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, and provided that the Developer need not pay such taxes, assessments and charges if during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

#### 7.11 Books And Records.

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

#### 7.12 Indemnification.

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

#### 7.13 Assignability And Transfer.

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

#### 7.14 Completion Of Project.

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

#### 7.15 Projected Jobs.

Developer shall use its best efforts to create or cause to be created by September 30, 1987, 17 new, permanent jobs and by April 30, 1987, 20 temporary, construction jobs relative to the Project, of which thirty-seven percent (37%) shall be for "low and moderate income" persons (as defined in the I.D.A.G. Regulations) and fifty-one percent (51%) shall be for Minorities. Developer shall provide the City with quarterly reports commencing on July 1, 1987 regarding the numbers and types of jobs created or caused to be created and the percentage of said jobs filled by Minorities and low and moderate income persons.

#### 7.16 Access To Site.

The City and I.D.F.A. and their authorized agents or representatives shall, upon reasonable notice and during normal business hours, have access to the Site and the Project for the purpose of inspecting same.

#### 7.17 No Rights Of Developer Under I.D.A.G. Agreements.

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

#### 7.18 Conflict Of Interest.

The Developer hereby covenants, represents and warrants that:

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

#### 7.19 Equal Employment Opportunity.

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

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

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

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

(4) It will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice

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

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

(6) It will permit access upon reasonable notice and during normal business hours, to all relevant books, records, accounts and the Site by personnel of I.D.F.A. and the Illinois Human Rights Department for purposes of investigations to ascertain compliance with the Illinois Human Rights Act and the rules and regulations of the Illinois Human Rights Department.

(7) From the date of execution of this Agreement, it will include verbatim or by reference the provisions of this Section 7.19 in every contract awarded in connection with the Project, so that such provisions will be binding upon such contractor.

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

(9) It will use its best efforts to comply with an affirmative action plan entered into between the City through the Department of Housing and the Developer.

#### 8. Conditions Precedent To Loan Closings.

The parties hereto acknowledge and agree that the obligation of the City to make the I.D.A.G. Loan contemplated by this Agreement is expressly conditioned upon performance by the Developer of each of the following conditions:

##### 8.1 Compliance With Laws.

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

##### 8.2 Financial Statements.

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

##### 8.3 No Material Change.



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

#### 8.4 Accuracy Of Representations.

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

#### 8.5 Covenants.

Developer shall have performed each and every covenant and agreement required to be performed prior to the disbursement of the I.D.A.G. Loan.

### 9. Events Of Default And Remedies.

#### 9.1 Events Of Default.

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

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

(b) failure of Developer to comply with or perform any of the covenants, conditions, or provisions of this Agreement, the Senior Loan Security Documents or the I.D.A.G. Loan Security Documents within the applicable cure periods, if any; or

(c) failure to comply with the commencement and completion dates for the construction of the Project set forth in Section 5.2, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice thereof from the City; or

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

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

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

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

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

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

(j) if the Developer should or permit another to sell, refinance, exchange, transfer or otherwise dispose of the Site or any part thereof, or attempt to effect any of the foregoing, provided, however, the replacement or substitution of any machinery, equipment or fixtures, now owned or hereafter acquired by the Developer, with machinery or equipment of like kind or value, whether or not such machinery or equipment is deemed a fixture under the applicable provisions of the Illinois Uniform Commercial Code, will not be an Event of Default; or

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

#### 9.2 Remedies Following Event Of Default.

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

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

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

#### 9.3 Foreclosure And Sale Of Site.

Subject to the rights of the Senior Lender, if any, in the event of any sale made under or by virtue of judicial proceedings or decree of foreclosure and sale or as permitted by law, the whole of the Site subject to the lien of the I.D.A.G. Loan Security Documents may be sold at

one or more sale or in one parcel or as an entirety, or in separate parcels or lots, as the City may determine.

#### 9.4 Remedies Cumulative.

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

#### 9.5 Delay Or Omission Not A Waiver.

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

#### 9.6 Waiver Of Extension, Valuation, And Appraisement Laws.

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

#### 9.7 Agreement Subject To Provisions Of Law.

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

### 10. Miscellaneous.

#### 10.1 Notices.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent, except as provided below,

by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If To The City:	Commissioner, Department of Housing 318 South Michigan Avenue Chicago, Illinois 60604
With A Copy To:	Corporation Counsel City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602
If To The Developer:	K.O.D.C., Incorporated 1236--1238 East 46th Street Chicago, Illinois 60653

Any mailed Notice shall be deemed delivered three (3) business days after the mailing thereof. Any Notice which may be made upon twenty-four (24) hours notice shall be delivered by messenger addressed to the party to be so notified and shall be deemed to be delivered only upon receipt thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) business days after the mailing of the notice changing the address.

#### 10.2 Waiver.

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

#### 10.3 Captions.

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

#### 10.4 Case.

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

#### 10.5 Governing Law.

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

#### 10.6 Form Of Documents.

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

#### 10.7 Further Assurances.

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

#### 10.8 Entire Agreement; Amendments.

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

#### 10.9 City's Warranty.

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

#### 10.10 Counterparts.

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

#### 10.11-Term.

This Agreement shall be and remain in full force and effect until the full payment of the I.D.A.G. Loan, except that the obligations of the Developer under an affirmative action plan entered into between the City, through the Department of Housing and the Developer, which shall continue for the period set forth therein.

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

[Signature forms omitted for printing purposes.]

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

*Exhibit A.*

## Legal Description of Site.

Permanent Real Estate Index Numbers:

Common Address:

*Exhibit B.*

## Description of Project.

Acquisition of Site and construction of 70 rental townhouses of which 20 will be reserved for lower-income tenants and 4 will be units designed for physically handicapped tenants.

*Exhibit C.*

## Project Budget; Sources and Uses of Funds.

## Sources of Funds.

1.	I.D.A.G.	\$955,427
2.	I.H.D.A.	2,900,000
3.	H.D.G.	<u>1,860,000</u>
		\$5,715,427

## Use of Funds

## Source

## Total

## I.D.A.G.

## Private

Architect, Engineer, and

0

0

0

## Others

Site Preparation	500,000	0	0
Building Construction	455,427	0	0
Fees and Charges of Other Participants	<u>0</u>	<u>0</u>	<u>0</u>
	\$955,427	\$4,760,000	\$5,715,427

## Use of I.D.A.G. Funds.

I.D.A.G. Loan proceeds are to be used by the Developer for the following Development Costs:

Item/Description	Amount
Architectural	\$
Mechanical Engineering	\$
Excavation	\$
Plumbing/Sprinkler	\$
H.V.A.C. Work	\$
Elèctrical	\$
Building Construction	\$
	<u>\$955,427</u>

EXECUTION OF GRANT AGREEMENT WITH URBAN MASS  
TRANSPORTATION ADMINISTRATION AND ILLINOIS  
DEPARTMENT OF TRANSPORTATION FOR  
CONSTRUCTION AND REFURBISHING  
OF RANDOLPH STREET  
PEDESTRIANWAY.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a grant agreement with the Urban Mass Transportation Administration and the Illinois Department of Transportation for the construction and refurbishing of the Randolph Street Pedestrianway.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") has received a grant from U.M.T.A. (IL-23-9005) and I.D.O.T. (CAP-80-151-IST) for the purpose of constructing and refurbishing the Randolph Street Pedestrianway; and

WHEREAS, The Randolph Street Pedestrianway includes the elevator/kiosk to be constructed for disabled persons near the southwest corner of Randolph Street and Michigan Avenue, the pedestrian tunnel to be constructed by the City beneath the sidewalk directly east of the Cultural Center building and the existing pedestrian tunnel to be refurbished leading west beneath Michigan Avenue from the Illinois Central Gulf Railroad Company Randolph Street Station; and

WHEREAS, The Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation ("METRA") has received a grant from the United States Department of Transportation, Urban Mass Transportation Administration (U.M.T.A.) (IL-03-0076) and from the Illinois Department of Transportation (I.D.O.T.) (CAP-78-117-FED) which provides, in pertinent part, for the construction and refurbishing of the Stairway Facility located at the southwest corner of Randolph Street and Michigan Avenue; and

WHEREAS, It has been deemed necessary, desirable and in the best interests of the City and METRA that the construction and refurbishing of the Stairway Facility be included in the construction and refurbishing of the Randolph Street Pedestrianway by the City; and

WHEREAS, METRA has allocated to the City funds in the amount of \$175,000 for the construction and refurbishing by the City of the Stairway Facility; and



WHEREAS, It has further been deemed necessary, desirable and in the best interests of the City and METRA that subsequent to the construction and refurbishing of Stairway Facility and the Randolph Street Pedestrianway that the maintenance and operation of the Stairway Facility and the Randolph Street Pedestrianway (the "Pedway Facility") shall be the responsibility of METRA; and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois encourages intergovernmental contracts and cooperation; and

WHEREAS, It has been deemed necessary, desirable and in the best interest of the City and METRA that an agreement for construction, operation and maintenance of the Pedway Facility for the Randolph Street Station and Pedway Improvement Project be entered into; now, therefore,

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

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

SECTION 2. The Mayor is hereby authorized to execute and the City Clerk or Deputy City Clerk is hereby authorized to attest an agreement for the construction, operation and maintenance of the Pedway Facility for the Randolph Street Station and Pedway Improvement Project in substantially the same form as attached hereto and made part hereof as Exhibit I.

SECTION 3. This ordinance shall become effective from and after its passage.

Exhibit 1 attached to this ordinance reads as follows:

*Exhibit I.*

*Agreement For Construction,  
Operation And Maintenance  
Of Pedway Facility,  
Randolph Street Station  
And Pedway Improvement  
Project.*

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Chicago, an Illinois municipal corporation, (hereinafter referred to as the "City") and the Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Commuter Railroad Corporation, an Illinois municipal corporation (hereinafter referred to as "METRA").

*Witnesseth:*

Whereas, METRA has received a grant (Grant) from the United States Department of Transportation, Urban Mass Transportation Administration (U.M.T.A.) (IL-03-0076), and from the Illinois Department of Transportation (I.D.O.T.) (CAP-78-117-FED) which provides, in pertinent part, for the construction and refurbishing of the Stairway Facility as defined hereinafter; and

Whereas, the City has received a grant from U.M.T.A. (IL-23-9005), and I.D.O.T. (CAP-80-151-IST) for the purpose of constructing and refurbishing the Randolph Street Pedestrianway; and

Whereas, the Randolph Street Pedestrianway includes the elevator/kiosk to be constructed for disabled persons near the southwest corner of Randolph Street and Michigan Avenue, the pedestrian tunnel to be constructed by the City beneath the sidewalk directly east of the Cultural Center Building and the existing pedestrian tunnel to be refurbished leading west beneath Michigan Avenue from the Illinois Central Gulf Railroad Company's Randolph Street Station; and

Whereas, it has been deemed necessary, desirable and in the best interests of the parties that the construction and refurbishing by the City of Chicago of the Stairway Facility, as defined below, be included in its construction and refurbishing of the Randolph Street Pedestrianway; and

Whereas, it has further been deemed necessary, desirable and in the best interests of the parties that subsequent to the construction and refurbishing of the Stairway Facility and the Randolph Street Pedestrianway by the City of Chicago, the maintenance and operation of the Stairway Facility and the Randolph Street Pedestrianway (hereinafter referred to as the "Pedway Facility") shall be the responsibility of METRA;

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

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

Agreement--This Agreement for construction, refurbishing, operation and maintenance of the Pedway Facility and all exhibits referenced and/or attached hereto, as from time to time amended or modified pursuant to the terms hereof.

City--The City of Chicago.

Contractor--A construction contractor hired by the City to perform part or all of the Work.

I.D.O.T.--The State of Illinois Department of Transportation.

METRA--The Commuter Rail Division of the Regional Transportation Authority, Northeast Illinois Regional Railroad Corporation.

**Pedway Facility**--This includes the Stairway Facility, as defined below, the elevator/kiosk to be constructed for disabled persons near the southwest corner of Randolph Street and Michigan Avenue, the pedestrian tunnel to be constructed by the City beneath the sidewalk directly east of the Cultural Center Building and the existing pedestrian tunnel to be refurbished leading west beneath Michigan Avenue from the Illinois Central Gulf Randolph Street Station as described in Exhibit A.

**Stairway Facility**--The stairway and kiosk located at the southwest corner of Randolph Street and Michigan Avenue, Chicago, Illinois.

**Use Period**--The period beginning as of the date this Agreement is entered into and ending on the earlier of the expiration of: (a) 20 years from such date, or (b) the date upon which the Pedway Facility ceases to be used for or in connection with commuter services.

**Work**--The new construction to be performed by the City under this Agreement which includes construction and refurbishing of the Stairway Facility, construction of a pedestrian tunnel east of the Cultural Center Building, refurbishing of the existing tunnel leading west beneath Michigan Avenue and construction of an elevator/kiosk for disabled persons.

2. Use of the Pedway Facility. The City and METRA shall use the Pedway Facility during the Use Period to provide or to facilitate the provision of commuter services. At no time shall the Pedway Facility be used for the provision of freight service. The hours of operation for which the Pedway Facility shall be available for use by the public shall not be less than 6:30 A.M. through 8:00 P.M. Monday through Friday and 8:00 A.M. through 6:30 P.M. on Saturdays, except for holidays.
3. Repair and Replacement of Pedway Facility Components. In the event of premature failure or damage to a component of the Pedway Facility, the following provisions shall apply: (i) if the cause of the premature failure or damage is a direct result of the negligent performance of a party's obligations as set forth in this Agreement, said party shall repair and/or replace that component, at its expense; (ii) said negligent party shall make such repair and/or replacement within seven (7) days of receipt of a written notice by the affected party requesting repair and/or replacement, and in the event the negligent party fails to make the repair and/or replacement within the applicable time frame, the other party to this Agreement affected by such failure or damage may forthwith make such repairs and/or replacement at the negligent party's expense; and (iii) if it is determined that more than one party to this Agreement is responsible for the premature failure or damage to a component of the Pedway Facility, the involved parties shall mutually agree upon a repair and/or replacement plan specifying labor, material procurement, installation, removal responsibility, cost sharing and payment procedure.

If such replacement of any component is required for any reason set forth in the above paragraph, the following provisions shall apply: (i) the replacement shall be equal or better in performance than the performance of the property so replaced, (ii) the replacement will not result in increased maintenance costs, and (iii) the replacement shall be used to sustain or improve the operation of the Pedway Facility. In the event of a repair or replacement of the Pedway Facility or its components, no party shall permit the closure of the Pedway Facility for a period in excess of thirty (30) days.

4. Maintenance of Pedway Facility. METRA shall be responsible for the maintenance of the Pedway Facility, including any necessary janitorial services and shall maintain the Pedway Facility in a safe and operable condition. All maintenance services shall be performed in a manner consistent with the standards applicable to other METRA commuter rail facilities. However, in no event shall METRA be responsible for repairs to the structural parts of the Pedway Facility, including but not limited to support walls, structural members, columns, floors, roof, heating plant and foundation, except as to those repairs resulting from ordinary wear and tear.

The City and/or U.M.T.A. shall have the right to conduct periodic maintenance inspections for the purpose of confirming the existence, condition, and the proper maintenance of the Pedway Facility and its components.

5. Insurance. METRA, at its own expense, shall keep in force, during the term of this Agreement, insurance in forms, kinds and amounts as determined and directed by the Comptroller of the City (hereinafter referred to as the "Comptroller") for the protection of METRA and/or City. Insurance requirements hereunder shall be determined by the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Bodily Injury, Property Damage, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and Dramshop. All policies or endorsements thereto shall name the City as co-insured thereunder.

Upon approval by said Comptroller of all insurance required in the forms, kinds and amounts directed to be procured, METRA shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller and to the Commissioner of the Department of Public Works. Said approval shall not be unreasonably withheld. In any event, METRA shall not commence its maintenance activities under this Agreement until such time as all insurance directed and required to be furnished by METRA is in full force and effect. METRA shall provide the Comptroller and the Commissioner of the Department of Public Works, within thirty (30) days, with written notification in the event of cancellation or modification of said policies.

6. Indemnification. METRA shall be solely responsible for and shall defend, indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liens, suits, liabilities,

judgments, costs and expenses which may in any wise accrue directly or indirectly against the City in consequence of the maintenance activities of this Agreement, of METRA or its officers, agents or employees relating to the Pedway Facility whenever such loss or damage to the property or injury or death is caused solely by METRA, its officers, agents and/or employees, or arises from METRA's operations on the Premises. METRA shall, at its sole expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City, its agents, officials or employees in any such action, METRA shall, at its sole expense, satisfy and discharge the same. This provision shall in no event, however, be construed as an indemnification of the City's own negligence.

METRA expressly understands and agrees that any insurance protection required by the City, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the City, as herein provided.

7. **Provision of Utilities.** METRA shall be responsible for the provision and maintenance of electrical and plumbing utilities and fixtures for the Pedway Facility.
8. **Ownership.** The Pedway Facility shall be and remain the property of the City.
9. **Design and Construction.** The Work shall be performed in accordance with all the applicable plans, drawings, surveys, specifications, and estimates. All plans, drawings, surveys, specifications, estimates and amendments thereto, shall be approved in writing by METRA and by U.M.T.A. and I.D.O.T. as required, prior to construction services. For the duration of the construction phase, any contract amendments or change-orders shall be approved in writing by U.M.T.A. and I.D.O.T., as required, prior to the execution of such an amendment or change order.
10. **Work Forces.** The City shall provide or cause to be provided all services and equipment needed to perform the Work.
11. **Materials.** All materials required to perform the Work shall be purchased by the City and shall comply with specifications which have been approved in accordance with Section 9 hereof.
12. **Costs to Complete.** METRA has allocated funds in the amount of \$175,000.00 for the construction and refurbishing of the Stairway Facility as well as the cost of the City's construction supervision. To the extent that the actual net cost to complete the construction and refurbishing of the Stairway Facility exceeds the amounts previously allocated to the City by METRA, METRA shall be obligated to pay to the City an amount sufficient to complete the construction and refurbishing of said Stairway Facility, as well as the cost of the City's construction supervision. However, expenditures incurred by the City which exceed the budgeted amount will necessitate written justification to METRA to

explain the reason for the overexpenditure and why that overexpenditure was not anticipated prior to the project commencement.

13. Security. The Pedway Facility shall be patrolled by the Chicago Police Department in accordance with standard security and patrol procedures afforded to the public. METRA, at its own expense, shall install and maintain security cameras near the elevator/kiosk to be constructed as part of the Pedway Facility.

14. Failure to Perform. Failure of any party to perform any of its obligations under this Agreement shall be subject to the following procedure:

(a) A party in default shall be notified in writing of its breach or failure to perform. Thereafter, the defaulting party shall have 30 days from receipt of said written notice to cure the breach or failure to perform; provided, however, where said default is of such a nature that it cannot be cured within the signified time period, the defaulting party shall not be held in default so long as it diligently proceeds to cure such default.

(b) Should a party in default refuse or fail to cure any breach or failure to perform within the time specified in paragraph (a) above or if the party affected by such default determines that said breach or failure to perform constitutes an emergency situation which endangers the public health, safety and welfare, said affected party shall have the right to cure the breach or failure to perform without prior notice and shall be reimbursed for any costs and expenses related to such default, provided such expenses be reasonable and prudent business expenses.

Notwithstanding the above provisions, nothing in this Section shall be construed as limiting any other legal rights or remedies available to the parties to this Agreement.

15. Appropriations. Nothing in this Agreement shall require any of the governmental agencies which are parties to this Agreement to perform in the absence of a lawful legislative appropriation. Should any entity fail to receive a lawful appropriation, it may terminate its obligations under this Agreement without penalty.

16. Force Majeure. Strikes, acts of war, natural disasters, and other acts of God making performance by a party impossible shall excuse performance under this Agreement.

17. Bribery. The parties to this Agreement certify that they have not bribed or attempted to bribe an official or employee of the State of Illinois or any of its political subdivisions.

18. Audit and Inspection of Records. The City shall at all times before, during and after the performance of the Work, and for a period of three (3) years thereafter, permit the authorized representatives of METRA, U.M.T.A., I.D.O.T. and the

Comptroller General of the United States (a) to inspect and audit all data and records of the City relating to its performance under this Agreement, (b) to have access to the site of construction, and (c) to inspect all work performed under this Agreement. The City shall make available invoices, contractor's progress reports and detailed billings upon written request by METRA, U.M.T.A., I.D.O.T. or the Comptroller General of the United States. The City shall also provide, during normal business hours, reasonable office space to conduct any and all audits performed pursuant to this Section.

19. **Equal Employment Opportunity.** In connection with the execution and performance of this Agreement, the City and METRA shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex or national origin. The City and METRA shall act to insure that employees are treated during employment without regard to their race, age, religion, color, sex or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfers; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
20. **Project Signage.** The City shall erect and maintain signs satisfactory to U.M.T.A., I.D.O.T. and METRA identifying the Pedway Facility and indicating Federal, State of Illinois, METRA and City participation during the construction period.
21. **Successors and Assigns and Assignments.** This Agreement shall bind and inure to the benefit of the respective successors and assigns of the City and METRA. Any successor and/or assigns shall be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession, and such assignment shall be made in writing and approved by the party against whom it is to be enforced.
22. **Agreement Period.** This Agreement shall begin as of the date hereof, and shall continue throughout the Use Period or until terminated by the mutual consent of all parties or by breach of a party to this Agreement.
23. **Governing Law.** This Agreement shall be governed by the laws of the State of Illinois.
24. **Headings.** The section headings of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.
25. **Amendments.** Any proposed change in this Agreement shall be submitted to the City and METRA for their prior approval. No modification, addition or amendment to this Agreement shall be effective unless and until such modification, addition or amendment is reduced to writing and executed by the authorized officers or agents of each party.

26. Notices. Except as otherwise specified in this Agreement, all requests, notices, demands, authorizations, directions, consents or waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited in the United States mail by postage prepaid, and addressed to the City at:

Commissioner of Public Works  
Room 406  
320 North Clark Street  
Chicago, Illinois 60610

Corporation Counsel  
City Hall--Room 511  
121 North LaSalle Street  
Chicago, Illinois 60602

and to METRA at:

Director of Contract Management  
547 West Jackson Boulevard  
Chicago, Illinois 60606

or at such other address as either party may at any time or from time to time designate for itself in writing. Each such request, notice, demand, authorization, direction, consent, waiver or other document shall be deemed to be delivered to a party when received at its above designated address.

27. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

In Witness Whereof, the City and METRA have caused this Agreement to be duly executed as of day and year first written above.

[Signature forms omitted for printing purposes.]

---

ACCEPTANCE OF ADDITIONAL FUNDING FROM NORTH LOOP  
TRANSPORTATION CENTER LIMITED PARTNERSHIP FOR  
DEMOLITION AND FOUNDATION CONSTRUCTION  
ON LOOP ELEVATED REHABILITATION  
PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of additional funding.



from the North Loop Transportation Center Limited Partnership for demolition and foundation construction on the Loop Elevated Rehabilitation Project.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

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

The following is said ordinance as passed:

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

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

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

WHEREAS, By ordinances passed February 10, 1982 (C.J. pg. 9398), September 15, 1982 (C.J. pg. 12116), March 9, 1983 (C.J. pgs. 16283 through 16285) and December 16, 1983 (C.J. pg. 4012), the City Council authorized the execution of grant contracts for the Loop Elevated Rehabilitation Project between the City of Chicago and the U. S. Department of Transportation, and between the City of Chicago and the Illinois Department of Transportation in an amount of \$117,000,000; and

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

WHEREAS, It is now necessary to amend this ordinance to allow the Mayor to accept additional funding in the amount of \$350,000 from The North Loop Transportation Center Limited Partnership to apply towards the cost of construction services on the Loop Elevated Rehabilitation Project; and

WHEREAS, These funds will be used for construction services at the Clark/Lake-Lake Transfer Station; and

WHEREAS, Total funding for this project has increased from \$117,000,000 to \$117,350,000, with no local match required by the City, with such funding allocated as follows:

	U.M.T.A.	I.D.O.T.	North Loop Partnership	Total
Loop Elevated Funding	\$99,450,000	\$17,550,000	\$350,000	\$117,350,000

;and

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

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

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

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

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

SECTION 3. The funds received from the Interstate Transfer Program pursuant to the contracts to be executed by and among the U. S. Department of Transportation, the Illinois Department of Transportation and the City of Chicago in the amount of \$117,000,000 or

such amount as may be received by the City are hereby appropriated for design, engineering, construction and other actual and necessary expenses related thereto for the Loop Elevated Rehabilitation Project.

SECTION 4. That the funds received from the North Loop Transportation Center Limited Partnership in the amount of \$350,000 or such amount as may be received by the City are hereby appropriated for construction services on the Loop Elevated Rehabilitation Project to Fund/Account No. \_\_\_\_\_ and are authorized to be expended.

SECTION 5. That the Commissioner of Public Works is authorized to furnish additional information and execute and file assurances or other documents as the U. S. Department of Transportation or the Illinois Department of Transportation may require in connection with applications or agreements for the project.

SECTION 6. That the Mayor is hereby authorized to execute, the City Clerk to attest, and the Corporation Counsel to approve as to form and legality contracts and amendments thereto between the City and the U. S. Department of Transportation and the Illinois Department of Transportation.

SECTION 7. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs, such as materials and services necessary for the completion of the Loop Elevated Rehabilitation Project.

SECTION 8. That the City of Chicago by and through its Commissioner of Public Works is hereby authorized to take any and all actions necessary to implement and complete the Loop Elevated Rehabilitation Project.

SECTION 9. That the City Council hereby appropriates the amount of \$117,000,000 or such amount as may actually be received from the U. S. Department of Transportation, the Illinois Department of Transportation.

SECTION 10. That the City Council hereby appropriates the amount of \$350,000 or such amount as may actually be received from the North Loop Transportation Center Limited Partnership for the aforementioned project.

SECTION 11. That the City Comptroller is directed to disburse the grant funds as required to carry out the Project.

SECTION 12. Implementation and completion of the Loop Elevated Rehabilitation Project hereby authorized shall be in accordance with applicable city, state and federal statutes, regulations and procedures.

SECTION 13. This ordinance shall be effective by and from the date of passage thereof.

---

EXECUTION OF LOAN AND SECURITY AGREEMENT WITH  
LEONA'S PIZZERIA, INCORPORATED FOR BUSINESS  
EXPANSION PURPOSES AT 6935 NORTH  
SHERIDAN ROAD.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a loan and security agreement with Leona's Pizzeria, Incorporated located at 6935 North Sheridan Road.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

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

The following is said ordinance as passed:

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

WHEREAS, The State of Illinois has made available to the City of Chicago, through the federal Community Services Block Grant Program, a grant in the amount of \$723,710 to be used to make low interest loans to start up and expanding businesses; and

WHEREAS, Leona's Pizzeria, Inc., has made an application to the Department of Economic Development to borrow \$100,000 for the purposes of machinery and equipment, which will result in the creation of 97 full-time and 65 part-time new permanent job opportunities for low and moderate income individuals residing in the City of Chicago; and

WHEREAS, The Economic Development Commission has approved the application of \$100,000; now, therefore,

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

SECTION 1. The Commissioner of Economic Development is authorized to enter into and execute, subject to review as to form and legality by the Corporation Counsel, a Loan and Security Agreement with Leona's Pizzeria, Inc., pursuant to which the City will loan \$100,000 to Leona's Pizzeria, Inc., to assist in the starting up of new facilities, said Loan and Security Agreement to be substantially in the form attached hereto as Exhibit A.

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

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

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

*Exhibit A.*

*Loan And Security Agreement.*

This Agreement is entered into and executed as of this 30th day of January, 1987, by and between the City of Chicago, an Illinois municipal corporation ("Lender"), by and through its Department of Economic Development ("D.E.D."), having its offices at 20 North Clark Street, Chicago, Illinois 60602 and Leona's Pizzeria, Inc., an Illinois corporation, with principal offices at 3215 North Sheffield Avenue, Chicago, Illinois 60657 ("Borrower").

*Recitals:*

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

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

Whereas, D.E.D. has funds available to its Illinois Fixed Rate Loan Program through the Community Development Block Grant Program of the U. S. Department of Housing and Urban Development ("H.U.D.") in the amount of \$723,710; and

Whereas, Borrower desires to borrow and Lender desires to lend the sum of \$100,000 through the Illinois Fixed Rate Loan Program (referred to hereinafter as "Loan") for the purposes of business expansion;

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

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

Section 2. Definitions.

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

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

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

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

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

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

2.07 "Property" shall mean that certain real estate located at 6935 North Sheridan Road, Chicago, Illinois, and all buildings, facilities and structures now existing or hereafter erected thereon.

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

2.09 "Senior Lender" shall mean Belmont National Bank, Chicago, Illinois and the State of Illinois.

### Section 3. Loan.

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

3.01 The principal sum of the Loan shall be \$100,000 through the Illinois Fixed Rate Loan Program.

3.02 The term of the Loan shall be 10 years.

3.03 The rate of interest on the Illinois Fixed Interest Rate Loan shall be three percent (3%) per annum. Repayment of said Loan shall be in 120 equal monthly installments of principal together with interest thereon. Payments shall be made on or before the 1st day of the month commencing on the 1st day of \_\_\_\_\_ after disbursement of the Illinois Fixed Rate Loan.

3.04 Borrower expressly agrees that the Illinois Fixed Rate Loan proceeds shall be used only for the purchase of machinery and equipment and only on or for the Property.

#### Section 4. Grant Of Security Interest.

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

4.01 A junior mortgage on the Property subject only to the mortgage of Belmont National Bank; and

4.02 A junior lien on equipment, machinery, vehicles and fixtures, and other tangible business assets located at the Property including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation proceeds of insurance policies insuring the Collateral, subject only to the lien of the State of Illinois; and

4.03 A second pro rate shared lien, with the State of Illinois, on equipment, vehicles and fixtures, and other tangible business assets located at 3211--3215 North Sheffield Avenue, including all replacements, additions, accessions, and/or substitutions thereto and therefore; all products and proceeds of the foregoing, including without limitation, proceeds of insurance policies insuring the Collateral.

4.04 Borrower agrees that Leon Toia, Leonard Toia, Susan Toia, Kenneth Trenchard, Doris Trenchard, Salvatore Toia and Lawrence Sufferdin shall personally guarantee repayment of the loan.

4.05 Borrower at its sole cost and expense, shall keep and maintain the Collateral insured for its full replacement value against loss or damage by fire, theft, explosion, floods and all other hazards and risks ordinarily insured against by other owners or users of such properties in similar businesses with insurers and in amounts as may be reasonably satisfactory to Lender. Borrower shall deliver to Lender an original copy of each policy of insurance, and evidence of payment of all premiums therefor so long as the Loan is outstanding. Such policies of insurance shall contain an endorsement showing Lender as an additional insured as its interests may appear. In addition, such policies and/or endorsement shall provide that the insurers shall give Lender not less than 30 days written notice of any alteration or cancellation thereof. In the event Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required under this Agreement or to pay any premium in whole or in part when due, then Lender without waiving or releasing any obligation or default by Borrower hereunder, may at any time or times thereafter (but shall be under no obligation to do so) obtain and maintain such policies of insurance and pay such premium and take any other action with respect thereto

which Lender deems advisable to protect its interest in the Loan. All sums so disbursed by Lender, including reasonable attorney's fees, court costs, expenses and other charges relating thereto, shall be payable by Borrower to Lender.

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

4.07 All Borrower's Liabilities shall constitute one loan secured by Lender's security in the Collateral and by all other security interests, liens, claims and encumbrances now and/or from time to time hereafter granted by Borrower to Lender; provided however, that the liens and/or security of the Loan may be subordinated to the loan of the Senior Lender and only the Senior Lender in an amount not to exceed \$595,000 plus additional amounts actually advanced by the Senior Lender upon Borrower's failure to perform its obligations under the Senior Financing.

#### Section 5. Conditions Precedent.

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

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

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

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

5.04 Personal guaranties of repayment of the Loan, as described in paragraph 4.04.

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

#### Section 6. Conditions Subsequent.

6.01 Within 10 calendar days following disbursement of Loan Proceeds, Borrower shall furnish to Lender duly executed Certificate(s) of Inspection and Acceptance, certifying that the equipment and machinery purchased with Loan proceeds has been received, inspected, and installed.

#### Section 7. Warranties, Representations And Covenants.



Borrower warrants, represents and covenants to Lender as follows:

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

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

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

7.04 Borrower shall cause all current outstanding loans and/or liens to be subordinated to this Loan if such subordination is necessary to assure that the lien position which Lender occupies on all of the Collateral is as described in Section 4 hereof. Borrower shall furnish Lender documents satisfactory to Lender which evidence its compliance with this Paragraph 7.04.

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

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

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

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

#### Section 8. Jobs.

8.01 Borrower shall use its best efforts to retain approximately 141 present full-time jobs and 94 present part-time jobs; and shall use its best efforts to create approximately 97 new, full-time jobs within and 65 new, part-time jobs within 24 months after execution of this Agreement.

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

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

(a) If Borrower achieves its employment levels pursuant to Section 8.01 above, it shall accrue credit for one month's Illinois Fixed Rate Loan interest payment for each year commencing one year from the initial disbursement date of the Loan proceeds in which the aforesaid employment level is maintained.

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

#### Section 9. Events Of Default.

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

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

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

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

(iv) the occurrence of an Event of Default under any of the Security Documents or under any agreement or document relating to the loan of Senior Lender which default is not timely cured pursuant to any applicable cure period as set forth in the Security Documents for the Senior Lender Loan;

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

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

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

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

#### Section 10. Remedies.

10.01 Upon such default (regardless of whether the Uniform Commercial Code as applicable has been enacted in the jurisdiction where rights or remedies are asserted), and at any time thereafter (such default not having previously been cured as set forth in Section 9 above), Lender, at its option, may declare all Borrower's Liabilities secured hereby immediately due and payable and shall have the remedies of a secured party under the Uniform Commercial Code as adopted in Illinois ("Code") (and the foreclosure provisions of Ill. Rev. Stat., Chapter 110, Section 15-101 et. seq.), including without limitation, the right to take immediate and exclusive possession of Collateral, or any part thereof, and for that purpose may, so far as Borrower can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions of the Code) and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, subject to Borrower's right to redemption, in satisfaction of Borrower's Liabilities as provided in the Code. To this end, Lender may require Borrower to assemble the Collateral and make it available to Lender for possession at a place to be designated by Lender which is reasonably convenient to both parties. Unless the Collateral is perishable or threatens to decline rapidly in value or is of a type customarily sold on a recognized market, Lender will give Borrower at least ten (10) days notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Borrower shown in the beginning of this Agreement at least ten (10) days before the time of the sale or disposition. Lender may buy at any public sale, and if the Collateral is of a type customarily sold on a recognized market or is of a type which is the subject of a widely distributed standard price quotations, it may buy at private sale. The net proceeds realized upon any such disposition, after deduction for the expenses or retaking, holding, preparing for sale, selling or the like, and reasonable attorney's fees and legal expenses incurred by Lender in connection therewith, shall be applied in satisfaction of Borrower's Liabilities secured hereby. Lender will account to Borrower for any surplus realized on such disposition and Borrower shall remain liable for any deficiency.

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

#### Section 11. No Waiver By Lender.

11.01 Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith, nor shall any

waiver by Lender of a Borrower's Event of Default waive, suspend or affect any other Event of Default under this Agreement, whether the same is prior or subsequent thereto, and whether of the same or of a different type.

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

#### Section 12. Prepayment.

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

#### Section 13. Equal Employment.

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

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

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

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

#### Section 14. Disclaimer Of Relationship.

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

#### Section 15. Conflict Of Interest.

No member, official or employee of Lender shall have any personal interest, direct or

indirect, in the Borrower's business; nor shall any such member, official or employee participate in any decision relating to Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested.

Section 16. Limitation Of Liability.

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

Section 17. Assignment.

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

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

Section 18. Additional Provisions.

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

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

If To Lender:

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

With Copies To:

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

If To Borrower:

Leona's Pizzeria, Incorporated  
3215 North Sheffield  
Chicago, Illinois 60657  
Attention: Kenneth R. Trenchard

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

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

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

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

Section 19. Maintaining Records/Right To Inspect.

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

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

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

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

[Signature forms omitted for printing purposes.]

---

AMENDMENT OF LOAN ORDINANCES RELATING TO  
FINANCING OF SHOPPING CENTER AT 76TH  
STREET AND RACINE AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending ordinances passed by the City Council on April 1 and June 30, 1987 authorizing a loan and security agreement with Continental Commercial Partners, Limited to assist in financing the completion of a shopping center at West 76th Street and South Racine Avenue.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

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

The following is said ordinance as passed:

WHEREAS, On April 1, 1987, the City Council of the City of Chicago passed an ordinance (the "Short Term Interim Loan Ordinance") authorizing the Commissioner of the Department of Economic Development of the City of Chicago (the "Commissioner") to execute a Loan and Security Agreement and related financing documents pursuant to which the City will make a short term interim loan in the principal amount of \$1,200,000 (the "Short Term Interim Loan") to Continental Commercial Partners, Ltd., (the "Developer") to assist the Developer in financing the completion of a shopping center to be located at 76th Street and Racine Avenue, Chicago, Illinois (the "Project"); and

WHEREAS, On June 30, 1987, the City Council of the City of Chicago passed an ordinance (the "Permanent Loan Ordinance") authorizing, *inter alia*, the Commissioner to execute a Loan and Security Agreement and related financing documents pursuant to which the City will make a long term in the principal amount of \$1,800,000 (the "Permanent Loan") to Developer, \$1,000,000 of which is to be used to retire a portion of the Short Term Interim Loan; and

WHEREAS, It has been determined that a portion of the funds originally allocated for the Short Term Interim Loan and the Permanent Loan (sometimes hereinafter collectively referred to as the "Loans") will not be available at the time for disbursement of the Loan proceeds; and

WHEREAS, \$490,000 of the Short Term Interim Loan is to be funded from U.D.A.G. general recapture funds as originally contemplated, and the remaining \$710,000 will now be funded from Trader's Building Urban Development Action Grant (the "Trader's Building U.D.A.G.") recapture funds; and

WHEREAS, \$1,000,000 of the Permanent Loan will be funded through an Illinois Development Action Grant as originally contemplated, and the remaining \$800,000 will now be funded from Trader's Building U.D.A.G. recapture funds; and

WHEREAS, It is necessary to amend the Short Term Interim Loan Ordinance and the Permanent Loan Ordinance (sometimes hereinafter collectively referred to as the "Loan Ordinances") to identify the partially revised source of funds for the Loans; and



WHEREAS, It is further necessary to amend the Loan Ordinances to authorize the Deputy Commissioner of the Department of Economic Development of the City of Chicago (the "Deputy Commissioner") to act, in addition to the Commissioner, in accordance with the authority granted therein; now, therefore,

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

SECTION 1. Each of the Loan Ordinances is hereby amended to authorize the Deputy Commissioner to act, in addition to the Commissioner, in accordance with the authority granted therein.

SECTION 2. The Short Term Interim Loan Ordinance is hereby further amended as follows: (i) by replacing all references therein to "C.D.B.G. reprogrammed funds" with "Trader's Building U.D.A.G.", (ii) by deleting Section 4 and Section 5 thereof in their entirety, (iii) by renumbering the final Section thereof as "Section 4", and (iv) by deleting Exhibit A thereto in its entirety.

SECTION 3. The Permanent Loan Ordinance is hereby further amended by replacing all references therein to the "A.M.G.E.N. U.D.A.G." with "Trader's Building U.D.A.G."

SECTION 4. All provisions of the Loan Ordinances not hereby amended shall remain in full force and effect.

SECTION 5. This ordinance shall be in full force and effect from and after its passage.

---

SUBMISSION OF LOAN APPLICATION TO ILLINOIS DEVELOPMENT  
FINANCE AUTHORITY FOR FUNDS NECESSARY TO  
REHABILITATE APARTMENT BUILDING  
LOCATED AT 4132 NORTH  
KENMORE AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the submission of a loan application to the Illinois Development Finance Authority, on behalf of McHugh-Bowles Development, Limited, for monies necessary for the rehabilitation of an apartment building located at 4132 North Kenmore Avenue.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The State of Illinois, acting through the Illinois Development Finance Authority (the "Authority"), pursuant to authority granted it in the Illinois Development Finance Authority Act, Illinois Revised Statutes, Chapter 48, Section 850.01 *et seq.*, as amended, has created the Illinois Housing Participation Program (the "Illinois Housing Participation Program"), in Section 850.07(o) of the Act, which program, among other things, provides for grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The Illinois Finance Development Authority has agreed to loan the City of Chicago, Illinois (the "Borrower") a zero percent loan in the amount of Five Million Dollars (\$5,000,000) to enable the borrower to finance, or reimburse the primary developers and other project participants for a portion of the cost of the project, such loan being subject to the terms and conditions of, and for the purposes of making funds available to owners of rental properties containing five or more dwelling units in low and moderate income areas; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of one (1) low interest rehabilitation loan of \$144,300 to be funded with Illinois Housing Participation Program funds where said funds, when loaned, will leverage an additional \$353,200 of private investment. A total of 21 dwelling units will be rehabilitated, and wherein said loan is more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The Illinois Development Finance Authority Act requires that the Corporate Authorities (the City Council) approve the submission of projects for funding under the Illinois Housing Participation Program; now, therefore,

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

SECTION 1. The Commissioner of Housing is hereby authorized to submit a loan agreement to the Illinois Development Finance Authority under the Illinois Housing Participation Program. The form of said loan agreement is attached hereto as "Exhibit B". Upon approval by the Illinois Development Finance Authority, the Commissioner of Housing shall submit the loan proposals to the City Council for the issuance of a final loan commitment.

SECTION 2. This ordinance shall be in full force and effect by and from the date of its passage.

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

*Exhibit A.*

Owner/Borrower Address/No. of D.U.S.	Private Financing	I.H.O.P. MULTI Program (Rental Rehab)
1. McHugh-Bowles Development Ltd. Paul Hughs & Jeff Bowles 4720--4732 North Racine	\$353,200	\$144,300

*Exhibit B.*

*Building Loan Agreement.*

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Chicago, a municipal corporation and a home rule unit of government under the Constitution of the State of Illinois, acting by and through its Department of Housing (the "City") and \_\_\_\_\_ (the "Developer").

*Recitals:*

Whereas, the City has applied to the Illinois Development Finance Authority (the "Authority") for a loan (the "Master Loan") under the Illinois Housing Partnership Program (the "I.H.P.P.") to permit the City to finance a series of loans to be used by developers to rehabilitate multi-family housing for persons of low and moderate income, as hereinafter defined, in conformity with the Illinois Finance Authority Act, Ill. Rev. Stat. Ch. 48 ¶850.01 *et seq.*, as amended (the "Act"), and I.H.P.P. regulations; and

Whereas, the Authority has adopted a Project Loan Approval Resolution on \_\_\_\_\_ with respect to a project commonly known as \_\_\_\_\_ (the "Project"); and

Whereas, The City Council of the City of Chicago authorized by an ordinance passed on August 28, 1986 (C.J.P. p. 32795) a loan (the "Loan") in the amount of \_\_\_\_\_ to the Developer from I.H.P.P. loan proceeds, together with such funds from other sources as may be necessary to complete the loan, for the Project; and

Whereas, the Developer desires to obtain the loan to rehabilitate the Project;

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

Section 1. The above recitals are hereby incorporated and expressly made a part of this Agreement as through fully set forth herein.

Section 2. The Loan.

2.01 The City loan is conditioned upon the Developer obtaining a loan commitment (the "Senior Loan") which, together with the Developer's own funds and the proceeds of the Loan, will be sufficient to pay all costs of rehabilitating the Project.

2.02 The Developer shall apply the proceeds of the Loan to pay a portion of the costs of acquiring, equipping and rehabilitating the Project. The Developer shall obtain the prior written approval of all Project plans and specifications from the City. Any changes in the Construction Contract or the plans and specifications must be submitted by the Developer to the City for its approval. All proposed change orders shall be submitted to the City with each monthly request for disbursement. The City shall have the right to approve all change orders prior to execution by the Developer.

2.03 Specifically, those Loan proceeds provided through the Master Loan shall be used by the Developer only for "Eligible Costs." For purposes of this Agreement, Eligible Costs are those costs chargeable to the Project's capital account, including the cost of real estate acquisition, architectural, engineering and similar professional fees, site preparation, machinery and construction costs, including fixed equipment used for building construction, construction materials, Project furnishings and fixtures, and the use of Program Funds to reimburse the City for funds advanced by the City to the Developer to pay any such costs, provided, however, that Eligible Costs does not include the use of Program Funds for working capital, operating expenses or to pay any cost incurred more than one year prior to approval of the Project Approval Resolution for the Project.

2.04 The total cost of rehabilitation of the Project, including indirect costs, shall not exceed \$ \_\_\_\_\_. As evidence of the total costs of rehabilitation of the Project, including indirect costs incidental thereto, the Developer shall furnish the City with a trade payment breakdown, in a form satisfactory to the City, certified by the Developer to be true and correct.

2.05 Source of  
Project Funds:

Use of  
Project Funds:

City of Chicago (Rental Rehab.)	_____	Acquisition/ Refinance	_____
City of Chicago (Multi-Family)	_____	Rehabilitation	_____
Other	_____	Other Develop- ment Cost	_____
Equity	_____	Total Develop- ment Cost	_____
Total Develop- ment Cost	_____		

2.06 All disbursements of the Loan will be subject to the following general conditions:

- (a) Disbursements shall be made no more frequently than once per month and only when:
- (i) The appropriate conditions for such disbursements as contained in this Loan Agreement have been satisfied.
  - (ii) The Loan is "in balance" as described in herein.
  - (iii) The amount of the disbursement shall equal the costs of construction work in place, subject to retainage in accordance with Paragraph 2.05(d) herein and other costs, expenses, and fees actually paid or payable by the Borrower for approved Project costs as of the date of the request for disbursement.
- (b) Requests for disbursement shall be submitted by the Developer on forms satisfactory to the City and shall generally consist of the following:
- (i) A letter from the Developer requesting the amount of the particular disbursement and directing the City to disburse such amount in accordance with the terms of this Loan Agreement.
  - (ii) A completed form of "disbursement request summary" and certification from the Developer.
  - (iii) A completed "application for payment and sworn statement" and certification from the General Contractor.
  - (iv) Lien waivers from the General Contractor and all subcontractors for the amount of the construction cost disbursement.
  - (v) Certifications from the City (or its agent) construction inspector.
  - (vi) Title company endorsements current through the last disbursement of the Loan.
- (c) Unless otherwise elected by the City, disbursements of the Loan shall be made to the title insurance company in accordance with the Construction/Rehabilitation Loan Escrow for A.L.T.A. Mortgage Policy.

- (d) Each disbursement for construction costs shall be subject to a holdback (the "Retainage") of \_\_\_\_\_ percent (\_\_\_\_%) of all amounts due the General Contractor and each subcontractor. Retainage shall be disbursed upon substantial completion of the Project, however, to a holdback for punch-list items in the amount of the cost to complete such items. "Substantial Completion" shall be determined in the sole discretion of the City.
- (e) In the event of the death, insolvency, or a material adverse change in the financial position of any personal guarantor of the Loan, the City's obligation to make further disbursements shall terminate and, at the option of the City, the outstanding principal balance of the Loan and any accrued and unpaid interest thereon may be immediately due and payable.
- (f) That portion of the Loan proceeds funded through I.H.P.P. shall be disbursed in accordance with a leveraging ratio. "Leveraging ratio" means that number resulting from the total dollar amount of firm private sector commitments by the total dollar amount of the Project Loan requested for any Project. Funds to be counted towards the private sector commitments include all types of private capital investment to be expended as a direct result of the Loan, including equity, internally generated funds, debt financing whether conventional or tax exempt borrowing, but not loans (except loans made with the proceeds of tax exempt borrowing) or grants made by units or agencies of municipal, state or federal government. For the purposes of this Agreement, the leveraging ratio shall be 7:3, or seven private sector dollars for every three I.H.P.P. dollars.

### Section 3. The Note.

3.01 The borrower to be named on the note given for the Loan (the "Note") shall be \_\_\_\_\_  
 \_\_\_\_\_ (the "Borrower").

3.02 The Note shall be secured by a \_\_\_\_\_ mortgage lien on the land and any improvements thereon, a security interest in all personalty and the beneficial interest of any land trust and such other security as may be required by the City for property situated in the City of Chicago, County of Cook, State of Illinois, commonly known as \_\_\_\_\_.

3.03 The Note shall bear interest: (a) from the initial disbursement date to the end of the Construction Period (which shall be that time between disbursement and approval for occupancy by tenants), payable monthly on the outstanding principal balance thereof, at a rate per annum of \_\_\_\_\_ percent (\_\_\_\_%); (b) from the end of the Construction Period until the maturity date payable monthly in arrears, at a rate per annum of \_\_\_\_\_ percent (\_\_\_\_%). All interest shall be calculated on the basis of 360 days, but shall be computed for the actual number of days in the period for which interest is charged.

3.04 Term. The outstanding balance of the Loan, any accrued interest thereon, and any other amounts payable by the Borrower under the terms of the Loan documents, shall be due and payable on \_\_\_\_\_, or upon any sale, transfer, pledge or

assignment of the title to or beneficial interest in the Project, unless such sale, transfer, pledge or assignment shall have been approved by the City or the Authority.

3.05 Prepayment. The Loan may be prepaid in whole or in part without penalty.

3.06 This is a nonrecourse loan. "Nonrecourse" shall mean, for the purpose of this Loan, that neither the Borrower, nor any such limited partnership which may be the beneficiary of the Borrower, including its general and limited partners, now admitted or hereinafter admitted, shall be personally liable for repayment of principal or interest on the Loan. The sole recourse of the City, until any senior loan is paid in full and discharged, shall be against Surplus Cash or Return on Equity, and after the payment in full of any senior loan, at the option of the City, recourse may also be had against the Project.

#### Section 4. Requirements For Closing.

The following conditions shall be complied with to the satisfaction of the City as of or prior to the Closing Date:

4.01 Loan Documents. The Developer shall execute and deliver or cause to be executed and delivered, in a form and content satisfactory to the City and its legal counsel, the following documents (the "Loan Documents"):

- (a) A Note in the full amount of the Loan.
- (b) A Mortgage, Security Agreement and Assignment of Rents.
- (c) Financing statements.
- (d) A Loan Escrow Agreement for A.L.T.A. Mortgage Policy appropriately revised to satisfy the requirements set forth in the Act, the I.H.P.P. Regulations, and the Master Loan.
- (e) Evidence of the consent of any senior lender to the City's Junior Mortgage.
- (f) An appropriately executed assignment of commitment, if applicable.

4.02 Title Insurance Policy. The Developer shall give the City an A.L.T.A. Standard Loan Policy Additional Coverage (1970 Edition) issued by a title insurance company satisfactory to the City. The policy will insure the mortgage or deed of trust to be a third and best lien against the Project subject only to those matters which have been approved in writing by the City. Unless approved by the City, the policy shall not contain any exceptions for matters which would be shown by an inspection of the Project, rights of parties in possession, easements not of record, or for unpaid installments of special assessments. Prior to each disbursement of the Loan, the City will receive an endorsement to the title insurance policy reflecting the date and the amount of such disbursement by the City, or that the company is in a position to issue such an endorsement.

4.03 Survey. The Developer shall give the City a survey of the Project prepared and certified to by a surveyor registered and licensed in Illinois.

4.04 Insurance. The Developer shall provide evidence of insurance coverage in a form and in amounts issued by companies satisfactory to the City, to cover such casualties, risks, perils, liabilities, and other hazards as the City may require.

4.05 Construction Documents. The Developer shall give the City, or shall have caused the same to be modified as required by the City, the following:

- ( i) Evidence, in the form of a purchase contract or deed and closing statement, of the purchase price of the Project, if applicable.
- ( ii) A general lump sum A.I.A. construction contract between Developer and \_\_\_\_\_ (the "General Contractor") for the rehabilitation of the Project in accordance with the plans and specifications.
- ( iii) The standard form of subcontract, containing an assignment clause, to be used by the General Contractor, and copies of any subcontracts executed as of the Closing Date.
- ( iv) The final plans and specifications for the Project with evidence of appropriate governmental approvals thereon.
- ( v) The building permits for the full rehabilitation of the Project.
- ( vi) A detailed budget specifying all costs of constructing, fixturing, and equipping the Project, and the sources of all funds to pay such costs, which detailed budget shall substantiate the preliminary estimates contained in Section 2.05 hereof.
- ( vii) A detailed construction schedule showing a trade-by-trade breakdown of the estimated periods of commencement and completion of construction on the Project.
- (viii) A copy of the most recent real estate tax bill.

4.06 Performance and Payment Bond. The Developer shall obtain a performance and payment bond with a penal sum in the full amount of the construction contract written on A.I.A. Form A-311, or another form satisfactory to the City, and underwritten by a surety satisfactory to the City, naming the City as co-obligee on the bond.

4.07 (a) Corporate Resolutions. If the Developer is a corporation, the City shall receive duly certified resolutions from its board of directors evidencing approval of the Loan and authorization to execute the appropriate Loan Documents, and indicating the officers who are authorized to sign the Loan Documents, and a certificate of good standing.

(b) Land Trust Documentation. If the Developer is a land trust, the City shall receive certified copies of the Developer's trust agreement, the recorded deed in trust, copies of any and all collateral assignments of beneficial interest, all letters of direction in connection with execution of documents for this Loan, and the joint and several personal guaranty of each beneficiary of said Trust. The Developer shall also provide the City with an affidavit



to the effect that the proceeds of the Loan are to be used for "business purposes" as defined by Section 4(c) of Chapter 74 of the Illinois Revised Statutes.

(c) Partnership Documentation. If the Developer is a partnership, the City shall receive an executed copy of the complete partnership agreement, and all amendments thereto, duly certified by a general partner as complete and unmodified as of the Closing Date. If the partnership agreement or a certificate is recorded, the City shall be provided with the recording data and copies thereof.

4.08 Developer's Equity. The Developer shall present evidence that the Owner has invested or shall invest a minimum of \_\_\_\_\_ percent (\_\_\_\_%) of the total project cost, which sum shall represent the equity contribution at Loan closing. In addition, the Developer shall give the City satisfactory evidence of the Developer's investment in approved Project costs in an amount sufficient to put the Loan "in balance" as required under 2.05 hereof.

4.09 Expenses. The Developer agrees to pay all taxes and assessments and all recording fees, registration taxes, title insurance premiums and other charges of the title company, appraisal fees, construction inspection fees, fees of third-party consultants retained by the City, the cost of all surveys, and all other expenses of closing the Loan, whether or not the Loan is made, unless the Loan is not made because of the wrongful action or unreasonable delay of the City.

4.10 The Developer shall provide or cause to be provided such additional information or documents as the City may require in order to close the Loan.

#### Section 5. Warranties And Representations.

5.01 The Developer warrants and represents that the rehabilitation of the Project shall commence within no less than \_\_\_\_\_ (\_\_\_\_) days after the Closing Date. The Developer shall substantially complete the rehabilitation of the Project within no less than \_\_\_\_\_ days after the Closing Date. The Project shall be fully complete, staffed, and open for business on or before \_\_\_\_\_. All of the aforesaid dates may be extended, at the sole discretion of the City, for delays beyond the reasonable control of the Developer, but in no event shall any such extensions exceed in the aggregate \_\_\_\_\_ (\_\_\_\_) days.

5.02 The Developer warrants and represents that the Loan proceeds received through the Master Loan shall not be used for any purpose other than for Eligible Costs as defined herein or for those purposes specifically set forth in the Authority's Project Loan Approval Resolution.

5.03 The Developer acknowledges that the Loan is being financed, in whole or in part, by the proceeds of the Master Loan on the basis of a representation from the Developer that the Project is to be occupied, in whole or in part, by persons of low or moderate income. For the purposes of this Agreement, "low income" shall mean income of persons whose annual income does not exceed fifty (50%) of the median income for the metropolitan statistical area in which the Project is located, as determined from time to time by the Secretary of the United States Department of Housing and Urban Development under Section 8 of the

United States Housing Act of 1937, 42 USC 1437a, with adjustments for larger and smaller families. "Moderate income" shall mean income of persons whose annual income does not exceed eighty (80%) of the median income for the metropolitan statistical area in which the Project is located, as determined by the Secretary of the United States Department of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, 42 USC 1437a, with adjustments for larger and smaller families.

5.04 The Developer warrants and represents that the Project will be used during the term of the Project Loan to provide the number of units of housing for such low and moderate income persons as specified in the Project Loan Approval Resolution.

5.05 The Developer shall present evidence of compliance with Section 5.04 hereof within six (6) months of completion of the Project and from time to time thereafter upon request of the City.

5.06 The Developer warrants and represents that: (1) no person holding any office of the City, either by election or appointment under the laws or constitution of this State, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any work relating to the Project in the making or letting of which such officer has been called upon to act or vote; (2) no such officer represents either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work relating to the Project in regard to which such officer has been called to vote; or (3) no such officer has taken or received, or offered to take or receive, either directly or indirectly any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

#### Section 6. Special Conditions.

6.01 The Developer shall for the term of this Loan keep or cause to be kept all buildings and improvements now or hereafter situated on the Project insured against loss or damage by fire or other such hazard and shall maintain liability property damage and such other insurance as the City may require. All such policies shall be with companies and in the form and amounts satisfactory to the City and shall name the City as an additional insured. Original certificates shall be deposited with the City.

6.02 The City shall have the right to erect a sign of a size and style approved solely by the City in a conspicuous location, on the site of the Project during the rehabilitation period, indicating that financing for the Project has been provided by the City.

6.03 Notwithstanding anything herein contained, the City, by entering into this Agreement or by taking any action pursuant thereto, shall not be deemed a partner or joint venturer with the Developer and the Developer agrees to hold the City harmless from any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereof.

6.04 The Developer shall not assign its rights or obligations under this Agreement, or any portion thereof without the written consent of the City. Subject to the terms of the agreement between the City and the Authority for the Master Loan, the City reserves the

right to assign all, or any part of, its commitment to make the Loan and all or any part of the right, title and interest in the Project it acquires by reason of the Loan.

6.05 The Developer shall permit any duly authorized representatives of the Authority, the Auditor General of the State of Illinois, and the City to obtain access to the Project and to inspect, copy, audit and examine all books, records and other documents pertaining to the Project Loan at all reasonable times.

6.06 This Agreement shall be subject to the terms and conditions of the Act, the I.H.P.P. regulations, the Agreement between the City and the Authority for the Master Loan and, where applicable, the rules and regulations promulgated by the United States Department of Housing and Urban Development with respect to the use of Community Development Block Grant funds.

#### Section 7. General Provisions.

7.01 This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

7.02 No changes, amendments, modifications, cancellation or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

7.03 This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

7.04 If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, municipal ordinance, rule of law or public policy, or for any other reasons, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

7.05 Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

7.06 All provisions of this Agreement, where applicable, shall survive the closing of this Loan. All of the terms and provisions of the Agreement shall be binding upon and inure to

the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Section 8. Notices.

Any and all notice given or required under this Agreement shall be in writing and placed in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Department of Housing  
318 South Michigan Avenue  
Chicago, Illinois 60604

Attention: Commissioner

With A Copy To:

Department of Law  
Room 511, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

Attention: Corporation Counsel

If To The Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

With A Copy To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Notices sent in accordance with this section shall be deemed effective upon mailing.

Section 9. Events Of Default And Remedies.

9.01 The following shall constitute Events of Default:

- (a) Any material misrepresentation made by the Developer to the City.
- (b) Failure by the Developer to timely perform and/or observe any or all of the terms and conditions of this Agreement.
- (c) Insolvency or bankruptcy on the part of the Developer or the assignment of assets for the benefit of creditors by the Developer.

9.02 Upon the occurrence of an Event of Default hereunder, the City may, at its sole option after giving notice in accordance with this Agreement and allowing reasonable time for a cure thereof, do any one or any combination of the following:

- (a) Terminate its obligation to make the Loan;
- (b) Discontinue making any disbursements of the Loan proceeds;
- (c) Accelerate repayment of the Loan in accordance with the terms of the Note.

9.03 No remedy under the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

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

[Signature forms omitted for printing purposes.]

---

ISSUANCE OF FINAL LOAN COMMITMENTS UNDER COMMUNITY  
DEVELOPMENT BLOCK GRANT, MULTI RENTAL  
REHABILITATION AND SUPPLEMENTAL  
LOAN REHABILITATION PROGRAMS  
TO SPECIFIED OWNERS/BORROWERS  
FOR VARIOUS PROJECTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of final loan commitments under the Department of Housing's Community Development Block Grant, Multi Rental Rehabilitation and Supplemental Loan Rehabilitation Programs to specified owners and borrowers for various projects.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the Housing and Urban Rural Recovery Act of 1983, which program among other things, provides for federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of \$20,365,900 of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has programmed \$25,900,000 in Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program in Program Years IX through XIII ("Multi-Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, said M.U.L.T.I. Program to be administered by the City's Department of Housing; and

WHEREAS, The City of Chicago has programmed \$1,390,000 in Year XIII Community Development Block Grant funds for its Supplemental Loan Rehabilitation Program ("S.L.R.P. Program"), wherein low interest rehabilitation loans are available to owners of property in low and moderate income areas, said S.L.R.P. Program to be administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of seven (7) low interest rehabilitation loans in the aggregate amount of \$2,252,403, said loans to be funded in part with Rental Rehabilitation Program funds, in part with M.U.L.T.I. Programs funds and in part with S.L.R.P. Program funds where said funds, when loaned, will leverage an additional \$1,852,268 in private investment for the rehabilitation of 131 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the Substitute Ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U. S. Department of Housing and Urban Development for the Year XI Community Development Block Grant funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for the loan amount listed therein.

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation, the M.U.L.T.I. and the S.L.R.P. Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

*Exhibit A.*

	Owner/Borrower Address/No. Of D.U.'s	M.U.L.T.I. Program Private Financing	(Rental Rehab.)
1.	Malvina Golden 5504--5512 S. Wabash 74 D.U.'s	\$717,000	\$673,000
2.	Gerald Pitchford 4442 S. King Drive 4 D.U.'s	\$5,800	\$130,633
3.	Anthony Johnson 3834 S. Wabash 6 D.U.'s	\$116,475	\$147,793
4.	People's Housing 1614--1622 W. Jonquil Terrace 25 D.U.'s	\$611,631	\$927,127
5.	Waller Vinson/Robert Nesper 6748--6750 S. Cornell 6 D.U.'s	\$91,230	\$127,900
6.	Mark Krastof 2736 W. Cortland 6 D.U.'s	\$112,500	\$125,950
7.	George & Patricia Harris 2954--2958 W. Madison 10 D.U.'s	\$197,632	\$120,000
Summary:			
	Total Dwelling Units:	131	
	Total Private Financing:		\$1,852,268
	Total C.D.B.G./Rental Rehab:		\$2,252,403
	<b>TOTAL:</b>	<b>\$4,104,671</b>	

---

CORPORATION COUNSEL AUTHORIZED TO EXECUTE CERTAIN  
SETTLEMENT AGREEMENT OR ENTER INTO  
CONSENT ORDER.



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

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement or consent order in a lawsuit entitled *Lee Irving Cole v. City of Chicago*, 84L18341, in the amount of \$275,000.00.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 43.

*Nays* -- None.

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

---

EXECUTION OF COMMUNITY DEVELOPMENT FLOAT LOAN TO  
ASSIST IN RESTORATION OF CHICAGO THEATRE  
AND PAGE BROTHERS BUILDING PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Community Development Float Loan to assist in completing the restoration of the Chicago Theatre and the Page Brothers Building Project.

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

*Yeas* -- Aldermen Roti, Rush, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Burke, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schuller, Osterman, Orr, Stone -- 44.

*Nays* -- Alderman Langford -- 1.

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

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

Alderman T. Evans then requested the record reflect that said passed ordinance was transmitted to the Mayor, who affixed his signature to said ordinance at 11:30 A.M.

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council of the City of Chicago on July 29, 1987, the Commissioner of the Department of Planning (the "Commissioner") was authorized to negotiate a loan of available, but unexpended, Community Development Block Grant Funds to Chicago Theatre Restoration Associates, an Illinois limited partnership, to assist in financing the final phase of the rehabilitation of the Chicago Theater and the adjacent Page Brothers Building, located at 175--189 North State Street, Chicago, Illinois; and

WHEREAS, Said loan was not to exceed \$2,600,000.00, to be for a term not more than three (3) years and bear interest at a rate not less than three percent (3%) and not more than five percent (5%); and

WHEREAS, Said loan was required to be secured by an irrevocable letter of credit in the full principal amount thereof and to be on such other terms as the City might require; and

WHEREAS, The terms of said loan have been negotiated and are embodied in that certain Community Development Block Grant Float Loan Agreement/Chicago Theatre Restoration Associates (the "Loan Agreement"), a copy of which is attached hereto as Exhibit "A"; now, therefore,

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

SECTION 1. The Mayor of the City of Chicago and the Commissioner are hereby authorized to execute, and the City Clerk to attest, the Loan Agreement, substantially in the form of Exhibit "A" attached hereto, upon review and approval thereof by the Corporation Counsel as to form and legality.

SECTION 2. The Commissioner is hereby authorized to perform such acts and execute such other documents, upon review and approval thereof by the Corporation Counsel as to form and legality, as may be necessary to effectuate the transaction contemplated by the Loan Agreement.

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

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

*Community Development Block Grant  
Float Loan Agreement.*

This Agreement (the "Agreement"), executed as of October 1, 1987 is made by and between the City of Chicago, Illinois, a public body corporate (the "City"), and the Chicago

Theatre Restoration Associates, an Illinois limited partnership (the "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. Recitals.

1.1 The City and Developer previously entered into a Chicago Theatre Redevelopment/Agreement dated October 24, 1985 (the "Redevelopment Agreement") under the terms of which the City agreed to provide financing for the acquisition and renovation by Developer of the Chicago Theatre and the adjacent Page Brothers Building (hereinafter referred to as the "Project").

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

1.3 On January 4, 1987 the City, pursuant to the Redevelopment/Agreement, provided the Developer with sale/leaseback financing, by purchasing the Project from the Developer for Twelve Million Five Hundred Thousand Dollars (\$12,500,000) and simultaneously leasing the Project to the Developer pursuant to and upon satisfaction of the terms of a Lease and Option Agreement (the "Lease and Option Agreement").

1.4 The City has borrowed from the Federal Financing Bank the \$12,500,000 sufficient to pay the purchase price of the Project which loan is guaranteed by H.U.D. pursuant to Section 108 of the Housing and Community Development Act of 1974, as amended (the "Section 108 Loan"). The payments from the Developer to the City under the Lease and Option Agreement are used to meet the City's obligations under the Section 108 Loan.

1.5 The City Council of the City, by ordinance passed July 29, 1987, authorized the Commissioner of Planning to negotiate a loan of C.D. Float Funds (the "C.D. Float Loan") to the Developer in an amount not to exceed \$2,600,000 for the purpose of providing interim financing for the completion of the Project.

1.6 The C.D. Float Loan is to be evidenced by the demand promissory note of the Developer, and is to be secured by an unconditional, irrevocable letter of credit issued to the City in the principal amount of up to \$2,600,000 and by other collateral which the City may require.

1.7 The entire principal amount of the C.D. Float Loan, plus any accrued, but unpaid interest, shall be due and payable on October 1, 1990, or on such earlier date as the City shall demand, subject to Section 1.2 hereof.

1.8 The Developer intends to Complete the Project at a total cost not to exceed \$9,840,000.

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

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

## 2. Definitions.

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

**Architect:** Daniel P. Coffey and Associates, Ltd. the architect selected by the Developer for renovation of the Project, or any other licensed architect employed by Developer.

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

**C.D. Float Loan Security Documents:** The documents required to secure the C.D. Float Loan Note as described in Article 3 of this Agreement.

**C.D. Float Loan Closing:** The procedure for the consummation of the C.D. Float Loan as described in Article 3 of this Agreement.

**C.D. Float Loan Closing Date:** The date set forth in Article 3 of this Agreement on which the C.D. Float Loan Closing is to occur.

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

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

**Construction Contract:** The agreement, dated September 25, 1985, and an amendment to said agreement, dated May 22, 1987, both executed by and between the Developer and the General Contractor providing for the construction of the Project.

**Construction Escrowee:** Chicago Title Insurance Company.

**Development Costs:** All costs, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, the purchase price of the Property, loan fees, interest, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of "finishes" (although incurred after Completion), costs of relocating utilities and other site work, amounts paid for fixtures,

machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, architects fees, surveyors fees, attorneys fees, permit fees, management fees, construction manager's fees, acquisition fees, heat, electricity, fuel, and insurance costs, brokers and leasing commissions, marketing costs, and any losses resulting from operating expenses exceeding revenues through the date all "finishes" have been completed.

Event of Default: Any one or more of the conditions or events specified in Article 8 hereof.

General Contractor: W. E. O'Neil Construction Company.

Investor Notes: The promissory notes of the Limited Partners of the Developer which are pledged to the City, as security for the Developer's obligations under the Lease and Option Agreement and which are secured by the Limited Partners interests in the Developer.

Issuer: Exchange National Bank, Chicago, Illinois.

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

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

Redevelopment Agreement: An agreement executed by and between the City and the Developer, dated October 25, 1985, providing for the acquisition and renovation of the Project.

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

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

Words and terms defined in the Redevelopment Agreement shall have the meanings set forth therein in this Agreement.

### 3. C.D. Float Loan.

3.1 C.D. Float Loan. The City hereby agrees, subject to the terms and conditions herein contained, to make a loan ("C.D. Float Loan") in the principal amount of up to Two Million Six Hundred Thousand Dollars (\$2,600,000), the proceeds of which shall be used by the Developer to pay certain Development Costs of the Project identified in Exhibit B, attached hereto. Development Costs of the Project to be paid by Developer from the proceeds of the C.D. Float Loan are for certain construction costs, tenant "finishes" required for successful

leasing of retail and office space in the Page Brothers Building, and costs for services incurred during the period of construction. Proceeds of the loan will be distributed by the Construction Escrowee.

3.2 C.D. Float Loan Note. The C.D. Float Loan shall be evidenced by the C.D. Float Loan Note. The C.D. Float Loan Note shall be executed by Developer and delivered to the City. The principal balance due under the C.D. Float Loan shall bear interest during the period from the C.D. Float Loan Closing Date to October 1, 1990 at the simple interest rate of three percent (3%) per annum (computed on the basis of a year consisting of 365 days and paid for actual days elapsed), with accrued interest payable monthly on the tenth (10th) day of each month. Interest which has accrued but which is not paid as of each payment date shall be added to the principal balance of the C.D. Float Loan Note as of such date. The C.D. Float Loan Note shall further provide that the entire unpaid principal amount thereof and unpaid accrued interest thereon will be payable on October 1, 1990 or on demand by the City, whichever shall first occur, and shall be subject to prepayment (without penalty or charge) by Developer at any time. The City agrees that it will demand payment of the principal amount of the C.D. Float Loan Note prior to October 1, 1990 only upon the occurrence and continuance of one or more Events of Default described in Article 8 or in the event that the City legally requires the proceeds of the C.D. Float Loan for Community Development Block Grant programs pursuant to the Housing and Community Development Act of 1974.

### 3.3 Security For C.D. Float Loan Note.

(a) Letter of Credit. Developer shall cause the Letter of Credit to be issued by the Issuer to the City to secure the payment of the principal amount of and interest on the C.D. Float Loan Note in accordance with the terms and provisions thereof. The Letter of Credit shall be in form and content acceptable to the City; shall be in the amount of Two Million Six Hundred Thousand and no/100 Dollars (\$2,600,000.00); shall be unconditional and irrevocable; and shall have an expiration date of not earlier than October 15, 1990. The Letter of Credit shall be released by the City upon payment in full of the C.D. Float Loan Note.

(b) Security Agreement. Developer and City shall execute a Security Agreement under the terms of which Developer shall transfer and convey to City a security interest in the Investor Notes and certain accounts to be established by Developer as additional security for the Letter of Credit, which security interest shall be prior to any other interest, except for the prior security interest of Issuer.

(c) Other Security. To further secure the payment of the principal of and interest on the C.D. Float Loan Note in accordance with the terms and provisions thereof, Developer shall execute such other security documents as the City may reasonably require (the aforementioned documents are hereinafter referred to collectively as the "C.D. Float Loan Security Documents").

### 3.4 C.D. Float Loan Closing Date.

C.D. Float Loan Closing Date. The closing for the C.D. Float Loan and the disbursement of the proceeds thereof (the "C.D. Float Loan Closing") shall be held at the offices of the

City Department of Planning at 9:00 A.M. on October 1, 1987, or on such other date or at such other time or location, as the parties may mutually agree upon (the "C.D. Float Loan Closing Date").

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

- (a) The C.D. Float Loan Note executed on behalf of the Developer.
- (b) The Letter of Credit.
- (c) Evidence of the current status of title of the Project in a form satisfactory to the City.
- (d) An Intercreditor Agreement executed on behalf of the Issuer.
- (e) A Security Agreement by and between the Issuer and the City evidencing the City's subordinate collateral interest in the Investor Notes and accounts pledged to the Issuer by the Developer to secure the Letter of Credit.
- (f) The legal opinion of the Developer's legal counsel dated as of the C.D. Float Loan Closing Date, addressed to the City and to the effect that:
  - ( i) The Developer is an Illinois limited partnership validly existing under the laws of the State of Illinois with full power and authority to redevelop and operate the Project;
  - ( ii) This Agreement, the C.D. Float Loan Note, and any other C.D. Float Loan Security Documents, have been duly executed and delivered by the appropriate representatives of the Developer and such execution and delivery has been duly authorized;
  - ( iii) The execution and performance of this Agreement, the C.D. Float Loan Note, and any other C.D. Float Loan Security Documents will not violate the terms and provisions of the Developer's partnership agreement or to the best of such counsel's knowledge, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which the Developer is a party or by which it is bound;
  - ( iv) There is no litigation or proceedings pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving the Developer which would affect the Developer's ability to complete the Project and otherwise consummate the transactions contemplated by this Agreement;
  - ( v) This Agreement, the C.D. Float Loan Note, and any other C.D. Float Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms;

- (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required  
  
in connection with the Developer entering into and performing its obligations under this Agreement, the C.D. Float Loan Note, or any other C.D. Float Loan Security Documents;
  - (vii) To the best of the knowledge of such counsel after due inquiry (i) the Developer is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, (ii) the Developer has obtained all licenses, permits, franchises or other governmental authorizations necessary to the operation of the Project or to the conduct of its business as now conducted and as presently proposed to be conducted, which violation or failure to obtain might materially and adversely affect the ability of the Developer to operate the Project or conduct its activities as presently conducted or the condition (financial or otherwise) of the Developer, (iii) the development of the Project and the use thereof will not violate any applicable restrictions contained in any zoning, use, environmental protection, building, moratorium or other applicable law, ordinance or regulation, and (iv) no notification or filing with any governmental agency or entity is currently required with respect to the Project or the financing thereof from the proceeds of the C.D. Loan; and
  - (viii) The Construction Contract has been duly executed and delivered by the appropriate representatives of the Developer, such execution and delivery has been duly authorized, and the Construction Contract is valid and binding, and there have been no other amendments to the Construction Contract.
- (g) Certificates of Estoppel executed by Developer's sublessees and the ground lessee which state that such lessee or sublessee, as of the date of the Certificate, claims no right to the detriment of the Developer or the City and that the Developer and the City are entitled to act in reliance on such absence of claim.
- (h) Prior to the C.D. Float Loan Closing Date, the Developer shall deliver to the City a detailed cost analysis ("Project Budget"), in form and content satisfactory to the City, setting forth:
- (i) all estimated Development Costs of the total Project and;
  - (ii) all construction and non-construction Development Costs to be incurred, and
  - (iii) disclosing that the C.D. Float Loan will be sufficient to pay all Development Costs incurred or to be incurred to Complete the Project. The Developer shall promptly deliver to the City any and all revisions of the Project Budget and promptly deliver to the City any subsequent cost analyses pertaining to the Project.
- (i) Copies of the Construction Contract between the Developer and the General Contractor fixing the total, guaranteed price of all Work necessary to Complete the Project



at \$9,840,000 (including \$635,000 in unexpended sums for tenant improvements to the Page Brothers Building).

(j) Collateral Assignment of the Construction Contracts.

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

(l) Investor Estoppels: An Investor questionnaire from each Investor and an estoppel letter from each Investor to the City stating that,

- (i) the Investor Notes and the documents securing repayment thereof are in full force and effect and that the Investor has no defense, set-offs or counterclaims against the Developer or the City arising out of same or in any way relating thereto;
- (ii) the Investor has received no notice of a prior assignment, hypothecation or pledge of the Investor Notes or any document securing the repayment thereof, except for the pledge to the City of Chicago granted upon acquisition of the Project by the City; and
- (iii) the Investor acknowledges the City's reliance on the estoppel letter in making the C.D. Float Loan.

(m) Uniform Commercial Code, judgment and tax lien searches of the Developer and each General Partner.

(n) Amendment to the Lease and Option Agreement providing that an Event of Default hereunder shall be deemed an Event of Default thereunder.

(o) Current Architect's certification of the estimated cost to complete the Project.

(p) Amendment to Contractor's Performance/Payment Bond.

(q) Such other documents as the City may reasonably require.

### 3.6 City Deliveries At Project Loan Closing.

The City shall deliver on the C.D. Float Loan Closing Date:

(a) To the Construction Escrowee, Two Million Six Hundred Thousand Dollars (\$2,600,000) by certified check, cashier's check or wire transfer of good funds;

(b) To the Issuer, the Intercreditor Agreement, executed on behalf of the City;

(c) To the Issuer, a copy of each form of release and assignment required to accompany the City's draw on the letter of Credit and a copy of the certification required to accompany the City's draw on the Letter of Credit.

### 3.7 Disbursement Of C.D. Float Loan Proceeds.

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

## 4. Project Development.

4.1 Development Standards. The Developer shall develop the Project for use in accordance with the Redevelopment Documents and shall plan and do the Work for and to the Project consistent with the uses and guidelines set forth in the Redevelopment Documents and in accordance with the Approved Design Plans and the Approved Final Plans and Specifications. All Work shall be performed in accordance with the requirements of the Redevelopment Agreement and this Agreement and shall be in conformity with all applicable federal, state and local laws, ordinances, rules and regulations.

4.2 Schedule of Construction. Developer covenants and agrees, subject to Permitted Delays, that it shall promptly and diligently Complete the Project in accordance with the Approved Final Plans and Specifications. For purposes of this Section 4.2, the Work on the Project shall be deemed to be completed at such time as the Completion Certificate is issued.

## 5. Developer Representations And Warranties.

The Developer represents and warrants to the City (which representation and warranties shall survive the C.D. Loan Closing) as follows:

### 5.1 Organization And Authority.

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

### 5.2 Litigation.

There are not proceedings pending or, to the knowledge of Developer, threatened against or affecting Developer in any court or before any governmental authority which involves the possibility of materially and adversely affecting the business or condition (financial or otherwise) of Developer or the ability of Developer to complete the Project in a timely manner or perform its obligations under this Agreement or the C.D. Float Loan Note or the C.D. Float Loan Security Documents.

### 5.3 Authorization.

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

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

### 5.4 Use Of Proceeds.

The Developer will use the proceeds of the C.D. Float Loan solely for the purposes of paying Development Costs of the Project, as limited by Exhibit B to this Agreement.

### 5.5 Governmental Approvals.

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

### 6. Developer Covenants.

The Developer covenants and agrees with the City as follows:

6.1 Commitment of Performance. The Developer shall do and perform, or cause to be done and performed, all those acts and things necessary and appropriate to fully comply with all the requirements, terms and conditions of the C.D. Float Loan Documents, including, but not limited to payment of the fees of special counsel for services rendered in connection with the Loan and other incidental expenses.

6.2 Additional Documents. The Developer shall execute and deliver to the City or its designee such other documents, instruments and certificates as the City shall from time to time reasonably request in order to effectuate the transactions contemplated by this Agreement.

6.3 Equal Employment and Minority Business Opportunities. The Developer, for itself and its successors and assigns, agrees: (a) to comply with the affirmative action/equal opportunity/minority business plan, the terms of which are set forth in Exhibit 37 of the Redevelopment Agreement and (b) to comply with the Federal and State of Illinois equal employment and affirmative action statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and regulations promulgated pursuant thereto.

7. Additional Covenants. In addition, the parties agree as follows:

7.1 Survival of Covenants. Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the Project Loan Closing, or earlier termination of this Agreement, shall survive such closing or termination.

7.2 No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of this provision that both parties should be constrained, at a time when either may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

7.3 Time is of Essence. Time is of the essence of this Agreement.

7.4 Effect of Permitted Delays. In the event a party suffers a Permitted Delay, the party asserting such delay shall give written notice thereof to the other party within twenty (20) days of the commencement of such delay. Unless such notice is given, the claims for such delay shall be deemed waived, but such waiver shall be only for the term preceding the notice. In case of a continuing Permitted Delay, only one such notice is required. Upon giving notice in accordance with this Section, the party suffering a Permitted Delay may postpone that party's obligations under this Agreement for a period equal to the duration of the Permitted Delay.

7.5 Eligible Activities. C.D. Float Loan funds are to be used by the Developer, in accordance with this Agreement, only for Eligible Activities under the Community Development Block Grant program as defined at 24 C.F.R. Part 570, Subpart C.

7.6 Financial Records. Developer shall keep and maintain books and records and other documents relating directly to the receipt and disbursement of C.D. Float Loan funds and shall provide such financial information to the City as required.

## 8. Events Of Default And Remedies.

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

(a) failure of the Developer to pay any installment of interest on or the principal of the C.D. Float Loan Note when the same shall become due and payable, whether at maturity or by acceleration or otherwise; or

(b) failure of the Developer to comply with or perform any of the other covenants, conditions, or provisions of this Agreement or the C.D. Float Loan Security Documents and to remedy such failure within thirty (30) days after written notice thereof from the City to the Developer provided, however, that if the nature of the default is such that it cannot be

corrected within such thirty (30) day period, then if corrective action is instituted by the Developer within such thirty (30) day period and diligently pursued, the time period which such correction must be performed shall end on the ninetieth (90th) day following the written notice by the City; or

(c) the occurrence of any Event of Default as defined in the Redevelopment Agreement; or

(d) if any representation or warranty made by the Developer in this Agreement or any agreement or document contemplated herein or in any statement or certificate furnished to the City in connection with this Agreement proves to be untrue in any material respect as of the date of issuance or making thereof and shall not be made good within thirty (30) days after written notice thereof to the Developer by the City; or

(e) if default, not contested in good faith, shall occur by the Developer under the Construction Contract or in the payment of the principal of or interest on any obligation of the Developer for borrowed money, as and when the same shall become due, or under any mortgage, agreement (including without limitation the Redevelopment Agreement) or other instrument under or pursuant to which such indebtedness is issued, and such default shall continue beyond the period of grace, if any, allowed with respect thereto; or

(f) if any judgment, writ or warrant of attachment or of any similar process in an amount in excess of \$50,000 shall be entered is filed against the Developer or against any of its property and remains unvacated, unpaid, unbonded, unstayed or uncontested in good faith for a period of sixty (60) days; or

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

(h) if a trustee, custodian or receiver is appointed for the Developer or for the major part of its property and is not discharged within forty-five (45) days after such appointment; or

(i) if proceeding for dissolution or liquidation of the Developer are commenced and are not dismissed, stayed or otherwise nullified within forty-five (45) days after such commencement; or

(j) if, except as permitted by this Agreement, the Developer should or permit another to sell, refinance, exchange, transfer or otherwise dispose of the Project or any part thereof or interest therein, or attempt to effect any of the foregoing, or if the Developer should transfer, convey, sell or assign any interests in the Developer other than the Syndication; or

(k) if there occurs any default under the Lease and Option Agreement or the Redevelopment Agreement which default is not cured within any applicable grace period; or

(l) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Developer or the Issuer (other than bankruptcy proceedings instituted by the Developer or the Issuer against third parties), and if instituted against the Developer or the Issuer are allowed against the Developer or the Issuer or are consented to and are not dismissed, stayed or otherwise nullified within forty-five (45) days after such institution.

8.2 Remedies Following Event of Default. Upon the occurrence and during the continuance of any Event of Default, the City shall have the following rights and remedies in addition to any other remedies herein or by law provided:

(a) The City may by written notice to the Developer, declare the principal of the C.D. Float Loan Note to be due and payable immediately, and upon any such declaration, the principal of the C.D. Float Loan Note shall become and be immediately due and payable, anything in the C.D. Float Loan Note or in this Agreement contained to the contrary notwithstanding.

(b) The City, with or without entry, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the C.D. Float Loan Note or in this Agreement or in aid of the execution of any power herein granted, or draw on the Letter of Credit or realize upon any security given under any other C.D. Float Loan Security Documents.

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

8.4 Delay or Omission Not a Waiver. No delay or omission of the City or the Developer to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the City or the Developer may be exercised from time to time and as often as may be deemed expedient by the City or the Developer, as the case may be.

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

8.6 Remedies Under Illinois Uniform Commercial Code. In addition to any other remedies provided for hereby or by law, and subject to the Intercreditor Agreement, the City shall have the rights of a secured party and the Developer shall have the rights of a debtor under the Uniform Commercial Code of Illinois with respect to the property subject

to the Security Agreement and the Letter of Credit upon the occurrence and continuance of an event of default hereunder, as defined in Article 8 hereof.

8.7 City Default and Developer Remedies. Upon the occurrence of a default hereunder by the City, the Developer shall have all remedies available to it at law or in equity, including the right to specific performance.

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

If To The City:

Department of Planning Commissioner  
Room 1000  
City Hall  
Chicago, Illinois 60602

With A Copy To:

Corporation Counsel  
City of Chicago  
City Hall  
Chicago, Illinois 60602

If To The Developer:

Chicago Theater Restoration  
Associates  
75 East Wacker Drive  
Suite 3000  
Chicago, Illinois 60601

With A Copy To:

Holleb & Coff, Limited  
Suite 4040  
One IBM Plaza  
Chicago, Illinois 60611  
Attention: Jeffrey Kuta

If To The Issuer:

Exchange National Bank

---

Chicago, Illinois  
Attention: \_\_\_\_\_

With A copy To:

Katz, Randall & Weinberg  
200 North LaSalle Street  
Suite 2300  
Chicago, Illinois 60601  
Attention: Benjamin J. Randall

Any Notice shall be deemed delivered three (3) days after the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) days after the mailing of the notice changing the address. A copy of all notices required or permitted to be given hereunder shall be sent to the Issuer until the expiration or release of the Letter of Credit. Copies of all notices given by either the Developer or the City shall be sent to the Issuer, however, the failure to do so shall not affect the validity of such notice or create a cause of action against the party failing to send the Issuer a copy of any notice or create a claim or right on behalf of any third person.

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

#### 9. Construction.

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

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

9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois when it has been executed and any suit or proceeding to enforce this Agreement shall be brought in the Federal or State courts located in Cook County, Illinois.

9.4 Exculpation. Except for any liability for intentional misrepresentation, fraud or intentional breach of warranty (other than warranty of payment), no personal liability shall be asserted or be enforceable against the Developer, partners of the Developer, partners of the General Partner, or their officers, directors or shareholders because or in respect of this Agreement or the making, issuance, or transfer hereof or the obligations evidenced or secured by the C.D. Float Loan Security Documents, if any, provided, however, that nothing contained herein shall be construed to limit the rights of the City under the C.D. Float Loan Security Documents, with respect to the property secured thereby, otherwise limit the rights of the City under this Agreement or the C.D. Float Loan Security Documents or prohibit the City from recovering against assets or collateral of the Land Trustee or the Developer pledged under the C.D. Float Loan Security Documents in satisfaction of its liabilities hereunder. Nothing herein contained is meant or shall be construed to impose personal liability on the Developer or their respective partners, officers, directors or shareholders, for the repayment of principal of or interest on the C.D. Float Loan Note.

9.5 Complete and Final Statement. This Agreement together with all Exhibits which are expressly made a part of this Agreement contains the final expression of the agreement between the parties relating to the subject matter hereof, is intended as a complete and exclusive statement of the terms upon which the parties have agreed, and no prior agreements, written or oral, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.



9.6 Termination. This Agreement shall terminate upon payment in full of the C.D. Float Loan Note. Any obligation and all remedies accrued prior to the termination date shall survive termination of the Agreement.

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

[Signature forms omitted for printing purposes.]

Exhibit B attached to this agreement reads as follows:

*Exhibit B.*

Use Of C.D. Float Loan Proceeds:

Redevelopment Costs Necessary to Complete the Work Under the Construction Contract	\$1,600,000
Tenant "Finishes" to the Page Building	300,000
Project Renovation Reserve Fund	500,000
Construction Costs	<u>200,000</u>
TOTAL:	\$2,600,000

---

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,  
CANCELLATION OF EXISTING WATER RATES, REFUND  
OF FEES AND WAIVER OF FEE FOR CERTAIN  
CHARITABLE, EDUCATIONAL AND  
RELIGIOUS INSTITUTIONS.

The Committee on Finance, to which had been referred (September 9, 1987) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits; cancellation of existing water rates, refund of fees 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 T. Evans, each of the said proposed ordinances and orders was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following are said ordinances and orders as passed:

FREE PERMITS.

*Board Of Trustees--District 508  
(City Colleges Of Chicago).*

*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 Board of Trustees--District No. 508, City Colleges of Chicago, 3035 East 92nd Street, for construction work on the premises known as 3035 East 92nd Street.

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

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

---

*Christian Covenant Missionary Baptist 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 Christian Covenant Missionary Baptist Church, 11458 South Wentworth Avenue, for the construction of a one-story brick building on the premises known as 11458 South Wentworth 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.

---

*Ebenezer Lutheran 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 Ebenezer Lutheran Church, 1650 West Foster Avenue, for electrical installations and renovations in existing structure, on the premises known as 1650 West Foster Avenue.

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

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

---

*The Evangelical Lutheran Church/O'Hare Plaza.*

*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 Evangelical Lutheran Church/O'Hare Plaza, 8765 West Higgins Road, for renovating existing structure on the premises known as 8765 West Higgins Road.

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.

---

*Rehabilitation Institute Of Chicago.*

*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 Rehabilitation

Institute of Chicago, 345 East Superior Street, for construction on the premises known as 345 East Superior Street.

Said building shall be used exclusively for rehabilitation 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.

---

*Northeastern Illinois University.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northeastern Illinois University, 5500 North St. Louis Avenue, for electrical installations on the premises known as 5500 North St. Louis Avenue.

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

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

---

*Pilgrim Lutheran 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 Pilgrim Lutheran Church, 4300 North Winchester Avenue, for renovations to existing structure on the premises known as 4300 North Winchester 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.

*South-East Asia Center.*

*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 South-East Asia Center, 1124 West Ainslie Street, for all permits and fees affiliated with the development of its new pre-school day care center, on the premises known as 1124 West Ainslie Street.

Said building shall be used exclusively for South-East Asia Center services and day care 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.

---

*Loretto Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of permit fee from the Department of Inspectional Services for the remodeling of the 3 Psych Unit.

Loretto Hospital  
645 South Central Avenue  
Chicago, Illinois 60644

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

---

CANCELLATION OF EXISTING WATER RATES.

*Illinois College Of Optometry.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the amount of \$6,495.09 assessed against the Illinois College of Optometry, 3241 South Michigan Avenue.

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

*Wesley United Methodist Church.*

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the total amount of \$411.94, charged against Wesley United Methodist Church, 201 East 95th Street.

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

---

REFUND OF FEES.

*Covenant Missionary Baptist Church.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund the amount of \$1,499.50 to the Christian Covenant Missionary Baptist Church, 11458 South Wentworth Avenue, representing payment of fee for Permit No. B-649978 for the construction of a one-story brick building at 11458 South Wentworth Avenue.

---

*Goodwill Industries.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund the amount of \$90.00 to the Goodwill Industries, 2540 West Polk Street, representing payment of fee for Special Police.

---

*South-East Asia Center.*

*Ordered,* That the City Comptroller is hereby authorized and directed to refund the amount of \$718.75 to the South-East Asia Center, 1124 West Ainslie Street, representing payment of Permit No. B-671429 for the construction of an addition to existing building--two-story masonry.

---

WAIVER OF FEE.

*Saint John Fisher Church.*

*Ordered*, That the City Comptroller is hereby authorized and directed to waive the electrical permit fees in the amount of \$144.00, for Saint John Fisher Church, 10234 South Washtenaw Avenue, for work being done by J. F. Fisher Electrical Contractors.

---

UNIVERSITY OF CHICAGO HOSPITALS EXEMPTED FROM  
PAYMENT OF PERMIT AND LICENSE FEES  
FOR YEAR 1987.

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. The University of Chicago Hospitals, an Illinois corporation, not for pecuniary profit, located on the south side of Chicago, engaged in medical and related activities, shall be exempt from the payment of all City fees and charges related to the erection and maintenance of hospital buildings and other buildings and fuel storage facilities located in the area bounded by East 58th Street on the north, South Ellis on the east, 59th Street on the south and Cottage Grove on the west, and the Commissioner of Aviation, the Commissioner of Streets and Sanitation, the Commissioner of Public Works, the Commissioner of Inspectional Services, the Commissioner of Water, the Commissioner of Sewers, the Commissioner of Health and the Commissioner of Consumer Services and the Department of Revenue, are hereby directed to issue all necessary permits and licenses and provide other City services as hereinabove described, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary to the University of Chicago Hospitals for the year 1987.

Said buildings and all appurtenances thereto shall be used exclusively for charitable and health purposes and the work thereon shall be done in accordance with all of the appropriate provisions of the Chicago City Code and the departmental requirements of various departments of the City of Chicago, and said buildings and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Chicago City Code for the issuance of all permits and licenses.

SECTION 2. This ordinance shall be in force for a period of one (1) year but in no event beyond December 31, 1987.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

Nays -- None.

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

---

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 September 9, 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
Archdioceses of Chicago (sundry locations)	PI-412588	\$29.00
	PI-412589	29.00
	PI-505234 (Fuel Burn. Equip.)	73.00
	A1-605726	30.00
	A1-611827 (Elev.)	30.00
Ashburn Baptist Church 3647 West 83rd Street	PI-509587 (Fuel Burn. Equip.)	109.00
Bethany Hospital (sundry locations)	A1-504779	450.00
	A1-512073 (Elev.)	450.00
	D1-514282	16.00



Name And Address	Warrant No. And Type Of Inspection	Amount
	D1-514283	\$16.00
	D1-514284 (Sign)	16.00
	F4-528585 (Mech. Vent.)	19.00
	Pl-508978 (Fuel Burn. Equip.)	195.00
Bethlehem Lutheran Church 9401 South Oakley Avenue	Pl-411827 (Fuel Burn. Equip.)	87.00
Catholic Archdiocese 155 East Superior Street	A1-705423 (Mech. Vent.)	90.00
Chicago Boys Club 4835 North Sheridan Road	D1-421103 (Sign)	16.00
Concordia-After School 3855 North Seeley Avenue	B4-500679 (Bldg. Insp.)	23.00
Danube Swabians, Incorporated 4217 North Lincoln Avenue	B1-716377 (Bldg. Insp.)	34.50
Evangelical Lutheran Church 3900 West Hirsch Street	Pl-600917 (Fuel Burn. Equip.)	51.00
Lutheran School of Theology 1100 East 55th Street	B1-710202	57.50
	B1-711506	46.00
	B1-710454 (Bldg. Insp.)	46.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Little Sisters of the Poor 2300 North Racine Avenue	B1-716811 (Bldg.)	\$34.50
Lutheran Day Nursery of Chicago 802 North Fairfield Avenue	A1-60159 (Elev.)	30.00
Medinah Temple 26 East Ohio Street	D3-787078 (Sign Maint.)	275.00
Northwestern Memorial Hospital 514 West 36th Street	A1-610573 (Elev.)	30.00
Our Lady of Good Counsel 3528 South Hermitage Avenue	B1-511823	23.00
	B1-613198 (Bldg.)	23.00
Parents for Good Learning, Incorporated, Day Care Center 5300 South South Shore Drive	F4-616894 (Mech. Vent.)	19.00
Saint Catherine of Genoa Church 640 West 18th Street	B1-620014 (Bldg.)	23.00
Saint Mel-Holy Ghost Church 22 North Kildare Avenue	A1-414225	30.00
	A1-505223	30.00
	A1-512920 (Elev.)	30.00
Saint Mary's Church 21 East Van Buren Street	A1-506649	60.00
	A1-512243	60.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Saint Mary of Nazareth Hospital 2233 West Division Street	No. 3 (Internal)	\$30.00
	P1-703009 (Fuel Burn. Equip.)	887.00
University of Illinois (sundry locations)	B1-601238	34.50
	B1-602853	23.00
	B1-604092	57.50
	B1-605891 (Bldg.)	138.00
	B4-600258	133.00
	B4-600259	34.00
	B4-600260	34.00
	B4-600300	103.50
	B4-600331	34.50
	B4-600332	69.00
	B4-600335	46.00
	B4-600406	46.00
	B4-600407	103.50
	B4-600408	34.50
B4-600409	80.50	
B4-600481	57.50	

9/23/87

REPORTS OF COMMITTEES

3917

Name And Address	Warrant No. And Type Of Inspection	Amount
	B4-600539	\$23.00
	B4-600540	23.00
	B4-600541	23.00
	B4-600542	23.00
	B4-600543	23.00
	B4-600544	23.00
	B4-600479	57.50
	B4-600480	34.50
	B4-600490	23.00
	B4-600491	23.00
	B4-600492	23.00
	B4-600493	23.00
	B4-600494	23.00
	B4-600495	23.00
	B4-600497	207.00
	B4-600510	23.00
	B4-600511	126.50
	B4-600512	23.00
	B4-600513 (Inst.)	92.00.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY  
LIGHT AT 8719 SOUTH HARPER AVENUE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order 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 8719 South Harper Avenue.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL LICENSE  
FEE FOR SPECIAL POLICE EMPLOYED AT  
GOODWILL INDUSTRIES.

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

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of Chicago, the following charitable institution employs one special police and shall pay a fee of \$10.00 per license for the year 1987:

Goodwill Industries  
2540 West Polk Street.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL  
AND NURSING SERVICES RENDERED CERTAIN INJURED  
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said order as passed:

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

[Regular orders printed on pages 3922 through  
3924 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 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 of 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 3925 of this Journal.]

---

*Placed On File*-- REPORT OF SETTLEMENT OF SUITS AGAINST  
CITY DURING MONTH OF JUNE, 1987.

The Committee on Finance submitted a report recommending that the City Council place on file a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of June, 1987.

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said communication and report were *Placed on File*.

*Place On File* -- APPLICATIONS FOR CITY OF CHICAGO  
CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted a report recommending that the City Council place on file four applications for City of Chicago charitable solicitation (tag day) permits for the following organizations:

Good Shepherd Parish Metropolitan Community Church, September 26 and 27, 1987 (citywide);

The True Temple of Solomon, October 1 and 2, 1987 (citywide);

Girl Scouts of Chicago, May 6 and 7, 1988 (citywide);

Mark Mortensen Foundation, May 13 and 14, 1988 (citywide).

On motion of Alderman T. Evans, the committee's recommendation was *Concurred In* and said applications and report were *Placed on File*.

---

*Action Deferred* -- APPROVAL OF SITE DESIGNATIONS FOR  
ACQUISITION OF BUILDINGS TO BE OPERATED  
BY BOARD OF TRUSTEES OF COMMUNITY  
COLLEGE DISTRICT NUMBER 508.

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

CHICAGO, September 22, 1987.

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

Your Committee on Finance, having had under consideration a communication from the Office of the Mayor transmitting a proposed ordinance authorizing the approval of site designations for the acquisition of buildings to be operated by the Board of Trustees of Community College District No. 508 pursuant to the Public Building Commission Act having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

(Continued on page 3926)



CITY OF CHICAGO  
CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/23/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AMARI JR	POLICE OFFICER	ELEVENTH DISTRICT	3/15/86	1120.00
ANDREWS	POLICE OFFICER	INTERSECTION CONTROL UNIT	7/11/86	746.00
AUGUST	POLICE OFFICER	FIFTH DISTRICT	3/30/86	122.00
BANASZKIEWICZ	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/87	800.00
BROGI	POLICE OFFICER	EIGHTEENTH DISTRICT	11/29/86	9605.54
BUDAY	POLICE OFFICER	ELEVENTH DISTRICT	11/02/86	165.00
BYRD	POLICE OFFICER	FIFTH DISTRICT	6/03/87	324.10
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	6/11/87	259.12
CAFETILLO	POLICE OFFICER	FOURTEENTH DISTRICT	6/17/87	346.00
CERVEN	POLICE OFFICER	ELEVENTH DISTRICT	6/28/87	117.00
CLOTUSZYNSKI	POLICE OFFICER	SECOND DISTRICT	4/01/87	241.00
CONKLIN	POLICE OFFICER	FIFTEENTH DISTRICT	3/19/87	40.00
COPELAND	POLICE OFFICER	SEVENTH DISTRICT	6/05/87	150.00
COSTELLO	POLICE OFFICER	FIFTH DISTRICT	6/27/87	184.00
CROSS	POLICE OFFICER	RECRUIT TRAINING	6/01/87	382.00
CRUZ	POLICE OFFICER	ELEVENTH DISTRICT	12/03/86	289.00
DANIELS	POLICE OFFICER	SIXTEENTH DISTRICT	4/30/86	168.75
DOMBROWSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/30/87	75.05
DOWNS	POLICE OFFICER	FIFTH DISTRICT	6/15/87	159.07
DOYAL	POLICE OFFICER	SEVENTH DISTRICT	6/29/87	202.50
DUBIEL	POLICE OFFICER	RECRUIT TRAINING	6/25/87	78.50
DUBLINSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/19/87	58.00
DUNN	POLICE OFFICER	SIXTEENTH DISTRICT	6/28/87	249.50
EAGLIN	POLICE OFFICER	THIRD DISTRICT	4/10/86	225.00
BASS	POLICE OFFICER	RECRUIT TRAINING	1/16/87	280.00
GIAMARUSTI	POLICE OFFICER	SEVENTEENTH DISTRICT	6/09/87	515.00
GIBBONS	POLICE OFFICER	FIFTH DISTRICT	6/08/87	155.00
GIBSON	POLICE OFFICER	SEVENTH DISTRICT	5/02/87	174.00
GILES	POLICE OFFICER	SEVENTH DISTRICT	6/26/87	352.50
GONZALES	POLICE OFFICER	ELEVENTH DISTRICT	6/11/87	516.50
HARRIS	POLICE OFFICER	SECOND DISTRICT	8/25/84	39.00
HOLMAN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/27/87	407.50
KAHN	POLICE OFFICER	SEVENTEENTH DISTRICT	5/26/87	105.00
KENEIPP	POLICE OFFICER	EIGHTH DISTRICT	3/06/87	1536.00
KERETA	POLICE OFFICER	FOURTEENTH DISTRICT	12/20/85	416.00
LAFTERKE	POLICE OFFICER	FOURTEENTH DISTRICT	4/25/87	83.00
LEADER	POLICE OFFICER	RECRUIT TRAINING	2/06/87	999.80
LUNT	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	3/18/87	11.00
MAURER	POLICE OFFICER	EIGHTEENTH DISTRICT	1/24/87	40.00
MULLIGAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/06/87	52.00
MYKOWSKI	POLICE OFFICER	THIRD DISTRICT	4/09/87	185.00
OSHEA	POLICE OFFICER	FOURTEENTH DISTRICT	5/19/87	71.00
FARKER	POLICE OFFICER	SECOND DISTRICT	5/21/87	87.00
SPENCER	POLICE OFFICER	GOVERNMENT SECURITY DETAIL	3/11/87	195.00
STARFIELD	POLICE OFFICER	ELEVENTH DISTRICT	5/28/87	197.70
STEEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/08/87	40.00
STEWART	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/27/87	224.50
SWISTOWICZ	POLICE OFFICER	TENTH DISTRICT	5/22/87	147.00
TAGLIERE	POLICE OFFICER	THIRTEENTH DISTRICT	3/19/87	263.00

CITY OF CHICAGO  
CITY COUNCIL ORDERS  
COUNCIL MEETING OF 9/23/87  
REGULAR ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
TANDYK	POLICE OFFICER	RECRUIT TRAINING	5/02/87	238.00
VANEK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/12/87	597.75
VIGGIANO	POLICE OFFICER	FIFTEENTH DISTRICT	5/07/87	104.00
WALLER	POLICE OFFICER	RECRUIT TRAINING	5/01/87	100.50
WATT	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	5/29/87	50.00
WILLIAMS	POLICE OFFICER	SEVENTH DISTRICT	1/17/87	3.70
WOODS	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/04/87	323.00
YANEZ	POLICE OFFICER	FIFTH DISTRICT	5/23/87	144.72
ZALALIS	POLICE OFFICER	ELEVENTH DISTRICT	5/29/87	78.00
BANGS	FIREFIGHTER	FOURTH DISTRICT	5/02/87	94.00
BELL	FIREFIGHTER	TRUCK 54	1/05/87	38.00
BIRD	FIREFIGHTER	TRUCK 51	5/08/75	28.00
BOIN	CAPTAIN	TRUCK 21	7/17/87	191.75
BOYER	LIEUTENANT	TRUCK 38	7/15/87	104.98
BUKOWIECZ	FIREFIGHTER	ENGINE COMPANY 93	12/27/86	219.72
BURFORD	FIREFIGHTER	ENGINE COMPANY 74	1/18/87	32.00
BURNS JR	ENGINEER	DISTRICT RELIEF 3	9/12/84	45.80
CECICH	CAPTAIN	SQUAD 2	8/29/86	1150.00
CHRISTIAN	PARAMEDIC	AMBULANCE 8	3/13/87	256.00
CLIFF	FIREFIGHTER	ENGINE COMPANY 63	1/26/87	49.00
CONKINIAS	LIEUTENANT	TRUCK 31	9/25/83	7068.12
COLLINS	FIREFIGHTER	TRUCK 9	6/18/87	834.23
CUNNINGHAM	FIREFIGHTER	SQUAD 1	6/04/87	155.00
CUNNINGHAM	CAPTAIN	ENGINE COMPANY 49	3/08/87	151.00
DANIELS	LIEUTENANT	TRUCK 44	6/26/87	301.00
DELRACRUZ	ENGINEER	ENGINE COMPANY 121	8/10/86	2012.78
DISILVESTRO	PARAMEDIC	ENS DISTRICT 4 HEADQUARTERS &	7/15/87	37.00
DOTY	PARAMEDIC	DISTRICT RELIEF 2	11/28/85	190.00
DOWNES	PARAMEDIC	AMBULANCE 22	4/13/87	382.08
DUKE	PARAMEDIC	AMBULANCE 14	6/22/87	172.00
DZIEDZIC	PARAMEDIC	DISTRICT RELIEF 4	6/25/87	62.00
FARYAN	FIREFIGHTER	ENGINE COMPANY 78	10/06/86	40.00
FUSS	FIREFIGHTER	ENGINE COMPANY 8	5/20/87	120.00
HOUJIHAN	CAPTAIN	ENGINE COMPANY 96	7/09/87	198.00
HYNES	CAPTAIN	TRUCK 36	4/24/87	160.00
KEATING	PARAMEDIC	BATTALION 22	6/29/87	150.30
KING	FIREFIGHTER	ENS DISTRICT 2 HEADQUARTERS &	5/07/86	155.25
KOSTOLANSKY	POLICE OFFICER	BATTALION 21	12/20/86	488.50
LAMPHER	FIREFIGHTER	ENGINE COMPANY 113	5/16/87	28.00
MCCARDLE	LIEUTENANT	DISTRICT RELIEF 6	2/19/87	218.00
MCMAHON	FIREFIGHTER	ENGINE COMPANY 64	8/29/86	8936.00
FLUTA	FIREFIGHTER	ENGINE COMPANY 127	10/26/86	979.00
SEAY	ENGINEER	ENGINE COMPANY 109	1/28/87	377.00
SULLIVAN	PARAMEDIC	DISTRICT RELIEF 4	7/01/87	273.00
TULLY JR	FIREFIGHTER	ENGINE COMPANY 96	6/11/87	442.00
	PARAMEDIC	DISTRICT RELIEF 4	7/01/87	559.36
	PARAMEDIC	ENGINE COMPANY 72	6/11/87	268.60
	PARAMEDIC	TRUCK 1	7/01/87	2743.01
	PARAMEDIC	AMBULANCE 16	3/21/86	60.00
	PARAMEDIC	AMBULANCE 16	7/08/87	60.00

CITY OF CHICAGO  
 CITY COUNCIL ORDERS  
 COUNCIL MEETING OF 9/23/87

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TUMFICH	CAPTAIN	BATTALION 23	11/13/86	1522.34

CITY OF CHICAGO  
 CITY COUNCIL ORDERS  
 COUNCIL MEETING OF 9/23/87  
 THIRD PARTY ORDERS

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
MCCAFFEY	POLICE OFFICER	SIXTEENTH DISTRICT	4/20/86	8642.55
SCHWAB	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/29/87	514.00

(Continued from page 3921)

Respectfully submitted,  
(Signed) TIMOTHY C. EVANS,  
*Chairman.*

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

WHEREAS, The Legislature of the State of Illinois found and declared it to be necessary and desirable to make possible the acquisition, construction or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

WHEREAS, The Public Building Commission Act of the State of Illinois approved July 5, 1955, as amended, provides a means for funding and constructing buildings, improvements and facilities required by local public bodies in rendering essential governmental services; and

WHEREAS, Pursuant to said Act, the City Council of the City of Chicago, on March 28, 1956, by ordinance, created the Public Building Commission of Chicago to assist in the funding and construction of public improvements; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, by resolution adopted August 4, 1987, requested that the Public Building Commission of Chicago undertake a capital improvement program to include acquiring, constructing, improving, equipping and renovating sundry buildings and facilities, affording essential governmental services to the citizens of Chicago, to be operated by the Board of Trustees; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, has agreed to enter into a net lease or leases, non-cancellable in any event with the Public Building Commission of Chicago, under the terms of which the Board of Trustees of Community College District No. 508 will be required to pay such amount or amounts of rent as will be sufficient to amortize all principal and interest on revenue bonds to be issued by the Public Building Commission of Chicago in connection with financing the aforesaid capital improvement program; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, will convey or reconvey the property included within the capital improvement program to the Public Building Commission of Chicago, a municipal corporation, provided, however, that the property on which the buildings and facilities are located, together with all structures, fixtures and improvements thereon, will be conveyed or reconveyed by the Public Building Commission to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at such time as all principal and interest on the revenue bonds issued by the Commission in connection with the capital improvement program, and the accrued and unpaid expenses of the Commission with respect to such program, have been paid in full; and

WHEREAS, The Public Building Commission of Chicago, pursuant to the provisions of the Public Building Commission Act, has selected, located and designated the sites described on Exhibit A hereof, lying wholly within the territorial limits of the City of Chicago, for acquisition, construction, improvement and renovation on behalf of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and

WHEREAS, Said sites are conveniently located and of an area in size sufficient to accomplish and effectuate the aforesaid purpose and to provide for proper architectural setting and adequate landscaping for such buildings and facilities; and

WHEREAS, The Public Building Commission of Chicago has requested, pursuant to the requirements of Section 14 of the Public Building Commission Act, that the City Council of the City of Chicago approve said sites so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the sites legally described on Exhibit A attached hereto and incorporated herein by reference, heretofore selected, located and designated by the Public Building Commission of Chicago, for acquiring, constructing, renovating and equipping buildings and facilities pursuant to the capital improvement program of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.

SECTION 2. This ordinance shall be effective immediately upon the passage thereof.

Exhibit A attached to this ordinance reads as follows:

*Exhibit "A".*

- 1) Wright College  
3400 N. Austin Ave.  
Chicago, Illinois 60634

Lots 1 to 40, inclusive, in Block 6 and Lots 1 to 40, inclusive, in Block 7 in Austin Gardens being a subdivision of the East 20 acres of the North 1/2 of the South West Quarter and the North 1/2 of the West 1/2 of the West 1/2 of the South East Quarter in Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, including streets and alleys accruing thereto, in Cook County, Illinois.

- 2) Kennedy-King College  
6800 S. Wentworth Ave.  
Chicago, Illinois 60621

Parcel 1

Lots 1 to 12, both inclusive, in Block 1, Lot 18 in Block 2, Lots 1 to 11, both inclusive, in Block 3 and Lots 1 to 12, both inclusive, in Block 4, in Normal School Subdivision of the West 1/2 of the South East 1/4 of Section 21, Range 38 North, Township 14, East of the Third Principal Meridian, together with all that part of Yale Avenue (part of which has been vacated and part of which has been closed to vehicular traffic) lying between the North line of Block 1 aforesaid extended and the South lines of Blocks 3 and 4 aforesaid extended, also all that part of vacated 68th Street lying between the East and West lines of Blocks 1 and 4 aforesaid extended, also all that part of Normal Parkway (closed to vehicular traffic) lying between the Northwesterly lines of Lot 18 in Block 2 aforesaid and Lot 1 in Block 3 aforesaid extended and lying West of the East lines of Lot 18 in Block 2 aforesaid and Lot 1 in Block 3 aforesaid extended, in Cook County, Illinois.

Parcel 2

Lots 1 to 14, both inclusive, in Eva R. Perry's Resubdivision of the West 1/3 of Lot 1 in E. D. Taylor's Subdivision of the East 1/2 of the South East 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian;

also

Lots 13 to 24, both inclusive, in Eva R. Perry's Second Subdivision of part of E. D. Taylor's Subdivision aforesaid;

also

All that part of vacated 68th Street lying East of the West lines of Lot 13 in Eva R. Perry's Resubdivision aforesaid and Lot 24 in Eva R. Perry's Second Subdivision aforesaid extended and lying West of the East lines of Lot 14 in Eva R. Perry's Resubdivision aforesaid and Lot 24 in Eva R. Perry's Second Subdivision aforesaid extended, in Cook County, Illinois.

Parcel 3

A permanent easement of air rights over three places spanning Wentworth Avenue between Marquette Road and West 69th Street, legally described as:

Unit 1

The North 128 feet of that part of the South East 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, bounded on the East by a line which is 6.50 feet East of and parallel with the West line of Block 3 in Eva R. Perry's Second Subdivision of E. D. Taylor's Subdivision of the East 1/2 of the South East 1/4 of said Section, bounded on the West by a line which is 6.50 feet West of and parallel with the East line of Block 4 in Normal School Subdivision of the West 1/2 of the South East 1/4 of said Section, bounded on the North by a line drawn perpendicularly to the said East line of Block 4, through a point on said East line of Block 4, which is 231 feet North of the South East corner thereof, lying above a horizontal plane whose elevation is 34.4166 feet above Chicago City Datum, and lying below a horizontal plane whose elevation is 62.5833 feet above Chicago City Datum, all in Cook County, Illinois.

## Unit 2

The North 128 feet of that part of the South East 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, bounded on the East by a line which is 6.50 feet East of and parallel with the West line of Block 3 in Eva R. Perry's Second Subdivision of E. D. Taylor's Subdivision of the East 1/2 of the South East 1/4 of said Section, bounded on the West by a line which is 6.50 feet West of and parallel with the East line of Block 4 in Normal School Subdivision of the West 1/2 of the South East 1/4 of said Section, bounded on the North by a line drawn perpendicularly to the said East line of Block 4, through a point on said East line of Block 4 which is 576.50 feet North of the South East corner thereof, lying above a horizontal plane whose elevation is 34.4166 feet above Chicago City Datum, and lying below a horizontal plane whose elevation is 62.5833 feet above Chicago City Datum, all in Cook County, Illinois.

## Unit 3

The North 128 feet of that part of that South East 1/4 of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, bounded on the East by a line which is 6.50 feet East of and parallel with the West line of Lots 1 to 13 in Eva R. Perry's Resubdivision of the West 1/3 of Lot 1 of E. D. Taylor's Subdivision of the East 1/2 of the South East 1/4 of said Section, bounded on the West by a line which is 6.50 feet West of and parallel with the East line of Block 1 in Normal School Subdivision of the West 1/2 of the South East 1/4 of said Section, bounded on the North by a line drawn perpendicularly to the said East line of Block 1, through a point on East line of said Block 1, which is 886 feet North of the South East corner of Block 4 in said Normal School Subdivision, lying above a horizontal plane whose elevation is 62.5833 feet above Chicago City Datum, all in Cook County, Illinois; for the purpose of building classroom and laboratory facilities in connection with the development of Kennedy King College, and said structures being permanently built over Wentworth Avenue at a height of approximately 16 feet 4 inches above the street level, all as contained in a certain grant of easement dated July 21, 1970 from the City of Chicago to the Board of Trustees of Junior College District No. 508, County of Cook and State of Illinois, and recorded on August 3, 1970 as Document No. 21226232, in Cook County, Illinois.

- 3) Malcolm X College  
1900 W. Van Buren St.  
Chicago, Illinois 60612

Lot 5 (except the East 1 foot) and all of Lots 6, 7, 8, 9, 10 and 11 in Block 9 in Ashlands Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter in Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 1, 2, 3, 4, 5 and 6 in Assessors Division of Lots 12 to 16 inclusive of Block 9 of Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East 1/4 in Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.



Lots 17, 18, 19 and 20 the West 21 feet of Lot 21 and all of Lots 25, 26, 27, 28, 29, 30 and 31 in Block 9 of Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East 1/4 in Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

All that part of S. Honore Street lying West of the West line of Lots 1 to 6, both inclusive, in

Assessor's Division of Lots 12 to 16, inclusive in Block 9 in Ashland's Second Addition to Chicago being a Subdivision of the West 1/2 of the North East 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian:

lying West of the West line of Lot 17 in Block 9 in Ashland's Second Addition to Chicago aforementioned; lying West of a line drawn from the South West corner of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned to the North West corner of Lot 17 in Ashland's Second Addition aforementioned; lying East of the East line of Lots 27 to 32, both inclusive, and lying East of a line drawn from the North East corner of Lot 27 to the South East corner of Lot 28 in Block 10 in Ashland's Second Addition aforementioned; lying South of a line drawn from the North West corner of Lot 1 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned to the North East corner of Lot 32 in Block 10 in Ashland's Second Addition aforementioned; lying North of a line drawn from the South West corner of Lot 17 in Block 9 to the South East corner of Lot 27 in Block 10 all in Ashland's Second Addition aforementioned;

also

all that part of S. Wolcott Avenue lying West of the West line of Lots 12 to 17, both inclusive, and lying West of a line drawn from the South West corner of Lot 16 to the North West corner of Lot 17 all in Block 10 in Ashland's Second Addition aforementioned; lying East of the East line of Lots 27 to 32, both inclusive, in Block 11 in

Balestier's Subdivision of Block 11, part of Blocks 14 and 18, the East 1/2 of Blocks 19 and 22 and all of Block 23 in Ashland's Second Addition aforementioned;

and lying East of a line drawn from the North East corner Lot 27 to the South East corner of Lot 28 in Block 11 in Balestier's Subdivision aforementioned; lying South of a line drawn from the North West corner of Lot 12 in Block 10 in Ashland's Second Addition aforementioned, to the North East corner of Lot 32 in Block 11 in Balestier's Subdivision aforementioned; lying North of a line drawn from the South West corner of Lot 17 in Block 10 in Ashland's Second Addition aforementioned, to the South East corner of Lot 27 in Block 11 in Balestier's Subdivision aforementioned;

also

all that part of S. Winchester Avenue lying West of the West line of Lots 12 to 17, both inclusive, and lying West of a line drawn from the South West corner of Lot 16 to the North West corner of Lot 17, in Block 11 in Balestier's Subdivision aforementioned; lying East of the East line of Lots 27 to 32, both inclusive, and lying East of a line drawn from the North East corner of Lot 27 to the South East corner of Lot 28 all in Block 12 in Ashland's Second

Addition aforementioned; lying South of a line drawn from the North West corner of Lot 12 in Block 11 in Balestier's Subdivision aforementioned, to the North East corner of Lot 32 in Block 12 in Ashland's Second Addition aforementioned; lying North of a line drawn from the South West corner of Lot 17 in Block 11 in Balestier's Subdivision aforementioned to the South East corner of Lot 27 in Block 12 in Ashland's Second Addition aforementioned;

also

all that part of the East-West 12-foot public alley lying South of the South line of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned, lying North of the North line of Lots 17 to 21, both inclusive, in Block 9 in Ashland's Second Addition aforementioned; lying West of the northwardly extension of the East line of the West 22 feet of Lot 21 in Block 9 in Ashland's Second Addition aforementioned, lying East of a line drawn from the South West corner of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, aforementioned to the North West corner of Lot 17 in Block 9 in Ashland's Second Addition aforementioned;

also

all of the North-South 16-foot public alley lying East of the East line of Lots 12 to 16, both inclusive, lying West of the West line of Lots 28 to 32, both inclusive; lying South of a line drawn from the North East corner of Lot 12 to the North West corner of Lot 32; and lying North of a line drawn from the South West corner of Lot 28 to the South East corner of Lot 16 all in Block 10 in Ashland's Second Addition aforementioned;

also

all of the East-West 12-foot public alley lying North of the North line of Lots 17 to 27, both inclusive; lying South of the South line of Lots 16 and 28, and lying South of a line drawn from the South East corner of Lot 16 to the South West corner of Lot 28; lying East of a line drawn from the South West corner of Lot 16 to the North West corner of Lot 17; and lying West of a line drawn from the North East corner of Lot 27 to the South East corner of Lot 28, all in Block 10 in Ashland's Second Addition aforementioned;

also

all of the East-West 16-foot public alley lying South of the South line of Lots 1 to 11, both inclusive; lying North of the North line of Lots 12 and 32, and lying North of a line drawn from the North East corner of Lot 12 to the North West corner of Lot 32; lying West of a line drawn from the South East corner of Lot 1 to the North East corner of Lot 32; and lying East of a line drawn from the South West corner of Lot 11 to the North West corner of Lot 12 all in Block 11 in Balestier's Subdivision aforementioned;

also

all of the North-South 16-foot public alley lying East of the East line of Lots 12 to 16, both inclusive; lying West of the West line of Lots 28 to 32, both inclusive; lying South of a line

drawn from the North East corner of Lot 12 to the North West corner of Lot 32; and lying North of a line drawn from the South East corner of Lot 16 to the South West corner of Lot 28, all in Block 11 in Balestier's Subdivision aforementioned;

also

all of the East-West 16-foot public alley lying South of the South line of Lots 16 and 28, and lying South of line drawn from the South East corner of Lot 16 to the South West corner of Lot 28; lying North of the North line of Lots 17 to 27, both inclusive; lying East of a line drawn from the South West corner of Lot 16 to the North West corner of Lot 17; and lying West of a line drawn from the North East corner of Lot 27 to the South East corner of Lot 28, all in Block 11 in Balestier's Subdivision aforementioned;

also

all that part of the East-West 12-foot public alley lying South of the South line of Lot 5 in Subdivision of Lots 10 and 11 of Block 12 in Ashland's Second Addition aforementioned; lying South of the South line of Lots 1 to 5, both inclusive; in Jacob Kramer's Subdivision of Lots 6, 7, 8 and 9 in Block 12 in Ashland's Second Addition aforementioned; lying South of the South line of Lots 4 and 5 in Block 12 in Ashland's Second Addition aforementioned; lying North of the North line of Lots 12 and 32 in Block 12 in Ashland's Second Addition aforementioned; and lying North of a line drawn from the North East corner of Lot 12 to the North West corner of Lot 32 in Block 12 in Ashland's Second Addition aforementioned; lying East of a line drawn from the South West corner of Lot 5 in Subdivision of Lots 10 and 11 of Block 12 aforementioned; to the North West corner of Lot 12 in Block 12 in Ashland's Second Addition aforementioned; and lying West of the southwardly extension of the East line of Lot 4 in Block 12 in Ashland's Second Addition aforementioned;

also

all of the North-South 16-foot public alley lying East of the East line of Lots 12 to 16, both inclusive; lying West of the West line of Lots 28 to 32, both inclusive; lying South of a line drawn from the North East corner of Lot 12 to the North West corner of Lot 32; and lying North of a line drawn from the South East corner of Lot 16 to the South West corner of Lot 28 all in Block 12 in Ashland's Second Addition aforementioned;

also

all of the East-West 12-foot public alley lying South of the South line of Lots 16 and 28; and lying South of a line drawn from the South East Corner of Lot 16 to the South West Corner of Lot 28; lying North of the North line of Lots 17 to 27, both inclusive; lying East of a line drawn from the South West Corner of Lot 16 to the North West Corner of Lot 17; and lying West of a line drawn from the North East Corner of Lot 27 to the Southeast Corner of Lot 28, all in Block 12 in Ashland's Second Addition aforementioned; said part of public street, public alleys, and part of public alleys herein vacated being further described as that part of S. Winchester Avenue, S. Wolcott Avenue, and S. Honore Street lying between W. Jackson Boulevard and the first East-West public alley South of W. Adams Street; also all of the first East-West 12-foot public alley north of W. Jackson Boulevard, all of the North-

South 16-foot public alley, and the West 194.67 feet, more or less, of the first East-West 16-foot public alley South of W. Adams Street in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Damen and S. Winchester Avenue; also all of the public alleys in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Winchester Avenue, S. Wolcott Avenue; also all of the first East-West 12-foot public alley North of W. Jackson Boulevard and all the North-South 16-foot public alley in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Wolcott Avenue and S. Honore Street; also the West 120.0 feet of the first East-West 12-foot public alley North of W. Jackson Boulevard in the block bounded by W. Adams Street, W. Jackson Boulevard, S. Honore Street, and S. Wood Street, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed; inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

Lots 1, 2, 3, 4 and 5 in the Subdivision of Lots 10 and 11 of Block 12 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 1, 2, 3, 4 and 5 in Jacob Kramer's Subdivision of Lots 6 to 9 in Block 12 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 4, 5, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block 12 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Lots 1 to 32 in Balestiers Subdivision of Block 11 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

The South 22.5 Feet of Lots 1, 2 and 3 and the East 2 Feet of Lot 4 and all of Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block 10 in Ashland's Second Addition to Chicago, a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

#### Parcel One

Blocks 13, 14, 15 and 16, together with all of the vacated alleys in each of said blocks, and all of vacated S. Winchester Avenue, S. Wolcott Avenue, and S. Honore Street, lying between said blocks, all in Ashland's Second Addition being a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois,

#### Parcel Two

Lots 19, 20 and 21 in Block 12, in Ashland's 2nd Addition, being a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Legal Description:

All of the 16-foot alley in Block 12 and all of the 12-foot alley in Block 12 (except that part of the said 12-foot alley abutting the southerly line of Lots 1 to 3, inclusive).

And also, all of Winchester Avenue 66-foot right of way (except that part of said 66-foot right of way lying northerly of the North line of Lot 32 in said Block 12 and Lot 12, Block 11 extended easterly and westerly) between said Blocks 11 and 12.

And also all of the 16-foot and 12-foot alleys in said Block 11.

And also all of Wolcott Avenue 66-foot right of way (except that part of said 66-foot right of way lying northerly of the North line of Lot 32 in said Block 11 and Lot 12, Block 10, extended easterly and westerly) between said Blocks 10 and 11.

And also all of the 16-foot alley in said Block 10 and all of the 12-foot alley in said Block 10 (except that part of said 12-foot alley abutting the South line of Lots 1 to 11, inclusive).

And also all of Honore Street 66-foot right of way (except that part of said 66-foot right of way lying northerly of the North line of Lot 32 in said Block 10 and Lot 1 in Block 9, extended easterly and westerly) between said Blocks 9 and 10.

And also that part of the 12-foot alley abutting the South line of Lot 6 in Assessor's Division of Lots 12 to 16, inclusive, of said Block 9.

All of Ashland's Second Addition, being a Subdivision of the West 1/2 of the North East Quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

- 4) West Side Learning Center  
4624 West Madison Street  
Chicago, Illinois 60644

Parcel 1:

Lots 2 to 10 both inclusive, Lot 39 (except the west 16-feet thereof), and Lots 40 to 47 both inclusive, in Block 39 in West Chicago Land Company's Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian.

Parcel 2:

The vacated alley lying South of Lots 2 to 9 both inclusive and lying North of Lots 40 to 47 both inclusive all in Block 39 in West Chicago Land Company's Subdivision aforesaid in Cook County, Illinois.

- 5) Truman College  
1145 West Wilson Avenue  
Chicago, Illinois 60640

Parcel 1:

Lots 300 to 321, both inclusive, and Lots 264 and 265, all in William Deering Surrenden Subdivision in the West 1/2 of the North East Quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian;

also

Parcel 2

Lots 1 to 8, both inclusive, in the Subdivision of Lots 266 to 273, both inclusive, and Lots 1, 2, 3 and 4 in the Subdivision of Lots 274 and 275 and the vacated street lying between said Lots, also Lots 276 to 283, both inclusive, in said William Deering Surrenden Subdivision in the West 1/2 of the North East Quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian;

also

Parcel 3'

That part of N. Clifton Avenue lying East of and adjoining the Easterly line of Lots 300 to 309, both inclusive, and the Easterly line of said Lot 309 produced South Easterly to the North East corner of said Lot 308 in the William Deering Surrenden Subdivision in the West 1/2 of the North East Quarter of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of and adjoining the Westerly line of Lot 265 in the William Deering Surrenden Subdivision aforementioned and lying West of the Westerly line of Lots 1 to 8, both inclusive, in Subdivision of Lots 266 to 273, both inclusive, Lots 1, 2, 3 and 4 in Subdivision of Lots 274 and 275 and the vacated street lying between said lots, also Lots 276 to 283, both inclusive, all in the William Deering Surrenden Subdivision aforementioned, and lying North of the South line of Lot 300 in the William Deering Surrenden Subdivision aforementioned, produced East to the West line of Lot 8 in Subdivision of Lots 266 to 273 both inclusive, aforementioned; also all of the East-West 16-foot public alley lying South of and adjoining the South line of Lots 309 to 312, both inclusive, lying North of and adjoining the North line of Lot 308 and Lot 313, and the North line of Lot 308 produced West to the North East corner of said Lot 313, all in the William Deering Surrenden Subdivision, aforementioned; and also all of the North Westerly-South Easterly 16-foot public alley lying West of and adjoining the Westerly line of Lots 300 to 308, both inclusive, lying East of and adjoining the Easterly line of Lots 313 to 312, both inclusive, in the William Deering Surrenden Subdivision aforementioned; said street being further described as all that part of N. Clifton Avenue lying between W. Wilson Avenue and the North line of W. Sunnyside Avenue produced East and the alleys being further described as all of the East-West 16-foot public alley and all of the North Westerly-South Easterly 16-foot public alley in the Block bounded by W. Wilson Avenue, W. Sunnyside Avenue, N. Racine Avenue and N. Clifton Avenue, as vacated by ordinance passed by the

City Council of the City of Chicago on October 24, 1973, a copy of which was recorded November 13, 1973 as document 22543088, in Cook County, Illinois.

- 6) Lakeview Learning Center  
3310 North Clark Street  
Chicago, Illinois 60657

Lots 8, 9, 10, 11, 12, 13 and 14 in Joseph E. Lockwood's Subdivision of Lot 5 with Sublot 7 in the Subdivision of Lot 6 in the Partition of the North 3/4 of the East 1/2 of the South East 1/4 of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, together with Lot 7 in Hubbard and LeMoynes's Subdivision of Lot 6 in said partition, in Cook County, Illinois.

- 7) West Side Technical Institute  
28th and Western Avenue  
Chicago, Illinois 60608

Lots 1 to 8, both inclusive, in Lawndale Industrial Park Subdivision of part of the East 1/2 of the South East 1/4 of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Lot 5 (except that part taken or used for Streets as set forth in Documents 5527491 and 22096791) in Sanitary District Trustee's Subdivision of right of way from North and South Centerline of Section 30, Township 39 North, Range 14, East of the Third Principal Meridian, to the West line of Section 7, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

- 8) Chicago Police Academy  
3640 South Normal Avenue  
Chicago, Illinois 60609

The South 350-feet North of W. 36th Street in Block 1 in B. Shurtleff's Subdivision of the North 1/2 of Lot 22 in Canal Trustee's Subdivision of Section 33, 39 North, Range 14, East of the Third Principal Meridian, excepting the West 125 feet thereof East of Parnell Avenue and excepting the East 33 feet thereof taken for Butler Street (now known as Normal Avenue) and also excepting the East 40 10/12-feet of the West 165 10/12-feet of the South 200-feet of that part of said block 1 lying East of Parnell Avenue and North of W. 36th Street, in Cook County, Illinois.

- 9) Humboldt Park Learning Center  
Kedzie and Division Streets  
Chicago, Illinois 60622

Lots 89 through 98, both inclusive, and Lots 99 through 107, both inclusive, in Block 8 in S. E. Gross' Fifth Humboldt Park Addition to Chicago, a subdivision of Blocks 5 and 8 and Lots 1 through 24, both inclusive, of Block 6 in Weage's Eberhardt and Bartlett's subdivision in the South East 1/4 of the North East 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

- 10) South Chicago Learning Center  
92nd and Houston Streets  
Chicago, Illinois 60617

Lots 1 through 12 inclusive and Lots 41-46 inclusive Block 85 of South Chicago, a subdivision by the Calumet and Chicago Canal & Dock Co., of the East 1/2 of the West 1/2 and parts of the East fractional 1/2 of the Fractional Section 6 North of the Indian Boundary Line, and that part of Fractional Section 6, South of the Indian Boundary Line, lying North of the Michigan Southern Railroad, and Fractional Section 5, North.

- 11) Loop College  
30 East Lake Street  
Chicago, Illinois 60601

Lots 20, 21, 22, 23 and 24 in Block 8 in Fort Dearborn Addition to Chicago, also Lots 1, 2 and 3 in Wadworth's and Keep's Subdivision of H. A. Keep's Subdivision of Lots 16, 17, 18 and 19 in Block 8 in said Fort Dearborn Addition to Chicago in the South West Fractional 1/4 of Section 10, all in Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

- 12) Central Administration and Chicago  
City-Wide College  
226 West Jackson Boulevard  
Chicago, Illinois 60606

Lots 23, 24, 25, 26, 27, 28, 29, 30, 31 and Lot 52 in the Subdivision of Block 92 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

- 13) Dawson Technical Institute  
3901 South State Street  
Chicago, Illinois 60609

A parcel of land described as follows:

Block bounded on the North by E. Pershing Road; on the East by S. Wabash Avenue; on the South by the most southerly line of the Chicago Transit Authority right of way; and on the West by S. State Street; and legally described as:

Lots 1 to 24, both inclusive, in Block 3 in Prior & Hopkin's Subdivision of the West 1/2 of the North West 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

---

**COMMITTEE ON AVIATION.**



APPLICATION TO FEDERAL AVIATION ADMINISTRATION FOR  
FEDERAL ASSISTANCE CONCERNING CAPITAL  
IMPROVEMENT PROJECTS AT CHICAGO  
MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Aviation, having had under consideration a proposed ordinance to file a grant application by the City of Chicago with the Federal Aviation Administration to execute capital improvement projects at Chicago Midway Airport (which was referred on September 9, 1987), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 5 members 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 Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval as to form and legality by the Corporation Counsel, an application for federal assistance, said application to be substantially in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program of an amount to \$1,095,162.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to accept for the City of Chicago and the Department of Aviation any grant offer and any subsequent grant amendments which the United States Federal Aviation Administration may authorize pursuant to said application and to execute any contract or other grant documents in connection with the receipt of such grant award.

SECTION 4. This ordinance shall become effective immediately upon its passage.

[Application printed on pages 3940 through  
3946 of this Journal.]

---

EXECUTION OF CARGO SITE LEASE AGREEMENT WITH FEDERAL  
EXPRESS CORPORATION AT CHICAGO O'HARE  
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the Department of Aviation to execute a cargo site lease agreement with Federal Express Corporation at O'Hare International Airport (which was referred on September 9, 1987), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 5 members 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 Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

(Continued on page 3947)



DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-10184

PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1.  
 Does this assistance request require State, local, regional, or other priority rating? \_\_\_\_\_ Yes  No  
 Name of Governing Body \_\_\_\_\_  
 Priority Rating \_\_\_\_\_

Item 2.  
 Does this assistance request require State, or local advisory, educational or health clearances? \_\_\_\_\_ Yes  No (Attach Documentation)  
 Name of Agency or Board \_\_\_\_\_

Item 3.  
 Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? (Attach Comments)  
 \_\_\_\_\_ Yes  No

Item 4.  
 Does this assistance request require State, local, regional or other planning approval? \_\_\_\_\_ Yes  No  
 Name of Approving Agency \_\_\_\_\_  
 Date \_\_\_\_\_

Item 5.  
 Is the proposed project covered by an approved comprehensive plan? \_\_\_\_\_ Yes  No  
 Check one: State   
 Local   
 Regional   
 Location of plan 20 North Clark - Suite 3000

Item 6.  
 Will the assistance requested serve a Federal installation? \_\_\_\_\_ Yes  No  
 Name of Federal Installation \_\_\_\_\_  
 Federal Population benefiting from Project \_\_\_\_\_

Item 7.  
 Will the assistance requested be on Federal land or installation? \_\_\_\_\_ Yes  No  
 Name of Federal Installation \_\_\_\_\_  
 Location of Federal Land \_\_\_\_\_  
 Percent of Project \_\_\_\_\_

Item 8.  
 Will the assistance requested have an impact or effect on the environment? \_\_\_\_\_ Yes  No  
 See instruction for additional information to be provided.

Item 9.  
 Will the assistance requested cause the displacement of individuals families, businesses, or farms? \_\_\_\_\_ Yes  No  
 Number of:  
 Individuals \_\_\_\_\_  
 Families \_\_\_\_\_  
 Businesses 1  
 Farms \_\_\_\_\_

Item 10.  
 Is there other related Federal assistance on this project previous, pending, or anticipated? \_\_\_\_\_ Yes  No  
 See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 30-20104

PART II - SECTION B

<p>11. SITES AND IMPROVEMENTS: <input checked="" type="checkbox"/> Not required, _____ Attached as exhibits</p> <p>Applicant intends to acquire the site through:</p> <p>_____ Eminent domain, _____ Negotiated purchase, _____ Other means (specify)</p>
<p>12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN:</p> <p><input checked="" type="checkbox"/> Applicant, _____ Agency or institution operating the facility, _____ Other (specify)</p>
<p>13. INDICATE WHETHER APPLICANT OPERATOR HAS:</p> <p><input checked="" type="checkbox"/> Fee simple title, _____ Leasehold interest, _____ Other (specify)</p>
<p>14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION:</p> <p>a. Length of lease or other estate interest _____, and number of years to run _____</p> <p>b. Is lease renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>c. Current appraised value of land \$ _____</p> <p>d. Annual rental rate \$ _____</p>
<p>15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT/OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID.</p>
<p>16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.</p>
<p>17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY.</p>
<p>18. ATTACH PLOT PLAN.</p>
<p>19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required, <input checked="" type="checkbox"/> Being prepared, _____ Attached as exhibits</p> <p>Percentage of completion of drawings and specifications at application date:</p> <p>Schematics _____ % Preliminary _____ % Final _____ %</p>
<p>20. TARGET DATES FOR:</p> <p>Bid Advertisement _____ Contract Award _____</p> <p>Construction Completion _____ Occupancy _____</p>
<p>21. DESCRIPTION OF FACILITY: <input checked="" type="checkbox"/> Not required _____ Attached as exhibits</p> <p>Drawings - Attach any drawings which will assist in describing the project.</p> <p>Specifications - Attach copies of completed outline specifications.</p> <p>(If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)</p>

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

## PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. **Compatible Land Use.**—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

N/A

2. **Defaults.**—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. **Possible Disabilities.**—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. **Land.**—(a) The Sponsor holds the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

*See Exhibit A - on file with F.A.A. will be updated after land acquisition is complete.*

---

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

## PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land\* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land\* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

---

\*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 92-00184

**PART III - BUDGET INFORMATION - CONSTRUCTION**

**SECTION A - GENERAL**

- 1. Federal Domestic Assistance Catalog No. ....
- 2. Functional or Other Breakout .....

**SECTION B - CALCULATION OF FEDERAL GRANT**

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			4,489,296.
4. Architectural engineering basic fees			
5. Other architectural engineering fees			
6. Project inspection fees DPW			357,000.
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			473,000.
11. Construction and project improvement			
12. Equipment			861,000.
13. Miscellaneous			
14. Total (Lines 1 through 13)			1,720,000.
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			7,500,296.
20. Federal Share requested of Line 19			5,925,222.
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			5,925,222.
23. Grantee share			1,095,162
24. Other shares			879,912.
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 7,900,296.



DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 20-PC-104

SECTION C - EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
26		
a.	\$	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$	\$
SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		\$
a. Securities		
b. Mortgages		
c. Appropriations (By Applicant)		1,095,162.
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain)		
h. TOTAL - Grantee share		
28. Other Shares		
a. State		879,912.
b. Other		
c. Total Other Shares		
29. TOTAL		\$ 1,975,074.
SECTION E - REMARKS		
PART IV PROGRAM NARRATIVE (Attach - See Instructions)		

(Continued from page 3939)

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Cargo Building Site Agreement with Federal Express Corporation, for premises at Chicago O'Hare International Airport, said agreement to be substantially in the following form:

*Cargo Building Site Lease.*

This Lease is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and Federal Express Corporation, a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Airline").

*Witnesseth:*

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, Airline is or wishes to become engaged in the business of air transportation of freight and cargo at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Airline such premises and facilities, and to grant to Airline such rights and privileges, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

*Article I.*

1.01 Lease of Premises. City hereby leases to Airline, and Airline hereby leases from City, the land depicted on Exhibit A hereto ("Demised Premises"), which consists of 1,516,403 square feet, together with the facilities, rights and privileges hereinafter

described. City shall use its best efforts to deliver possession of the Demised Premises to Airline no later than July 1, 1987. The date on which City actually delivers to Airline possession of the Demised Premises is referred to herein as the "Delivery Date."

1.02 Operation of Cargo Site. Airline or its sublessees or assigns is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of the business of air transportation of freight and cargo and such other uses as set forth below, including, without limitation, the following:

(a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property;

(b) the loading and unloading upon the Demised Premises of property, cargo and mail upon or from aircraft by such means as may be necessary or convenient;

(c) the loading, unloading and parking of automobiles and trucks relating to its freight and cargo operations;

(d) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, flight kitchens and the carrying on of activities reasonably necessary or convenient in connection with its freight and cargo operations;

(e) taxiing, parking, storing, maintaining, conditioning and repairing (to the extent such are considered routine ramp servicing) of aircraft and equipment including flight kitchen equipment;

(f) the handling of passengers in commercial or retail flights when traffic at the Airport prevents the handling of such passengers at a terminal pursuant to such terms and conditions as agreed between Airline and Commissioner. All passengers handled pursuant to this provision must be shuttled to a terminal area for processing. In no event shall this provision be interpreted as allowing retail passenger operations other than the incidental handling of passengers in irregular operation situations; and

(g) the receiving, dispatching, handling and storing of property for use by Airline in its operations at the Airport.

Nothing in this Lease shall be deemed to permit the conduct by Airline or its sublessees of any cargo and freight business other than the operation of an air transportation business, and such business shall not include the transportation of commercial or retail passengers to and from the Demised Premises except as provided above.

Airline may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation. The grant of such approval shall be in the discretion of the Commissioner of Aviation after due consideration of airline's request.

1.03 Ingress and Egress; Right to Connect Utilities. Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its or their employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its sublessees or assigns, its or their employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline or its sublessees or assigns, (iii) transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's or its sublessees or assigns' business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder or under the Airport Use Agreement. Notwithstanding the foregoing, nothing in this Section 1.03 shall be deemed to permit or preclude City from levying a passenger facility charge or other similar tax at the Airport. Nothing herein shall preclude Airline from contesting such charge or tax if enacted or promulgated by City. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Airline shall not block or otherwise obstruct common use taxilanes or access roads with aircraft or groundside vehicles, respectively, at any time nor in any manner which will impair or adversely affect any other airline tenant from using or operating on said taxilanes or access road areas.

#### 1.04 Sublease And Assignment Of Demised Premises.

(a) Airline may sublet or assign the Demised Premises, in whole or in part, to another person in the business of air transportation of freight and cargo or enter into freight handling agreements, subject, however, to each of the following conditions:

(i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of rent hereunder and for the payment, performance and observance of its other obligations and agreements herein provided unless said sublease or assignment involves all of the Demised Premises and such release of primary liability is approved by the City Council of City; and

(ii) Any sublease or assignment of the Demised Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. In no event shall approval of any sublease or assignment be deemed to

constitute a waiver or restriction on the right to disapprove or deny consent to any additional or subsequent sublease or assignment.

(b) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 1.04.

#### *Article II.*

2.01 Term. The term of this Lease shall be for a period of thirty-one (31) years commencing on \_\_\_\_\_, 19\_\_\_\_, and terminating on May 11, 2018, unless sooner terminated in accordance with the provisions set forth herein.

#### *Article III.*

##### 3.01 Rent.

(a) At such time and in such manner as set forth in subsection (b) Airline shall pay City rent:

\$ .45 per square foot per year for 1,516,403 square feet.

(b) Rent shall begin accruing hereunder on the earlier of (i) the date of substantial completion of the Improvements (as defined in Section 4.01 hereof) or (ii) June 1, 1991. From and after the time rent begins so accruing and continuing throughout the term of this lease, Airline shall pay City, not later than the first business day of each month, the rent as set forth above, for such month all such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

(c) Rent payable hereunder shall be increased, beginning on the January 1, following the second anniversary date of this Lease, and on each year thereafter, by multiplying such rent by a fraction, the numerator of which is the Producer Price Index/All Commodities ("P.P.I.") published by the United States Department of Labor, Bureau of Labor Statistics (1967=100) for such anniversary year and the denominator of which is the P.P.I. for the first year of this Lease. Each yearly period for which the P.P.I. is being recalculated hereunder is referred to herein as a "Recalculation Period." Rent, as so adjusted, shall be paid in the manner set forth in subparagraph (b) above.

If the manner in which the P.P.I. is determined by the Department of Labor is substantially revised, City shall adjust the revised index which would produce results equivalent, as nearly as possible, to those which would have been obtained if the method of determining the P.P.I. had not been revised. If the P.P.I. is discontinued or otherwise becomes unavailable to the public, City shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by

any other governmental agency or department, or if no such index is available, a comparable index published by a recognized financial institution, financial publication, or university.

3.02 Operation and Maintenance Expense. There is hereby created an Operation and Maintenance Fund to cover the costs and expenses incurred by the City in operating and maintaining the common areas of the Cargo Area. For purposes of this Section 3.02, "Cargo Area" shall mean the portion of the Airport defined as such on Exhibit E entitled Cargo Area Layout Plan attached hereto and herein incorporated.

Thirty (30) days prior to the first rental payment under Section 3.01(b) and not later than seventy (70) days prior to the end of each Fiscal Year thereafter, City shall furnish Airline with a projection of the O & M Expenses and projected O & M charges for the Cargo Area for the next ensuing Fiscal Year. On the first date that rental is due under this agreement, and on each date that rental is due thereafter, Airline shall pay to City for deposit into the Operation and Maintenance Fund an amount equal one-twelfth (1/12) of Airline's *pro rata* share of the projected O & M expenses for the fiscal year. Airline's *pro rata* share shall be determined by a percentage in which the total square footage leased to Airline pursuant to Section 3.01(a) is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

Not later than the one-hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised projection of O & M charges for the Cargo Area which shall reflect the most recently available information with regard to the amounts actually incurred as O & M expenses in the Cargo Area. If the revised projection forecasts expenses that would result in an overpayment or underpayment by Airline of five percent (5%) or more of the amount needed for such O & M expenses, payments under this section shall be adjusted to conform to the revised projection. In no event shall the O & M charge under this section, as so adjusted, be less than zero. Any surplus in the O & M Fund at the end of a Fiscal Year shall be carried over, in the O & M fund to cover costs which may be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area, including, but not limited to, sewer and water line repairs or replacements, apron repavement or replacement, right of way improvements or replacements (including costs of right of way expansion or relocation).

The City will maintain accurate records allocating O & M Expenses for each Fiscal Year. Within six months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report ("Final Audit") prepared in accordance with generally accepted accounting principles and certified by an independent accountant or outside auditors covering the O & M Expenses for such preceding Fiscal Year and shall set forth the O & M Expenses paid by Airline during such period.

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six months from the date of receipt by Airline of the Final Audit, the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder.

3.03 Deficiency Assessments. In the event that the costs incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area site is \$75,000 or less per project. Airline shall pay, by means of a deficiency assessment, its *pro rata* share of the costs incurred not funded from the O & M fund. Airline's *pro rata* share shall be determined by dividing the amount of those costs incurred, or anticipated to be incurred and not funded from the O & M fund by a percentage of which the total square footage leased by the Airline for cargo facilities is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

At any time during the term hereof, Airline may notify the Commissioner of any objections to the O & M charges. At the request of any Airline, the Commissioner shall meet with such Airline regarding such objection. City shall make all reasonable efforts to perform such project at the lowest possible cost consistent with its responsibility as a prudent airport operator. In the event that the costs incurred by the City in the repair, reconstruction or replacement of any capital projects in the common areas of the Cargo Area which equal \$75,000 or less are required City shall, at least thirty (30) days prior to making any expenditure, give written notice to Airline. Capital projects shall be defined as a) those projects which do not require immediate, emergency corrective action within a twenty-four (24) hour period and b) are defined in accordance with generally accepted accounting principles as may be re-defined from time-to-time by City public accounting firm. Such notice shall include (i) an estimate of (1) the cost of such project, (2) the construction scheduled, description and justification for such project, (ii) the manner of payment and estimated payments required as a result thereof, (iii) the proposed allocation of such expenses within the Cargo Area portion of the Land Support cost center, and (iv) the projected impact of such costs on Airport fees and charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such expenditures, and may request a meeting with the City, within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon a request by a Majority-In-Interest (which is herein defined as fifty-one percent (51%) of all Airlines having executed an Airport Use Agreement and leasing cargo building sites within the Cargo Area as shown on Exhibit E to the site leases), City shall convene, within ten (10) days, a meeting of the Airlines to discuss such capital projects, with City providing due consideration to such Airline comments.

In the event that the costs to be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of Cargo Area site exceeds \$75,000 per project, the City shall not make any expenditures or issue any obligations to finance the cost thereof for any such repair, replacement or reconstruction project unless and until such project and the financing thereof has been approved by a Majority-In-Interest. At least forty-five (45) days before making any expenditure or issuing any obligations, City shall submit a proposal in writing to those Airline Parties, having under lease land in the Cargo Area which proposal shall include an estimate of (a) the cost of such project, (b) the expenses resulting therefrom, (c) the sources and use of funds and the terms of any financing, if any, (d) the construction schedule, descriptions and justification for any such Project, (e) the proposed allocation of any costs along and within any Airport Cost-Revenue Centers, and (f) the detail to enable the Airlines comprising the Majority-In-Interest to make an informed judgment on the appropriateness of such project and financing. A project and financing shall be deemed to be approved if (i) a Majority-In-

Interest approves it pursuant to a certificate issued by the Airline's Representative as defined in the Airport Use Agreement or (ii) City is not notified in writing of Majority-In-Interest disapproval within thirty (30) days of the submission of such proposal by City.

3.04 Taxes. Airline shall be responsible for payment of all taxes levied against the Demised Premises. All such taxes shall be paid directly by the Airline to the appropriate taxing agency. Airline shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of receipt and shall, within thirty (30) days of payment, provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Airline from contesting such charge or tax including those enacted or promulgated by City.

3.05 Capital Improvement Reimbursement. Upon execution of this lease, Airline shall pay to the City an amount equal to \$2.00 per square foot of lease area under Section 1.01 representing reimbursement to the City for costs incurred by the City in providing capital improvements to the cargo area.

#### *Article IV.*

4.01 Construction of Improvements on Demised Premises. Airline after securing necessary permits therefore, shall at its sole expense, erect and install on the Demised Premises, the structures, aircraft parking apron, and improvements (hereinafter collectively referred to as the "Improvements") as described in Exhibit B attached hereto. Design and construction of the Improvements shall be accomplished in accordance with the provisions of Exhibits C and D hereto.

For purposes of this section, construction of Airline's facilities on the Demised Premises may include construction of connections with any roadway, water line, sewer line, drainage ditch and utility line serving the Demised Premises, if requested by Airline, and the plans and specifications are approved by the City.

#### 4.02 Maintenance, Replacement And Repair.

(a) Airline shall be responsible for and shall perform or cause to be performed, maintenance and repair of the Improvements and shall clean and keep clear of debris the Improvements and the Demised Premises. Airline shall, at all times at the Demised Premises:

(i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and inside painting, such repairs, replacements, and painting by Airline to be of a quality and class not inferior to the original material and workmanship;



(iii) Control all of its vehicular traffic on the Demised Premises. Take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (including snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

4.03 Title. Title to the Improvements shall vest in City upon certification by an engineer employed by City that construction of the Improvements has been completed.

4.04 Signs. Any advertising signs installed by Airline on the Demised Premises shall be limited to those which advertise the air transportation business of the lessee or its assigns or sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner of Aviation whose approval shall not be unreasonably withheld.

4.05 Lighting. Airline shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to standards prescribed by City and the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises.

4.06 Covenant Against Liens. Airline shall keep the Demised Premises and the Improvements free and clear of liens, except as may be approved by City, which might arise out of any act by Airline; provided however, that Airline may, in good faith, contest the validity of any lien.

4.07 Performance by City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of forty-five (45) days after notice from City so to do, any obligation imposed on Airline by this Agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof. Airline shall pay City such charge when invoiced in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and the notice to Airline so states, the City may perform such obligation of Airline at any time and Airline shall pay the cost and expenses of such performance.

4.08 Inspection. City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct

Airline to make ordinary repairs. City representatives shall notify Airline's representative on the Demised Premises at the beginning of any inspections.

4.09 Non-Disturbance. The operations of Airline and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Airline to correct the demeanor, conduct, or appearance of Airline's employees, Airline shall forthwith comply with such request.

#### *Article V.*

5.01 Facilities Furnished by City. City shall deliver the Demised Premises in a rough graded condition in accordance with specifications of O'Hare Development Project 402. City makes no warranty as to the soil conditions of the Demised Premises or the adequacy of the Demised Premises for Airline's intended purpose other than that the site has been prepared in accordance with O.D.P. 402. City shall construct taxiways, roadways, water lines, sewer lines, utility lines and drainage ditches serving the Demised Premises, substantially as described in Exhibit B hereto. Airline may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Airline shall be required to pay to City its established charge for direct metered water supplied by City to Airline through any such water line. Airline shall pay all charges for electricity furnished to the Demised Premises.

5.02 Maintenance and Operation of Airport. City shall operate and maintain, in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, connections therefrom, and roadways.

5.03 Exclusive Possession. Subject to the provisions of this Lease, City covenants that so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges leased to it hereunder.

5.04 Performance by Airline Upon Failure of City to Maintain and Operate. In the event City fails to perform for a period of forty-five (45) days after notice from Airline so to do, any obligation required under this Agreement to be performed by City, Airline may perform such obligation of City and City shall pay to Airline the cost and expense of such performance, but Airline shall not deduct any such cost and expense from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligation and City shall pay for Airline's cost and expense of such performance if the City has not commenced performance of its obligations after receipt of such notice.

*Article VI.*

6.01 Rules And Regulations.

(a) Airline shall obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations, or orders of any Federal or State agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

(b) City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline.

(c) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of Airline's air transportation business.

(d) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport, without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline.

*Article VII.*

7.01 Exercise by City of Governmental Functions. Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses provided such requirement is not inconsistent with the rights and privileges granted hereunder or under the Airport Use Agreement.

Nothing herein shall be construed to prevent Airline from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Airline.

*Article VIII.*

8.01 Insurance. Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the Air Transportation Business.

If pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this Section, such compliance shall also serve as compliance with the requirements of this Section.

8.02 Insurance on Improvements During Construction. Airline, or Airline's designated representatives, shall, until the date upon which the Improvements are certified as complete by an engineer employed by City, keep in force insurance issued by a responsible insurance company or companies, insuring City against all liabilities for public liability or property damage arising out of or in connection with the construction upon or the use and occupancy of the Demised Premises, in amounts of comprehensive insurance acceptable to City. Such policies shall insure the Improvements during construction under completed builder's risk insurance, against fire, with extended coverage insuring against, among other things, vandalism and sprinkler leakage in an amount equal to the full replacement value of the improvements under construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof.

8.03 Insurance Of Improvements After Completion Of Construction.

(a) The Improvements shall be insured at all times, on and after the date upon which completion thereof is certified by an engineer employed by City, and during the term hereof, under a so-called "fire and extended coverage policy or policies," issued by a respectable insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of full replacement value. Such insurance policy or policies shall be taken out and maintained by Airline. All such insurance policies shall name City as an additional insured thereunder, and shall provide that proceeds of such insurance shall be payable to City or Airline as their interests appear. Any costs incurred by City under such insurance policies shall be paid by Airline to City at the office of the City Comptroller of City within thirty (30) days after receipt by Airline of a statement therefor.

(b) If any building or improvement constructed on the Demised Premises is damaged or destroyed on or after the date of completion of the Improvements as certified by an engineer employed by the City, and if any insurance proceeds are payable by reason thereof, Airline shall immediately after such damage or destruction cause to be prepared plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications thereof as may be approved by Airline and City. City shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged or destroyed property, in accordance with such plans and specifications.

8.04 Proof of Insurance. Airline shall provide Certificates of Insurance as to all insurance policies required under this article. Said policies shall be delivered to the Commissioner. Airline shall notify the Commissioner twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

*Article IX.*

9.01 **Abatement in the Event of Closing.** In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise then the rent payable by Airline shall abate for the period of such closing.

9.02 **Abatement on Account of Casualty.** (a) If due to damage or destruction by fire or other casualty, not due to any fault of Airline, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 5.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on the Demised Premises, then the rent payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Airline's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety (90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.

(b) If due to damage or destruction by fire, Act of God, or other casualty affecting the Airport, Airline's use of the Airport in its conduct of an air freight transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Airline shall have the right, upon notice to City, to the abatement of a just proportion of the rent provided herein from the time of such notice until normal operations are permitted.

(c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Airline to conduct normal operations requiring the City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Airline shall pay all rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for such protest. Copies of such protest shall be delivered to the Commissioner. Within thirty (30) days of receipt of said protested rent, City shall notify Airline of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jurisdiction. The failure of the Commissioner to respond to Airline's protest within thirty (30) days shall be deemed an acceptance of such protest by the Commissioner.

(d) Except as otherwise expressly set forth herein, Airline shall have no right to rent abatement or set-off of any kind.

*Article X.*

10.01 Release of City. (a) City shall not be liable to Airline, or to Airline's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Airline's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.

(b) City shall not be liable to Airline for damage to property of Airline or any loss of revenues to Airline resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the active negligence of the City.

10.02 Regulating the Airport. Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

10.03 Indemnity. (a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, judgements, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds thereof:

(i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;

(ii) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of any premises demised to Airline hereunder;

(iii) The condition of Airline's Demised Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline shall assume and have full responsibility for the defense or settlement thereof, including the employment of counsel, and the payment of all

expenses and all settlements or judgments. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

*Article XI.*

11.01 Termination by City. City may terminate this Lease by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(i) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due under the terms of this Lease shall be accelerated and become due and payable;

(ii) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings;

(iii) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization law;

(iv) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter;

(v) The assignment by Airline of its assets for the benefit of its creditors;

(vi) The Abandonment by Airline of its conduct of air transportation of cargo and freight at the Airport;

(vii) The default by Airline in the performance of any material covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of forty-five (45) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

*Article XII.*

12.01 Recovery Of Possession By City.

(a) If Airline Abandons the Demised Premises Lease is terminated, Airline's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Airline shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Airline and any other person claiming through it and to expel and remove Airline and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Airline and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Airline.

(b) The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Airline, or the giving or making of any notice of demand, whether according to any statutory provision or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Lease.

*Article XIII.*

13.01 Termination by Airline. (a) Airline may terminate this Lease and any or all of its obligations hereunder if (i) at such time Airline is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:

(1) The failure or refusal of the Federal Aviation Administration to approve all operations into and from the Airport of aircraft of any type operated by Airline and continuance thereof for a period of at least sixty (60) days, so long as such failure or refusal is not due to any fault of Airline.

(2) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Cargo Area in its conduct of an air transportation business; provided, however, that none of the foregoing shall be due to any fault of Airline.

(4) The default by City in the performance of any material covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such



default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

(5) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Any termination by Airline pursuant to Sections 13.01(a) (1), (2), (3) or (5) shall not occur unless the Airline serves upon the Commissioner and Corporation Counsel notice of said termination, or intent to terminate thirty (30) days prior to such termination together with a statement of how the substantial operations of the Airline have been affected.

#### *Article XIV.*

14.01 Right of Airline to Remove Property. Airline shall be entitled during the term of this Lease, and for a reasonable time (not exceeding forty-five (45) days) after its termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof; provided, however, that Airline shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

#### *Article XV.*

15.01 Nondiscrimination in the Use of the Demised Premises by Airlines. This Agreement involves the construction or use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Airline, for itself, its personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the Demised Premises in compliance with all other

requirements imposed by or pursuant to regulations of the United States Department of Transportation.

15.02 Nondiscrimination in Furnishing Services. Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

15.03 Affirmative Action.

(a) Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(b) Airline specifically agrees that it will comply with the provisions of Exhibit D relating to Disadvantaged Business Enterprises, Affirmative Action Procedures, and Equal Employment Opportunity and Residency for Construction of the Project.

*Article XVI.*

16.01 Definitions. The following words, terms and phrases, shall, for purposes of this agreement, have the following meaning:

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the airline of all of the uses permitted under this agreement in Section 1.02, other than for reasons of strikes or Force Majeure, for a period of 60 days.

(2) "Agreement" means this Cargo Building Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "Airline" means, at any time, the lessee of the Demised Premises referenced in Section 1.01.

(4) "Air Transportation of Freight and Cargo" means the carriage by aircraft of property, cargo or mail as a common carrier for compensation or hire in commerce. Air Transportation of Freight and Cargo shall not mean the transportation of persons for compensation by aircraft in commerce.

(5) "Airport" means Chicago-O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights of way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(6) "Airport Use Agreement" means the Amended and Restated 1983 Airport Use Agreement and Terminal Facilities Lease.

(7) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.

(8) "Demised Premises" means, at any time, those areas and facilities which are leased to such Airline for its exclusive occupancy and use as defined in Section 1.01.

(9) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended or any successor agency thereto.

(10) "Fiscal Year" means January 1 through December 31, of any year or such other fiscal year as City may adopt for the Airport.

(11) "Force Majeure" means an earthquake, flood, act of God, riot, civil commotion or other occurrence or condition of like nature of any regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities or war.

(12) "Improvements" means the building structure, aircraft parking apron, and vehicular parking and loading areas as described in Exhibit B attached hereto and herein incorporated by reference.

(13) "Operation and Maintenance Expenses" (sometimes abbreviated as "O&M Expenses" means for the Cargo Area, for any Fiscal Year, the costs incurred by the City in operating and maintaining the common areas of the Cargo Area during such Fiscal Year, either directly or indirectly by allocation to the Cargo Area by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect under the 1983 Airport Use Agreement, as amended, including without limitation:

(a) the following costs and expenses incurred by City for employees of City employed with respect to the Cargo Area at the Airport, or doing work involving the Cargo Area at Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Cargo Area;

(e) costs of rentals of equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the common areas of the Cargo Area or its operations;

(g) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Cargo Area;

(h) costs of advertising at or for the Cargo Area;

(i) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the common areas of the Cargo Area or any of its structures or facilities; and

(j) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Cargo Area, and which, under generally accepted accounting principles, are properly chargeable as expenses to the common area of the Cargo Area, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(14) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.

(15) "Supervising Consultant" means a consultant selected by the City with expertise in the planning and construction of airports and facilities thereof.

(16) "Taxiways" means, at any time, taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

16.02 Incorporation of Exhibits. The following exhibits attached hereto are made a part of this Agreement:

Exhibit A - The Demised Premises

- Exhibit B - Description of Improvements
- Exhibit C - Procedures for Design and Construction of Improvements
- Exhibit D - Equal Employment and Affirmative Action
- Exhibit E - Cargo Area Layout Plan

*Article XVII.*

17.01 Notices. All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline or as required by this agreement, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, Federal Express Corporation, P.O. 727, Memphis, Tennessee 38194, Attn: Vice-President Property and Facilities, with copy to: Legal Department, Attn: Managing Director Legal or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

17.02 Separability. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

17.03 Remedies Cumulative. The rights and remedies granted in this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

17.04 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

17.05 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

17.06 Construction and Consent to Jurisdiction. This Lease shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

17.07 Late Payments. Any payment required to be made by Airline under this Lease which is not paid within five (5) days of its due date shall bear interest at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

17.08 Counterparts. This Lease may be executed in counterparts, each of which shall be an original, and collectively shall be one instrument.

17.09 Amendments. This Lease constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in a writing signed by both parties.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and Federal Express Corporation has caused this Lease to be executed on its behalf by its \_\_\_\_\_ President and its corporate seal to be hereunto affixed and attested by 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 B, C, and D read as follows:

*Exhibit B.*

*Description Of Improvements.*

The site will be developed by Federal Express for an air cargo express sorting facility. The facility will include a sort building, aircraft ramp and associated automobile and revenue vehicle parking.

*Exhibit C.*

*Procedures For Design And Construction  
of Improvements.*

Paragraph 1. Responsibility for Design and Construction. Airline shall undertake the design and construction of the Improvements. Airline will negotiate and award, design and construction contracts and supervise the design, construction and installation of the Improvements throughout until their completion. In order to expedite construction of the Improvements, contracts associated with the design, construction and installation of the Improvements may be negotiated rather than competitively bid. Subject to the provisions of Paragraph 2 hereof, Airline may commence the acquisition, construction and installation of the Improvements at any time after the execution and delivery of this Lease and agrees that it will commence the acquisition, construction and installation of the Improvements as promptly as practicable, and that it will complete the acquisition, construction and installation of the Improvements with all reasonable dispatch.

[Exhibit A printed on pages 3968 through 3970 of this Journal.]

(Continued on page 3971)

EXHIBIT A.

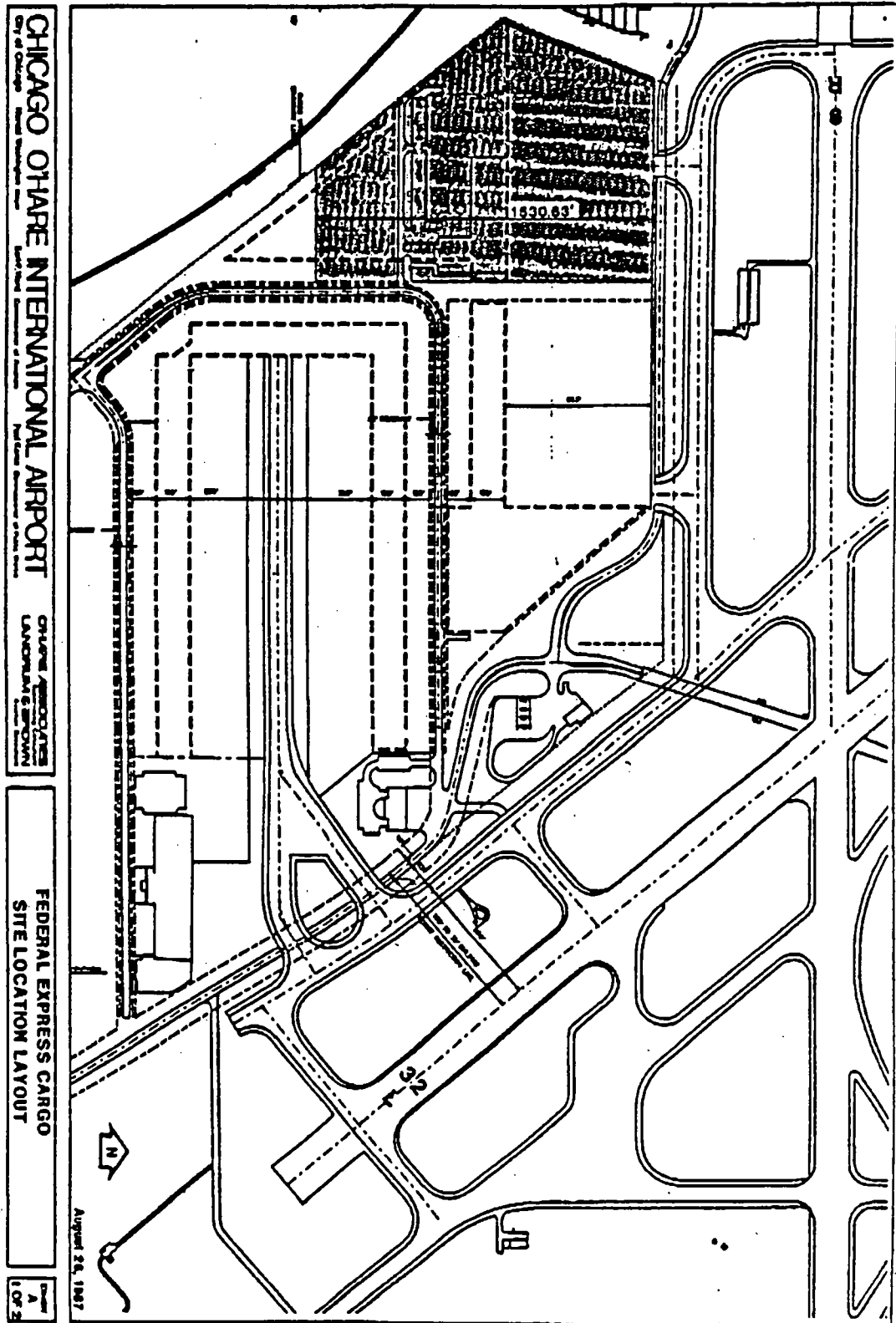
DEPICTION OF DEMISED PREMISES,

(SEE ATTACHED)

FROM DPT. OF AVIATION CHI

8.27.1987 15143

P. 2

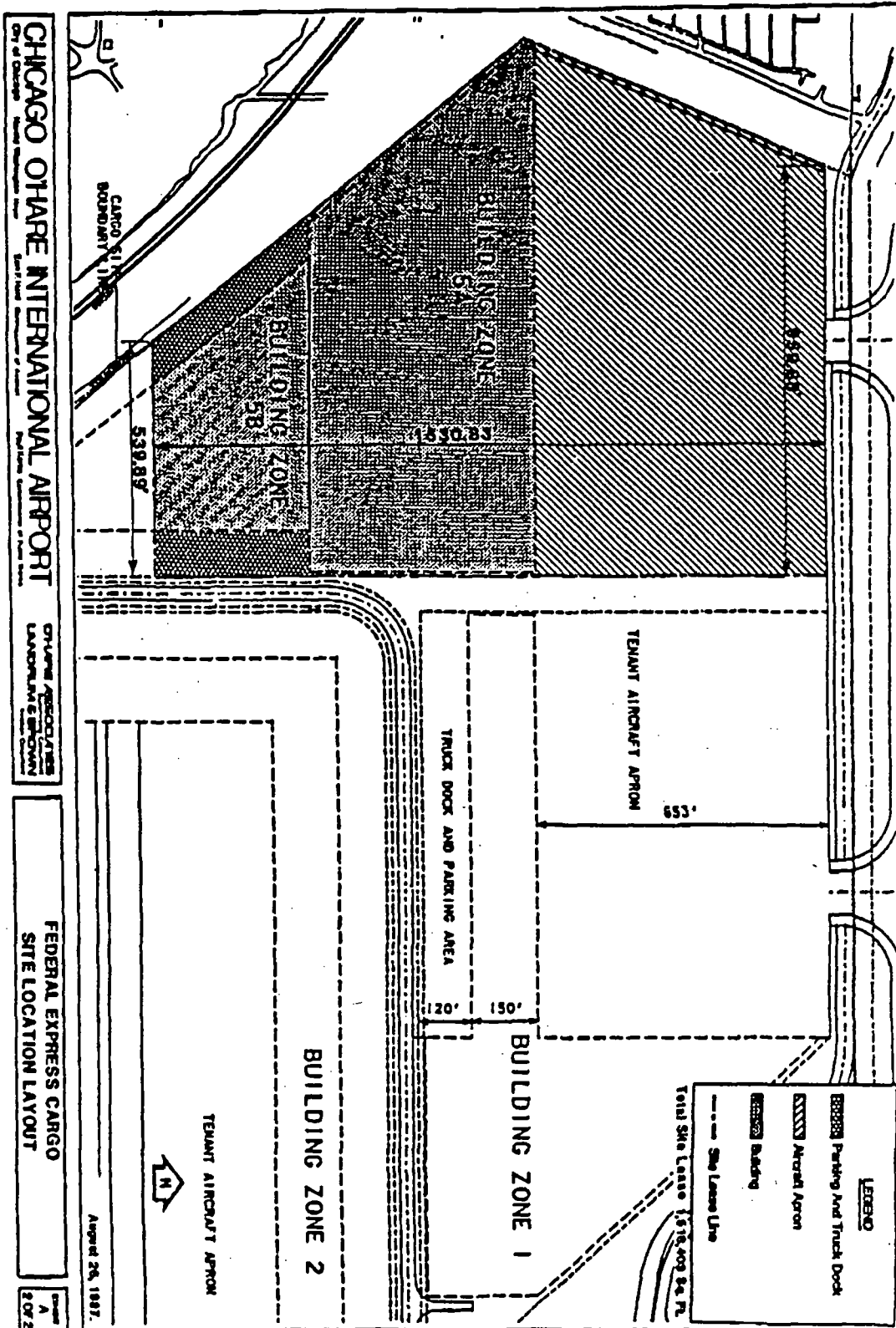




FROM DPT. OF AVIATION CHI

8.27.1987 15143

P. 3



(Continued from page 3967)

Paragraph 2. Coordination with City. The design and construction of the Improvements will be in accordance with O'Hare design procedures and standards and reasonable construction standards established or approved by City. Such procedures and standards will not impose on Airline stricter or more rigid procedures or standards than are applied to other airlines at the Airport. Such procedures and standards will be established in a timely manner.

(a) Project Planning and Design Phase--Airline will submit, or cause to be submitted, to City's Commissioner of Aviation and Commissioner of Public Works (the "Commissioners") proposed plans and specifications for the Improvements for review and comment by City. Such plans and specifications and all amendments thereto shall be subject to the approval of the Commissioners, which approval shall not be unreasonably withheld. The Commissioners will approve, conditionally approve or disapprove submissions of any such plans and specifications within ten (10) business days or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor. Notwithstanding the fast track construction procedures, Airline will complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major structural, mechanical, electrical and architectural elements) that will allow City appropriate review upon which to base the approval. Airline shall not proceed with construction until all necessary approvals have been obtained.

(b) City Construction Coordinator and Staff--The Commissioners shall designate a supervising consultant (the "Supervising Consultant") which shall act on behalf of City with respect to all matters related to the design and construction of the improvements and the coordination of construction of the Improvements with the operation of the Airport. Airline will provide reasonable administrative space for the Supervising Consultant contiguous to the Demised Premises. The Supervising Consultant shall provide such personnel as shall be necessary from time to time. All of City's communications to Airline with respect to the design and construction of the Improvements shall be made by or through the Supervising Consultant or the Commissioners. The cost of the Supervising Consultant shall be paid initially by City and reimbursed by Airline. City agrees to use its best efforts to keep the cost of such personnel as low as reasonably practicable, and in no event shall the aggregate amount of reimbursement to City hereunder exceed one percent (1%) of the cost of the design and construction of the Improvements. City shall provide for Airline's review in November or December of each year during the period of construction, a definitive statement of Supervising Consultant services and required manpower and dollar budgets by month, with regard to the Improvements for the following calendar year. City shall provide Airline a detailed review and analysis of actual expenditures against budgets, including reallocation of budgets if required, with regard to the Improvements on a semi-annual basis. More frequent budget reviews will be provided at Airline's request. City shall provide Airline monthly invoices that describe time charges of Supervising Consultant staff assigned to the Improvements. Airline may, within ten (10) days of such provision, request a meeting with City to review and discuss such invoices. City shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices.

Airline further may request City to review and audit Supervising Consultant invoices related to the Improvements at any time. Airline shall, upon request, receive copies of all such audits performed by City and may interview the personnel who performed such audits.

(c) Airline to Provide Information--Prior to the start of design of the Improvements and thereafter as may be necessary to provide the Commissioners with current and complete information as to the construction of the Improvements, Airline shall submit to the Commissioner through the Supervising Consultant (i) initial and updated construction schedules (which shall be reviewed by the Supervising Consultant for their impact and relation to other construction projects at the Airport) indicating the proposed and/or actual sequence of all construction contracts and subcontracts and the estimated date of completion of the work under each such contract, (ii) initial and updated site utilization plans, including contract limit lines, storage and office areas and proposed temporary alterations or detours intended to maintain public access and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport, and (iii) Airline's initial and updated estimates of the aggregate cost of the Improvements.

(d) Construction Phase--City shall have the right to monitor the construction of the Improvements to assure that the facilities which comprise the Improvements are constructed and installed in conformity with the plans, specifications and standards therefor. In order to assist City in monitoring the construction of the Improvements the general contractor shall submit, or cause to be submitted, to the Supervising Consultant, for information and record purposes, copies of all (i) field test reports, (ii) equipment purchase orders reflecting a cost in excess of \$100,000, (iii) material certificates, (iv) approved shop drawings, (v) requests for payment to contractors or subcontractors, (vi) progress reports, (vii) notification of substantial completion of the Improvements and final acceptance thereof, (viii) maintenance and operations manuals in connection with building systems, (ix) as-built drawings, and (x) any other documents related to the Improvements which may be reasonably requested by City. No change order which materially changes the scope of the work shall be effected by Airline without the approval of the Supervising Consultant as to compliance with the plans and specifications, which approval shall not be unreasonably withheld. The Supervising Consultant will approve, conditionally approve or disapprove submissions of change orders within (10) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor.

In the event the Supervising Consultant determines that the construction of the Improvements is at material variance from the plans, specifications and standards therefor, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with representatives of Airline's architect and the general contractor.

If such consultation fails to achieve a result satisfactory to the Supervising Consultant, by written notice to Airline, the Supervising Consultant may, until it has been determined under the applicable contract that the work has been performed without material variance from the plans and specifications for such contract, (a) suggest to Airline that it withhold payments from any contractor or subcontractor which

has performed, in the judgment of the Supervising Consultant, work which is at material variance from the plans and specifications, or (b) suggest to Airline that it stop work on any portion of the Improvements directly affected by such variance from the plans, specifications and standards. If Airline's response is, in the opinion of the Commissioners, not acceptable to City, the Commissioners may direct Airline to stop work on any portion of the Improvements that are in variance with the plans, specifications and standards.

Any work or material which is at material variance from the plans and specifications therefor shall be corrected or replaced by Airline, provided that City informs Airline of such variance within ten (10) business days following the performance of such work unless such variance could not have been discovered with due diligence in which case City shall inform Airline of such variance as soon as reasonably practicable. If such work or material is not corrected or replaced by Airline within thirty (30) days following notice from City to Airline, City may cause such work to be corrected or such material to be replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such work cannot be corrected or such material cannot be replaced within said thirty (30) day period, Airline shall be afforded such additional reasonable time as may be necessary to correct such work or replace such material.

Paragraph 3. Access to Project Site. Airline, and its architects, engineers and contractors, shall have full and complete access to the Demised Premises and other areas of the Improvements, provided that such access shall not unreasonably interfere with the operation of the Airport. The Supervising Consultant shall have authority to arrange and shall arrange such access. It is airline's responsibility to coordinate its design and construction with all other development projects at the Airport. Airline is solely responsible for any cost it or its contractors incur due to such coordination.

#### *Exhibit D.*

#### *Equal Employment And Affirmative Action.*

Paragraph 1. Minority and Women Business Enterprise.

Airline shall use its best efforts to provide for the participation of Minority and Women Business Enterprises to the maximum extent possible in the design and construction of the improvements.

It is understood by the parties that Airline shall award contracts to general contractors, supply vendors and consultants during this construction project and Airline shall use its best efforts to award such design and construction contracts in accordance with the guidelines of this Exhibit D. Such contracts may be for the purpose of Architectural and Engineering Services, Construction Management, General Construction, Purchase Agreements subcontractors or a combination of agreements that may be required for a conventional or a fast-track construction process. To this end, Airline shall establish a policy for the utilization of M.B.E./W.B.E., a liaison with the Department of Aviation and

Department of Purchasing for M.B.E./W.B.E., a goal for awarding all contracts and a reporting procedure.

Paragraph 2. Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprise program:

Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporate construction project. Neither Airline, nor its contractors, shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction projects. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements, circulated to all employees of Airline in effected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Airline's Minority and Women Business Enterprise program, Airline shall establish a Minority and Women Business Enterprise Liaison with City's Designated Minority and Women Business Enterprise Liaison Officer with the U. S. Department of Transportation and with the City Department of Purchasing for the Improvements. Further, all personnel of Airline with responsibilities in the supervision of contracts for Improvements are to see that actions are performed consistent with the affirmative action goals of this exhibit.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be to the fullest utilization of Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the improvements and with an acceptable and competitive bid or proposal where applicable.

To assure that such goals are met, the Airline shall hire a City certified M.B.E. or W.B.E. as a consultant ("Consultant") to review and monitor Airline's efforts to meet the M.B.E./W.B.E. goals set forth in this exhibit.

The goals of the Airline for participation by Minority Business Enterprises and Women Business Enterprises (M.B.E. and W.B.E.) in the design and construction of the project shall be to achieve a minimum M.B.E. and W.B.E. participation not less than fifty-one percent (51%) of the total contracted expenditures for the Improvements excluding all of Airlines required material handling equipment and any other specialized equipment designated by Airline. Airline shall make all reasonable efforts for M.B.E. and W.B.E. participation in the design of the Improvements.

Should Airline determine that no M.B.E. or W.B.E. is capable or available to perform design or construction work on the Improvements or has an acceptable and competitive bid or proposal where applicable, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and W.B.E. is not available to perform such work. The Commissioner shall forward the Airline's statement to the Department of Purchasing who shall determine if M.B.E. and W.B.E. are available, capable and have submitted an acceptable competitive bid or proposal where applicable, to perform the work needed. If the Department of Purchasing determines that certified M.B.E. and W.B.E. are available, capable and have submitted an acceptable, competitive bid or proposal where applicable to perform such work, it shall notify the Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. If the Department of Purchasing determines that no M.B.E. and W.B.E. is available, capable and has submitted an acceptable bid or proposal to perform such work, it shall notify Airline of a waiver of this requirement.

It is further understood and agreed by the parties that the goals set forth above are not inflexible quotas, but rather are objectives to be pursued by mobilization of available resources and by a good faith effort to fulfill the objectives of M.B.E./W.B.E. participation.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

At quarterly intervals beginning September 15, 1987, Airline shall submit to City a Minority and Women Business Enterprise progress report, on forms or on a format established by the City, that includes the following items:

- (i) the total amount of prime and subcontract awards during the quarter, and for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;
- (ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprise;
- (iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;
- (iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and
- (v) an evaluation of the overall progress to date towards the Improvement's Minority and Women Business Enterprise goals.

Paragraph 7. Contracting Authority Of Airline.

Nothing contained in this Exhibit D shall be deemed to amend or supercede the authority and responsibility of Airline with respect to the contracting process for the Improvements as set forth in Exhibit C.

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

---

EXECUTION OF CARGO SITE LEASE AGREEMENT WITH  
FLYING TIGERS LINE, INCORPORATED AT CHICAGO  
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Aviation, having had under consideration a proposed ordinance authorizing the Department of Aviation to execute a cargo site lease agreement with Flying Tigers Line, Inc. at O'Hare International Airport (which was referred on September 9, 1987), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 5 members 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 Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago, a Cargo Building Site Agreement with The Flying Tigers Line, Inc., for premises at Chicago O'Hare International Airport, said agreement to be substantially in the following form:

*Cargo Building Site Lease.*

This Lease ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City"), and The Flying Tigers Line, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Airline").

*Witnesseth:*

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, City and Airline have executed the Amended and Restated Airport Use Agreement and Terminal Facilities Lease (the "Airport Use Agreement") having an effective date of January 1, 1985; and

Whereas, Airline is or wishes to become engaged in the business of air transportation of freight and cargo at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Airline such premises and facilities, and to grant to Airline such rights and privileges, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

*Article I.*

1.01 Lease of Premises. City hereby leases to Airline, and Airline hereby leases from City, the land depicted on Exhibit A hereto ("Demised Premises"), which consists of 685,516 square feet, together with the facilities, rights and privileges hereinafter described. City shall use its best efforts to deliver possession of the Demised Premises to Airline no later than October 30, 1987. The date on which City actually delivers to Airline possession of the Demised Premises is referred to herein as the "Delivery Date."



1.02 Operation of Cargo Site. Airline or its sublessees or assigns is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of the business of air transportation of freight and cargo and such other uses as set forth below, including, without limitation, the following:

(a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property;

(b) the loading and unloading upon the Demised Premises of property, cargo and mail upon or from aircraft by such means as may be necessary or convenient;

(c) the loading, unloading and parking of automobiles and trucks relating to its freight and cargo operations;

(d) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, flight kitchens and the carrying on of activities reasonably necessary or convenient in connection with its freight and cargo operations;

(e) taxiing, parking, storing, maintaining, conditioning and repairing (to the extent such are considered routine ramp servicing) of aircraft and equipment including flight kitchen equipment;

(f) the handling of passengers in commercial or retail flights when traffic at the Airport prevents the handling of such passengers at a terminal pursuant to such terms and conditions as agreed between Airline and Commissioner. All passengers handled pursuant to this provision must be shuttled to a terminal area for processing. In no event shall this provision be interpreted as allowing retail passenger operations other than the incidental handling of passengers in irregular operation situations; and

(g) the receiving, dispatching, handling and storing of property for use by Airline in its operations at the Airport.

Nothing in this Agreement shall be deemed to permit the conduct by Airline or its sublessees of any cargo and freight business other than the operation of an air transportation business, and such business shall not include the transportation of commercial or retail passengers to and from the Demised Premises except as provided above.

Airline may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation. The grant of such approval shall be in the discretion of the Commissioner of Aviation after due consideration of Airline's request.

1.03 Ingress and Egress; Right to Connect Utilities. Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its or their employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Agreement, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its sublessees or assigns, its or their employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline or its sublessees or assigns, (iii) transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Airline's or its sublessees or assigns' business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder or under the Airport Use Agreement. Notwithstanding the foregoing, nothing in this Section 1.03 shall be deemed to permit or preclude City from levying a passenger facility charge or other similar tax at the Airport. Nothing herein shall preclude Airline from contesting such charge or tax if enacted or promulgated by City. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Airline shall not block or otherwise obstruct common use taxilanes or access roads with aircraft or groundside vehicles, respectively, at any time nor in any manner which will impair or adversely affect any other airline tenant from using or operating on said taxilanes or access road areas.

1.04 Sublease and Assignment of Demised Premises.

(a) Airline may sublet or assign the Demised Premises, in whole or in part, to another person in the business of air transportation of freight and cargo or enter into freight handling agreements, subject, however, to each of the following conditions:

(i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of rent hereunder and for the payment, performance and observance of its other obligations and agreements herein provided unless said sublease or assignment involves all of the Demised Premises and such release of primary liability is approved by the City Council of City; and

(ii) Any sublease or assignment of the Demised Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. In no event shall approval of any sublease or assignment be deemed to

constitute a waiver or restriction on the right to disapprove or deny consent to any additional or subsequent sublease or assignment.

(b) Any sublease or assignment under this section, except a sublease or assignment to a subsidiary, parent corporation, subsidiary of a parent corporation or a third party involved in the financing of Airline's Improvements, shall during the term of such sublease or assignment, increase the rental payable to City under Section 3.01 to \$.45 square foot for that percentage of the Demised Premises subject to such sublease or assignment. For purposes of this section it shall be agreed that any portion of the Demised Premises whose rental under Section 3.01 is less than \$.45 per square foot shall be presumed to be the area subleased or assigned under this section.

(c) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 1.04.

#### 1.05 Special Facility Financing Arrangements.

Airline shall have the right to assign this Agreement and execute any document including such documents necessary for the financing of the Improvements, pursuant to a Special Facility Financing Arrangement as defined in the Airport Use Agreement.

### *Article II.*

2.01 Term. The term of this Agreement shall be for a period of thirty-two (32) years commencing on October 30, 1986, and terminating on May 11, 2018, unless sooner terminated in accordance with the provisions set forth herein.

### *Article III.*

#### 3.01 Rent.

(a) At such time and in such manner as set forth in subsection (b) Airline shall pay City rent:

(i) \$.0459 per square foot per year for 459,122 square feet representing replacement footage from Airline's prior cargo lease terminated pursuant to Section 13.01(c) of the 1983 Airport Use Agreement between Airline and the City.

(ii) \$.45 per square foot per year for 226,394 square feet representing additional leased footage beyond that leased by Airline under prior cargo leases with the City and which is not subject to the provisions of Section 13.01(c) of the 1983 Airport Use Agreement between Airline and City of Chicago.

(b) Rent shall begin accruing hereunder on the earlier of (i) the date of substantial completion of the Improvements (as defined in Section 4.01 hereof) or (ii) October 31, 1988. From and after the time rent begins so accruing and continuing throughout the term of this Agreement, Airline shall pay City, not later than the first business day of each month, the rent as set forth above, for such month all such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this Lease shall be prorated, if necessary.

3.02 Operation and Maintenance Expense. There is hereby created an Operation and Maintenance Fund to cover the costs and expenses incurred by the City in operating and maintaining the common areas of the Cargo Area. For purposes of this Section 3.02, "Cargo Area" shall mean the portion of the Airport defined as such on Exhibit E entitled Cargo Area Layout Plan attached hereto and herein incorporated.

Thirty (30) days prior to the first rental payment under Section 3.01(b) and not later than seventy (70) days prior to the end of each Fiscal Year thereafter, City shall furnish Airline with a projection of the O & M Expenses and projected O & M charges for the Cargo Area for the next ensuing Fiscal Year. On the first date that rental is due under this agreement, and on each date that rental is due thereafter, Airline shall pay to City for deposit into the Operation and Maintenance Fund an amount equal one-twelfth (1/12) of Airline's *pro rata* share of the projected O & M Expenses for the fiscal year. Airline shall pay O & M Expenses on such additional leased footage under Section 3.01(a) (ii) only to the extent that such O & M Expenses exceed \$.10 per square foot. Airline's *pro rata* share shall be determined by a percentage in which the total square footage leased to Airline pursuant to Section 3.01(a) is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

The City will maintain accurate records allocating O & M Expenses for each Fiscal Year. Within six months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report ("Final Audit") prepared in accordance with generally accepted accounting principles and certified by an independent accountant or outside auditors covering the O & M Expenses for such preceding Fiscal Year and shall set forth the O & M Expenses paid by Airline during such period.

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised projection of O & M charges for the Cargo Area which shall reflect the most recently available information with regard to the amounts actually incurred as O & M Expenses in the Cargo Area. If the revised projection forecasts expenses that would result in an overpayment or underpayment by Airline of five percent (5%) or more of the amount needed for such O & M Expenses, payments under this Section shall be adjusted to conform to the revised projection. In no event shall the O & M charge under this section, as so adjusted, be less than zero. Any surplus in the Operation and Maintenance Fund at the end of a Fiscal Year shall be carried over, in the Operation and Maintenance Fund to cover costs which may be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area, including, but not limited to, sewer and water line repairs or replacements, apron repavement or replacement, right of way improvements or replacements (including costs of right of way expansion or relocation).

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six months from the date of receipt by Airline of the Final Audit, the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder.

3.03 Deficiency Assessments. In the event that the costs incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area site is \$75,000 or less per project, Airline shall pay, by means of a deficiency assessment, its *pro rata* share of the costs incurred not funded from the O & M fund. Airlines *pro rata* share shall be determined by multiplying the amount of those costs incurred, or anticipated to be incurred and not funded from the O & M fund by a fraction of which the total square footage leased by the Airline for cargo facilities is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

At any time during the term hereof, Airline may notify the Commissioner of any objections to the O & M charges. At the request of any Airline, the Commissioner shall meet with such Airline regarding such objection. City shall make all reasonable efforts to perform such project at the lowest possible cost consistent with its responsibility as a prudent airport operator. In the event that the costs incurred by the City in the repair, reconstruction or replacement of any capital projects in the common areas of the Cargo Area equal \$75,000 or less City shall, at least thirty (30) days prior to making any expenditure, give written notice to Airline. Capital projects shall be defined as a) those projects which do not require immediate, emergency corrective action within a twenty-four (24) hour period and b) are defined in accordance with generally accepted accounting principles as may be re-defined from time-to-time by City's public accounting firm. Such notice shall include (i) an estimate of (1) the cost of such project, (2) the construction scheduled, description and justification for such project, (ii) the manner of payment and estimated payments required as a result thereof, (iii) the proposed allocation of such expenses within the Cargo Area portion of the Land Support Area cost center, and (iv) the projected impact of such costs on Airport fees and charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such expenditures, and may request a meeting with the City, within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon a request by a Majority-In-Interest (which is herein defined as fifty-one percent (51%) of all airlines having executed an Airport Use Agreement and leasing cargo building sites within the Cargo Area as shown on Exhibit E), (hereinafter "Airline Parties"), City shall convene, within ten (10) days, a meeting of the Airline Parties to discuss such capital projects, with City providing due consideration to such Airline Parties comments.

In the event that the costs to be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of Cargo Area site exceeds \$75,000 per project, the City shall not make any expenditures or issue any obligations to finance the cost thereof for any such repair, replacement or reconstruction project unless and until such project and the financing thereof has been approved by a Majority-In-Interest. At least forty-five (45) days before making any expenditure or issuing any obligations, City shall submit a proposal in writing to the Airline Parties, which proposal shall include an estimate of (a) the cost of such project, (b) the expenses

resulting therefrom, (c) the sources and use of funds and the terms of any financing, if any, (d) the construction schedule, descriptions and justification for any such Project, (e) the proposed allocation of any costs along and within any Airport Cost-Revenue Centers and (f) the detail to enable the Airline Parties comprising the Majority-In-Interest to make an informed judgment on the appropriateness of such project and financing. A project and financing shall be deemed to be approved if (i) a Majority-In-Interest approves it pursuant to a certificate issued by the Airline's Representative as defined in the Airport Use Agreement or (ii) City is not notified in writing of Majority-In-Interest disapproval within thirty (30) days of the submission of such proposal by City.

3.04 Taxes. Airline shall be responsible for payment of all taxes levied against the Demised Premises. All such taxes shall be paid directly by the Airline to the appropriate taxing agency. Airline shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of receipt and shall, within thirty (30) days of payment, provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Airline from contesting such charge or tax including those enacted or promulgated by City.

#### *Article IV.*

4.01 Construction of Improvements on Demised Premises. Airline, after securing necessary permits therefore, shall at its sole expense, erect and install on the Demised Premises, the structures, aircraft parking apron, and improvements (hereinafter collectively referred to as the "Improvements") as described in Exhibit B attached hereto. Design and construction of the Improvements shall be accomplished in accordance with the provisions of Exhibits C and D hereto.

For purposes of this section, construction of Airline's facilities on the Demised Premises may include construction of connections with any roadway, water line, sewer line, drainage ditch and utility line serving the Demised Premises, if requested by Airline, and the plans and specifications are approved by the City.

#### 4.02 Maintenance, Replacement And Repair.

(a) Airline shall be responsible for and shall perform or cause to be performed, maintenance and repair of the Improvements and shall clean and keep clear of debris the Improvements and the Demised Premises. Airline shall, at all times at the Demised Premises:

(i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements, and inside painting, such repairs, replacements, and painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) Control all of its vehicular traffic on the Demised Premises. Take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (including snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

4.03 Title. Title to the Improvements shall vest in City upon certification by an engineer employed by City that construction of the Improvements has been completed.

4.04 Signs. Any advertising signs installed by Airline on the Demised Premises shall be limited to those which advertise the air transportation business of the Airline or its assigns or sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner of Aviation whose approval shall not be unreasonably withheld.

4.05 Lighting. Airline shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to standards prescribed by City and the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises.

4.06 Covenant Against Liens. Airline shall keep the Demised Premises and the Improvements free and clear of liens, except as may be approved by City, which might arise out of any act by Airline; provided, however, that Airline may, in good faith, contest the validity of any lien.

4.07 Performance by City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of forty-five (45) days after notice from City so to do, any obligation imposed on Airline by this Agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof. Airline shall pay City such charge when invoiced in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and the notice to Airline so states, the City may perform such obligation of Airline at any time and Airline shall pay the cost and expense of such performance.

4.08 Inspection. City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct

Airline to make ordinary repairs. City representatives shall notify Airline's representative on the Demised Premises at the beginning of any inspections.

4.09 Non-Disturbance. The operations of Airline and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Airline to correct the demeanor, conduct, or appearance of Airline's employees, Airline shall forthwith comply with such request.

*Article V.*

5.01 Facilities Furnished by City. City shall deliver the Demised Premises in a rough graded condition in accordance with the specifications of O'Hare Development Project 402. City makes no warranty as to the soil conditions of the Demised Premises or the adequacy of the Demised Premises for Airline's intended purpose other than that the site has been prepared in accordance with O.D.P. 402. City shall construct taxiways, roadways, water lines, sewer lines, utility lines and drainage ditches serving the Demised Premises, substantially as described in Exhibit B hereto. Airline may use such taxiways, roadways, water lines, sewer lines and drainage ditches in common with others; provided, however, that Airline shall be required to pay to City its established charge for direct metered water supplied by City to Airline through any such water line. Airline shall pay all charges for electricity furnished to the Demised Premises.

5.02 Maintenance and Operation of Airport. City shall operate and maintain, in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, connections therefrom, and roadways.

5.03 Exclusive Possession. Subject to the provisions of this Lease, City covenants that so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges leased to it hereunder.

5.04 Performance by Airline Upon Failure of City to Maintain and Operate. In the event City fails to perform for a period of forty-five (45) days notice from Airline so to do, any obligation required under this Agreement to be performed by City, Airline may perform such obligation of City and City shall pay to Airline the cost and expense of such performance, but Airline shall not deduct any such cost and expense from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Airline's operations at the airport and Airline so states in its notice to City, Airline may perform such obligation and City shall pay for Airline's cost and expense of such performance if the City has not commenced performance of its obligations after receipt of such notice.



*Article VI.*

6.01 Rules and Regulations.

(a) Airline shall obey all rules and regulations governing the conduct and operation of the airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the airport, nor (ii) inconsistent with the rules, regulations, or orders of any federal or state agency having jurisdiction over the airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

(b) City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline.

(c) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of Airline's Air Transportation Business.

(d) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule and regulation of the Airport, without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline.

*Article VII.*

7.01 Exercise by City of Governmental Functions. Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Airline to pay any tax or inspection fees or to procure necessary permits or licenses provided such requirement is not inconsistent with the rights and privileges granted hereunder or under the Airport Use Agreement.

Nothing herein shall be construed to prevent Airline from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Airline.

*Article VIII.*

8.01 Insurance. Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the Air Transportation Business.

If pursuant to any other agreement between Airline and City, Airline is complying with requirements identical with those of this section, such compliance shall also serve as compliance with the requirements of this Section.

8.02 Insurance on Improvements During Construction. Airline, or Airline's designated representatives, shall, until the date upon which the Improvements are certified as complete by an engineer employed by City, keep in force insurance issued by a responsible insurance company or companies, insuring City against all liabilities for public liability or property damage arising out of or in connection with the construction upon or the use and occupancy of the Demised Premises, in amounts of comprehensive insurance acceptable to City. Such policies shall insure the Improvements during construction under completed builder's risk insurance, against fire, with extended coverage insuring against, among other things, vandalism and sprinkler leakage in an amount equal to the full replacement value of the Improvements under construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof.

8.03 Insurance Of Improvements After Completion Of Construction.

(a) The Improvements shall be insured at all times, on and after the date upon which completion thereof is certified by an engineer employed by City, and during the term hereof, under a so-called "fire and extended coverage policy or policies," issued by a respectable insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of full replacement value. Such insurance policy or policies shall be taken out and maintained by Airline. All such insurance policies shall name City as an additional insured thereunder, and shall provide that proceeds of such insurance shall be payable to City or Airline as their interests appear. Any costs incurred by City under such insurance policies shall be paid by Airline to City at the office of City Comptroller of City within thirty (30) days after receipt by Airline of a statement therefor.

(b) If any Improvement constructed on the Demised Premises is damaged or destroyed on or after the date of completion of the Improvements as certified by an engineer employed by the City, and if any insurance proceeds are payable by reason thereof, Airline shall immediately after such damage or destruction cause to be prepared plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications thereof as may be approved by Airline and City. City shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged or destroyed property, in accordance with such plans and specifications.

8.04 Proof of Insurance. Airline shall provide certificates of insurance as to all insurance policies required under this article. Said policies shall be delivered to the Commissioner. Airline shall notify the Commissioner twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

*Article IX.*

9.01 Abatement in the Event of Closing. In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise then the rent payable by Airline shall abate for the period of such closing.

9.02 Abatement on Account of Casualty. (a) If due to damage or destruction by fire or other casualty, not due to any fault of Airline, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 5.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on the Demised Premises, then the rent payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Airline's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more than ninety (90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.

(b) If due to damage or destruction by fire, Act of God, or other casualty affecting the Airport, Airline's use of the Airport in its conduct of an air freight transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Airline shall have the right, upon notice to City, to the abatement of a just proportion of the rent provided herein from the time of such notice until normal operations are permitted.

(c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Airline to conduct normal operations requiring the City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Airline shall pay all rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for such protest. Copies of such protest shall be delivered to the Commissioner. Within thirty (30) days of receipt of said protested rent, City shall notify Airline of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jurisdiction. The failure of the Commissioner to respond to Airline's protest within thirty (30) days shall be deemed an acceptance of such protest by the Commissioner.

(d) Except as otherwise expressly set forth herein, Airline shall have no right to rent abatement or set-off of any kind.

*Article X.*

10.01 Release of City. (a) City shall not be liable to Airline, or to Airline's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Airline's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.

(b) City shall not be liable to Airline for damage to property of Airline or any loss of revenues to Airline resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the active negligence of the City.

10.02 Regulating the Airport. Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

10.03 Indemnity. (a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following except to the extent caused by the negligence of City or its agents, officers and employees and only to the extent City is not reimbursed out of insurance proceeds thereof:

(i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;

(ii) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of any premises demised to Airline hereunder;

(iii) The condition of Airline's Demised Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline shall assume and have full responsibility for the

defense or settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

*Article XI.*

11.01 Termination by City. Subject to the provisions of Article XII, the City may terminate this Agreement by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

(i) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due under the terms of this Lease shall be accelerated and become due and payable.

(ii) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.

(iii) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization law.

(iv) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.

(v) The assignment by Airline of its assets for the benefit of its creditors.

(vi) The Abandonment by Airline of its conduct of air transportation of cargo and freight at the Airport.

(vii) The default by Airline in the performance of any material covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Airline shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Notwithstanding anything to the contrary herein, this Lease shall not terminate for any event stated above to the extent that Airline is replaced as a tenant under the provisions of Section 12.01(c) of this Lease.

*Article XII.*

#### 12.01 Recovery Of Possession By City.

(a) If Airline Abandons the Demised Premises this Agreement shall terminate, and Airline's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Airline shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon the Demised Premises, or any part thereof, to take possession thereof, as against Airline and any other person claiming through it and to expel and remove Airline and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Airline and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Airline.

(b) The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Airline, or the giving or making of any notice of demand, whether according to any statutory provision or not, or any act of series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this Lease.

(c) Notwithstanding Sections 12.01(a) and (b) above, in the event Airline (or a third party operating on behalf of Airline) finances the construction of the Improvements and Airline (or any future tenant) is in default under the terms of the Agreement pursuant to Section 11.01 of this Agreement, a trustee in connection with the financing of the Improvements may (i) cure such default and replace Airline (or such future tenant, as the case may be) with another tenant or tenants, subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld or (ii) if the default is one specified in Article XI, Sections 11.01(i) through 11.01(vi), replace Airline (or any future tenant, as the case may be) with another tenant subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld, and the rent payable by such tenant(s) shall be applied first to satisfy Airline's or any future tenant's obligation under this Agreement and the excess, if any, shall be payable to the holders of such debt.

### *Article XIII.*

13.01 Termination by Airline. (a) Airline may terminate this Agreement and any or all of its obligations hereunder if (i) at such time Airline is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:

(1) The failure or refusal of the Federal Aviation Administration to approve all operations into and from the Airport of aircraft of any type operated by Airline and continuance thereof for a period of at least sixty (60) days, so long as such failure or refusal is not due to any fault of Airline.

(2) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially

affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.

(3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Cargo Area in its conduct of an air transportation business; provided, however, that none of the foregoing shall be due to any fault of Airline.

(4) The default by City in the performance of any material covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

(5) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.

Any termination by Airline pursuant to Sections 13.01(a)(1), (2), (3) or (5) shall not occur unless the Airline serves upon the Commissioner and Corporation Counsel notice of said termination, or intent to terminate thirty (30) days prior to such termination together with a statement of how the substantial operations of the Airline have been affected.

#### *Article XIV.*

14.01 Right of Airline to Remove Property. Airline shall be entitled during the term of this Agreement, and for a reasonable time (not exceeding forty-five (45) days) after its termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof; provided, however, that Airline shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

#### *Article XV.*

15.01 Nondiscrimination in the Use of the Demised Premises by Airline. This Agreement involves the construction or use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Airline, for itself, its personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

15.02 Nondiscrimination in Furnishing Services. Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

15.03 Affirmative Action.

(a) Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(b) Airline specifically agrees that it will comply with the provisions of Exhibit D relating to Disadvantaged Business Enterprises, Affirmative Action Procedures, and Equal Employment Opportunity and Residency for Construction of the Project.

*Article XVI.*

16.01 Definitions. The following words, terms and phrases, shall, for purposes of this agreement, have the following meaning:



(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the Airline of all of the uses permitted under this agreement in Section 1.02, other than for reasons of strikes or *Force Majeure*, for a period of 60 consecutive days.

(2) "Agreement" means this Cargo Building Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "Airline" means, at any time, the lessee of the Demised Premises referenced in Section 1.01, or tenant(s) referenced in Section 12.01(c).

(4) "Air Transportation of Freight and Cargo" means the carriage by aircraft of property, cargo or mail as a common carrier for compensation or hire in commerce. Air Transportation of Freight and Cargo shall not mean the transportation of persons for compensation by aircraft in commerce.

(5) "Airport" means Chicago-O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights of way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(6) "Airport Use Agreement" means the Amended and Restated 1983 Airport Use Agreement and Terminal Facilities Lease.

(7) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.

(8) "Demised Premises" means, at any time, those areas and facilities which are leased to such Airline for its exclusive occupancy and use as defined in Section 1.01.

(9) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended or any successor agency thereto.

(10) "Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.

(11) "Force Majeure" means an earthquake, flood, act of God, riot, civil commotion or other occurrence or condition of like nature of any regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities or war.

(12) "Improvements" means the building structure, aircraft parking apron, and vehicular parking and loading areas as described in Exhibit B attached hereto and herein incorporated by reference.

(13) "Operation and Maintenance Expenses" (sometimes abbreviated as "O & M Expenses") means for the Cargo Area, for any Fiscal Year, the costs incurred by the City in

operating and maintaining the common areas of the Cargo Area during such Fiscal Year, either directly or indirectly by allocation to the Cargo Area by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect under the 1983 Airport Use Agreement, as amended, including without limitation:

(a) the following costs and expenses incurred by City for employees of City employed with respect to the Cargo Area at the Airport, or doing work involving the Cargo Area at Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Cargo Area;

(e) costs of rentals of equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the common areas of the Cargo Area or its operations;

(g) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Cargo Area;

(h) costs of advertising at or for the Cargo Area;

(i) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the common areas of the Cargo Area or any of its structures or facilities;

(j) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Cargo Area, and which, under generally accepted accounting principles, are properly chargeable as expenses to the common area of the Cargo Area, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(14) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.

(15) "Supervising Consultant" means a consultant selected by the City with expertise in the planning and construction of airports and facilities thereof.

(16) "Taxiways" means, at any time, taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

All other terms used in this Agreement and not specifically defined herein shall have the same meaning as those terms are defined in the Airport Use Agreement.

16.02 Incorporation of Exhibits. The following exhibits attached hereto are made a part of this Agreement:

- Exhibit A - The Demised Premises
- Exhibit B - Description of Improvements
- Exhibit C - Procedures for Design and Construction of Improvements
- Exhibit D - Equal Employment and Affirmative Action
- Exhibit E - Cargo Area Layout Plan

*Article XVII.*

17.01 Notices. All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline or as required by this Agreement, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, The Flying Tigers Line, Inc., 7401 World Way West, International Airport, Los Angeles, California 90009, Attn: Director of Properties, or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

17.02 Separability. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

17.03 Remedies Cumulative. The rights and remedies granted in this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

17.04 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

17.05 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

17.06 Construction and Consent to Jurisdiction. This Lease shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

17.07 Late Payments. Any payment required to be made by Airline under this Lease which is not paid within five (5) days of its due date shall bear interest at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

17.08 Counterparts. This Lease may be executed in counterparts, each of which shall be an original, and collectively shall be one instrument.

17.09 Amendments. This Lease constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in a writing signed by both parties.

In Witness Whereof, the City of Chicago has caused this Lease to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of Chicago, and its seal to be hereunto affixed and attested by the City Clerk of the City of Chicago, and The Flying Tigers Line, Inc. has caused this Lease to be executed on its behalf by one of its duly authorized officers and its corporate seal to be hereunto affixed and attested by its Assistant 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.]

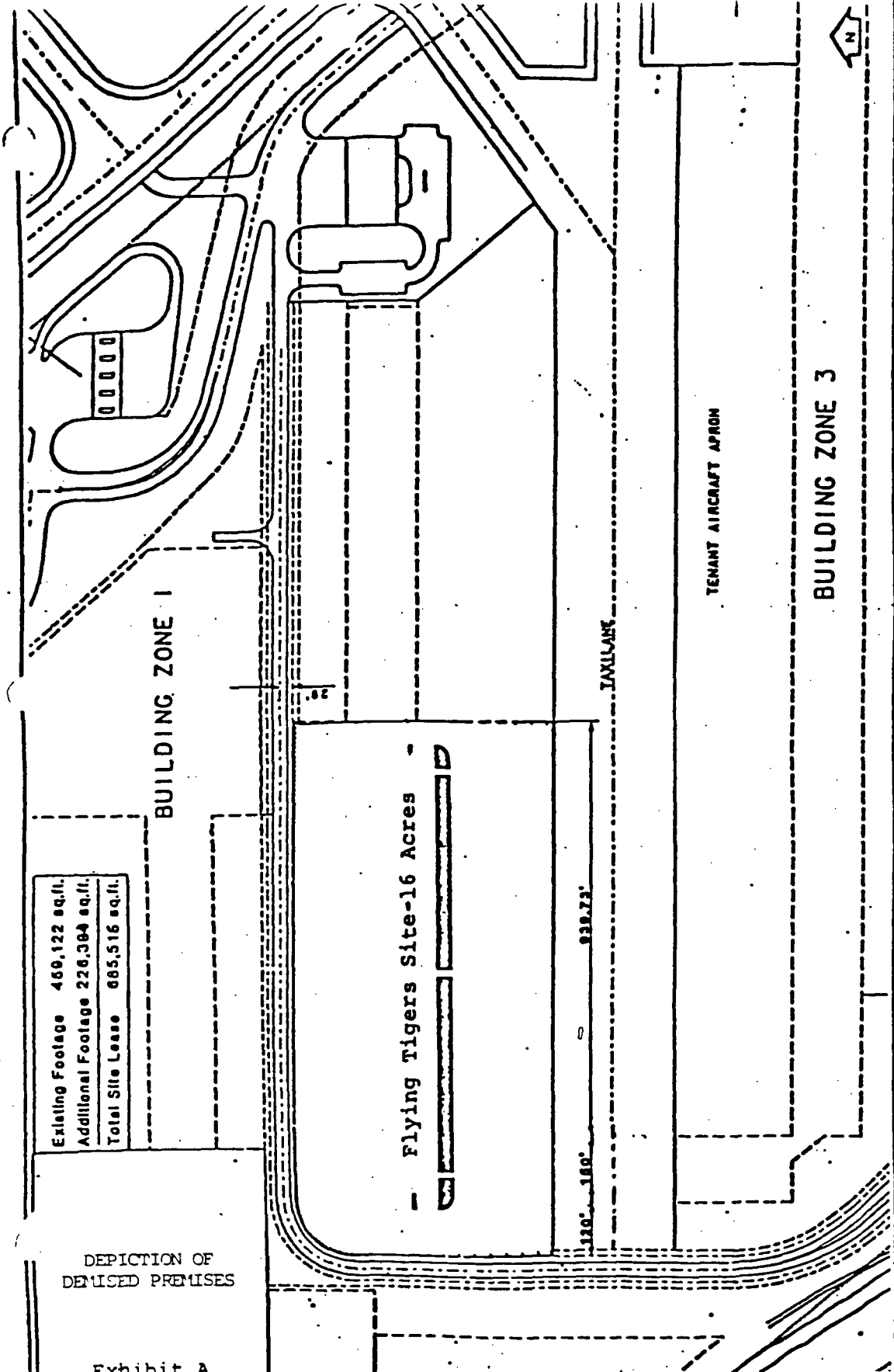
[Exhibit A printed on page 3998 of this Journal.]

Exhibits B, C and D read as follows:

*Exhibit B.*

*Description Of Improvements.*

(Continued on page 3999)



CHICAGO O'HARE INTERNATIONAL AIRPORT

FLYING TIGER CARGO SITE LEASE

JUNE 9, 11

(Continued from page 3997)

The improvements will include an aircraft ramp capable of parking 747's, a cargo warehouse with fixed cargo handling equipment, maintenance shop area for ground support equipment and flight line support, and an office structure adjoining the warehouse for air cargo related administrative functions.

*Exhibit C.*

*Procedures For Design And Construction  
of Improvements.*

Paragraph 1. Responsibility for Design and Construction. Airline shall undertake the design and construction of the Improvements. Airline will negotiate and award, design and construction contracts and supervise the design, construction and installation of the Improvements throughout until their completion. In order to expedite construction of the Improvements, contracts associated with the design, construction and installation of the Improvements may be negotiated rather than competitively bid. Subject to the provisions of Paragraph 2 hereof, Airline may commence the acquisition, construction and installation of the Improvements at any time after the execution and delivery of this Lease and agrees that it will commence the acquisition, construction and installation of the Improvements as promptly as practicable, and that it will complete the acquisition, construction and installation of the Improvements with all reasonable dispatch.

Paragraph 2. Coordination with City. The design and construction of the Improvements will be in accordance with O'Hare design procedures and standards and reasonable construction standards established or approved by City. Such procedures and standards will not impose on Airline stricter or more rigid procedures or standards than are applied to other airlines at the Airport. Such procedures and standards will be established in a timely manner.

(a) Project Planning and Design Phase--Airline will submit, or cause to be submitted, to City's Commissioner of Aviation and Commissioner of Public Works (the "Commissioners") proposed plans and specifications for the Improvements for review and comment by City. Such plans and specifications and all amendments thereto shall be subject to the approval of the Commissioners, which approval shall not be unreasonably withheld. The Commissioners will approve, conditionally approve or disapprove submissions of any such plans and specifications within ten (10) business days or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor. Notwithstanding the fast track construction procedures, Airline will complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major structural, mechanical, electrical and architectural elements) that will allow City appropriate review upon which to base the approval. Airline shall not proceed with construction until all necessary approvals have been obtained.

(b) City Construction Coordinator and Staff--The Commissioners shall designate a supervising consultant (the "Supervising Consultant") which shall act on behalf of City with respect to all matters related to the design and construction of the improvements and the coordination of construction of the Improvements with the operation of the Airport. Airline will provide reasonable administrative space for the Supervising Consultant contiguous to the Demised Premises. The Supervising Consultant shall provide such personnel as shall be necessary from time to time. All of City's communications to Airline with respect to the design and construction of the Improvements shall be made by or through the Supervising Consultant or the Commissioners. The cost of the Supervising Consultant shall be paid initially by City and reimbursed by Airline. City agreed to use its best efforts to keep the cost of such personnel as low as reasonably practicable, and in no event shall the aggregate amount of reimbursement to City hereunder exceed one percent of the construction costs of the Improvement. City shall provide for Airline's review in November or December of each year during the period of construction, a definitive statement of Supervising Consultant services and required manpower and dollar budgets by month, with regard to the Improvements for the following calendar year. City shall provide Airline a detailed review and analysis of actual expenditures against budgets, including reallocation of budgets if required, with regard to the Improvements on a semi-annual basis. More frequent budget reviews will be provided at Airline's request. City shall provide Airline monthly invoices that describe time charges of Supervising Consultant staff assigned to the Improvements. Airline may, within ten (10) days of such provision, request a meeting with City to review and discuss such invoices. City shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline further may request City to review and audit Supervising Consultant invoices related to the Improvements at any time. Airline shall, upon request, receive copies of all such audits performed by City and may interview the personnel who performed such audits.

(c) Airline to Provide Information--Prior to the start of design of the Improvements and thereafter as may be necessary to provide the Commissioners with current and complete information as to the construction of the Improvements, Airline shall submit to the Commissioner through the Supervising Consultant (i) initial and updated construction schedules (which shall be reviewed by the Supervising Consultant for their impact and relation to other construction projects at the Airport) indicating the proposed and/or actual sequence of all construction contracts and subcontracts and the estimated date of completion of the work under each such contract, (ii) initial and updated site utilization plans, including contract limit lines, storage and office areas and proposed temporary alterations or detours intended to maintain public access and support detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport, and (iii) Airline's initial and updated estimates of the aggregate cost of the Improvements.

(d) Construction Phase--City shall have the right to monitor the construction of the Improvements to assure that the facilities which comprise the Improvements are constructed and installed in conformity with the plans, specifications and standards therefor. In order to assist City in monitoring the construction of the Improvements the general contractor shall submit, or cause to be submitted, to the Supervising Consultant,

for information and record purposes, copies of all (i) field test reports, (ii) equipment purchase orders reflecting a cost in excess of \$100,000, (iii) material certificates, (iv) approved shop drawings, (v) requests for payment to contractors or subcontractors, (vi) progress reports, (vii) notification of substantial completion of the Improvements and final acceptance thereof, (viii) maintenance and operations manuals in connection with building systems, (ix) as-built drawings, and (x) any other documents related to the Improvements which may be reasonably requested by City. No change order which materially changes the scope of the work shall be effected by Airline without the approval of the Supervising Consultant as to compliance with the plans and specifications, which approval shall not be unreasonably withheld. The Supervising Consultant will approve, conditionally approve or disapprove submissions of change orders within (10) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor.

In the event the Supervising Consultant determines that the construction of the Improvements is at material variance from the plans, specifications and standards therefor, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with representatives of Airline's architect and the general contractor.

If such consultation fails to achieve a result satisfactory to the Supervising Consultant, by written notice to Airline, the Supervising Consultant may, until it has been determined under the applicable contract that the work has been performed without material variance from the plans and specifications for such contract, (a) suggest to Airline that it withhold payments from any contractor or subcontractor which has performed, in the judgment of the Supervising Consultant, work which is at material variance from the plans and specifications, or (b) suggest to Airline that it stop work on any portion of the Improvements directly affected by such variance from the plans, specifications and standards. If Airline's response is, in the opinion of the Commissioners, not acceptable to City, the Commissioners may direct Airline to stop work on any portion of the Improvements that are in variance with the plans, specifications and standards.

Any work or material which is at material variance from the plans and specifications therefor shall be corrected or replaced by Airline, provided that City informs Airline of such variance within ten (10) business days following the performance of such work unless such variance could not have been discovered with due diligence in which case City shall inform Airline of such variance as soon as reasonably practicable. If such work or material is not corrected or replaced by Airline within thirty (30) days following notice from City to Airline, City may cause such work to be corrected or such material to be replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such work cannot be corrected or such material cannot be replaced within said thirty (30) day period, Airline shall be afforded such additional reasonable time as may be necessary to correct such work or replace such material.

Paragraph 3. Access to Project Site. Airline, and its architects, engineers and contractors, shall have full and complete access to the Demised Premises and other areas of the Improvements, provided that such access shall not unreasonably interfere with the operation of the Airport. The Supervising Consultant shall have authority to arrange and



shall arrange such access. It is Airline's responsibility to coordinate its design and construction with all other development projects at the Airport. Airline is solely responsible for any cost it or its contractors incur due to such coordination.

*Exhibit D.*

*Equal Employment And Affirmative Action.*

Paragraph 1. Minority and Women Business Enterprise.

Airline shall provide for the participation of Minority and Women Business Enterprises to the maximum extent possible in the design and construction of the improvements. To this end, Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure.

Paragraph 2. Policy.

The following statement represents Airline's policy regarding Equal Opportunity and a Minority and Women Business Enterprise program:

Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporate construction project. Neither Airline, nor its contractors, shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction project. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements, circulated to all employees of Airline in affected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Airline's Minority and Women Business Enterprise program, Airline shall establish a Minority and Women Business Enterprise Liaison with City's Designated Minority and Women Business Enterprise Liaison Counsel with the U. S. Department of Transportation and with the City Department of Purchasing for the Improvements. Further, all personnel of Airline with responsibilities in the supervision of contracts for Improvements are to see that actions are performed consistent with the affirmative action goals of this exhibit.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be the fullest utilization of Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the improvements. These goals shall be administered in a manner to assure the City and Airline that, (1) the Improvements shall be completed at a reasonable and acceptable cost to Airline, (2) the Improvements shall be completed on a reasonable and acceptable timetable to Airline and City and, (3) the construction quality for the Improvements shall be reasonable and acceptable to Airline and City.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E. and W.B.E.) in the design and construction of the project shall be to achieve a minimum M.B.E. and W.B.E. participation not less than fifty-one percent (51%) of the total contracted expenditures for the Improvements. Airline shall make all reasonable efforts for M.B.E. and W.B.E. participation in the design of the Improvements.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform design or construction work on the Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons an M.B.E. and W.B.E. is not available to perform such work. The Commissioner shall forward the Airline's statement to the Department of Purchasing who shall determine if M.B.E. and W.B.E. are available to perform the work needed. If the Department of Purchasing determines that certified M.B.E. and W.B.E. are available to perform such work, it shall notify the Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. If the Department of Purchasing determines that no M.B.E. and W.B.E. is available to perform such work or if no response is made by the Department within 30 days of such notification, it shall be deemed a waiver of this requirement.

#### Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

#### Paragraph 6. Reporting.

At quarterly intervals beginning September 15, 1986, Airline shall submit to City a Minority and Women Business Enterprise progress report, on forms or on a format established by the City, that includes the following items:

- (i) the total amount of prime and subcontract awards during the quarter, and for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;
- (ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprise;

- (iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;
- (iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and
- (v) an evaluation of the overall progress to date towards the Improvement's Minority and Women Business Enterprise goals.

Paragraph 7. Contracting Authority of Airline. Nothing contained in this Exhibit D shall be deemed to amend or supersede the authority and responsibility of Airline with respect to the contracting process for the Improvements as set forth in Exhibit C.

[Exhibit E printed on page 4005 of this Journal]

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

---

CITY COUNCIL COMMITTEE ON AVIATION DIRECTED TO  
INVESTIGATE ESTABLISHMENT OF AND FUNDING  
FOR NEW NONDENOMINATIONAL CHAPELS  
AT CHICAGO O'HARE INTERNATIONAL  
AND CHICAGO MIDWAY  
AIRPORTS.

The Committee on Aviation submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Aviation, having had under consideration a proposed resolution for the establishment of a new and inspiring chapel for use by millions of travelers at O'Hare International Airport, and Midway Airport (which was referred on September 9, 1987), begs leave to recommend that Your Honorable Body *Adopt* the said proposed resolution, which is transmitted herewith.

This recommendation was concurred in by 5 members with no dissenting vote.

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

(Continued on page 4006)

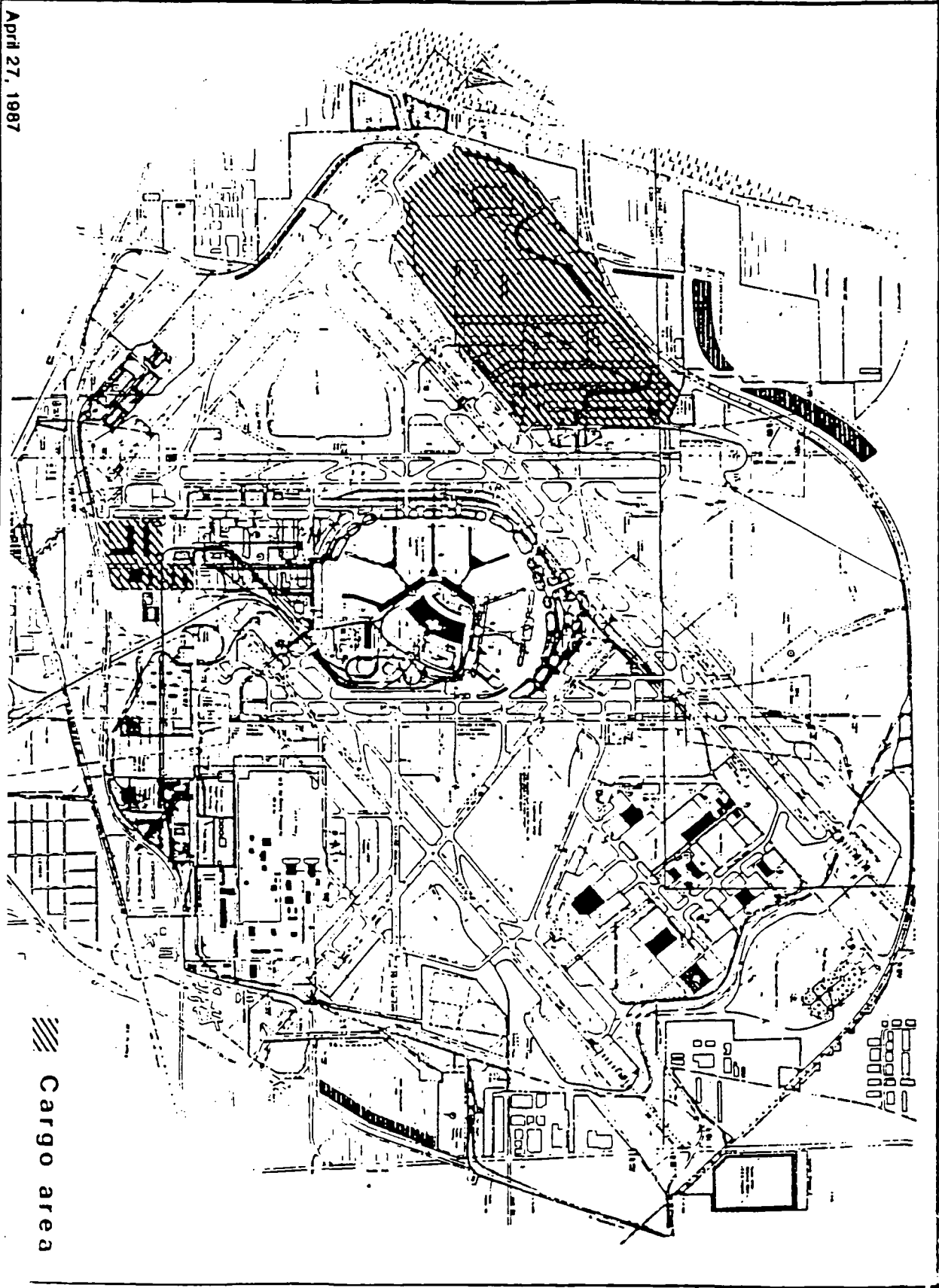
April 27, 1987

CHICAGO O'HARE INTERNATIONAL AIRPORT

O'HARE ASSOCIATES  
LANDPLANNING & DESIGN

COMMON IMPROVEMENT O & M

E



/// Cargo area

(Continued from page 4004)

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, O'Hare Airport, still "The World's Busiest Airport", and together with Midway Airport they bring millions of people through our great City every year; and

WHEREAS, O'Hare and Midway are currently under massive renovations to be better equipped to handle the legions of travelers who are steadily increased every month whether using O'Hare and Midway as a depot or as a point of transfer; and

WHEREAS, One of the great human traditions dating back to ancient times has been to provide a place of worship for weary travelers at certain key places along their route; and

WHEREAS, It would typify Chicago's renowned "I Will" spirit as well as our generous hospitality to provide such a place for reflection and inspiration for all travelers who pass through or visit our great City through O'Hare Airport and Midway Airport; now, therefore,

*Be It Resolved*, That the City Council Committee on Aviation convene with all authorities involved at O'Hare and Midway Airports, including but not limited to federal, state and local agencies, with a view toward establishing at "The World Busiest Airport" and at Midway Airport a beautiful, artful, inspiring chapel, easily accessible to all travelers who pass through O'Hare or Midway and intended for persons of all faiths to refresh themselves with reflection and meditation; and

*Be It Further Resolved*, That the Committee on Aviation search out all possible avenues of providing adequate funding for an O'Hare Airport and Midway Airport Chapel.

---

COMMITTEE ON THE BUDGET AND  
GOVERNMENT OPERATIONS.

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
DEPARTMENT OF POLICE.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all the liabilities that have been or may be incurred during the year 1987 payable from such appropriations.

FROM:

Purpose	Code		Account	Amount
	Fund	Department		
Personal Services Salaries and Wages	100	57-1005	.0005	\$145,000

TO:

Purpose	Code		Account	Amount
	Fund	Department		
Contractual Services Legal Fees	100	57-1005	.0145	\$145,000

SECTION 2. This ordinance shall take effect upon its passage and approval.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
DEPARTMENT OF FINANCE--GENERAL.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all the liabilities that have been or may be incurred during the year 1987 payable from such appropriations:

FROM:

Purpose	Code		Account	Amount
	Fund	Department		
Personal Services Claims under Workers' Compensation Act	100	99-2005	.0049	\$250,000

TO:

Purpose	Code		Account	Amount
	Fund	Department		
Specific Purposes-- Financial For payment of claims for hospital and medical expenses of City employees injured in the performance of their duties who are not included in the provisions of the Workers' Compensation Act; as may be ordered by the City Council	100	99-2005	.0937	\$250,000

SECTION 2. This ordinance shall take effect upon its passage and approval.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

**TRANSFER OF APPROPRIATED FUNDS WITHIN LATINO  
AFFAIRS COMMISSION.**

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

**SECTION 1.** The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all the liabilities that have been or may be incurred during the year 1987 payable from such appropriations.

**FROM:**

Purpose	Code		Account	Amount
	Fund	Department		
Commodities and Materials	100	51-2005		
Books and Related Materials			.0348	\$700

**TO:**

Purpose	Code		Account	Amount
	Fund	Department		
Contractual Services Studies	100	51-2005	.0146	\$700



SECTION 2. This ordinance shall take effect upon its passage and approval.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

-----  
TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
OFFICE OF THE CITY CLERK.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1987. This transfer will leave sufficient unencumbered appropriations to meet all the liabilities that have been or may be incurred during the year 1987 payable from such appropriations.

FROM:

Purpose	Code		Account	Amount
	Fund	Department		
Personal Services Extra Hire	300	25-2005	.0055	\$20,000

TO:

Purpose	Code		Account	Amount
	Fund	Department		
Contractual Services Professional Services	300	25-2005	.0140	\$20,000

SECTION 2. This ordinance shall take effect upon its passage and approval.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

TRANSFER OF APPROPRIATED FUNDS AUTHORIZED WITHIN  
CITY COUNCIL COMMITTEE ON HOUSING.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer for the year 1987. This transfer will leave sufficient unencumbered appropriations to keep all the liabilities that have been or may be incurred during the year 1987 payable from such appropriations.

FROM:

Purpose	Code		Account	Amount
	Fund	Department		
Personal Services	100	15-2080	.0000	\$8,000

TO:

Purpose	Code		Account	Amount
	Fund	Department		
Contractual Services	100	15-2080	.0100	\$5,000
Commodities and Materials	100	15-2080	.0300	\$3,000

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

AMENDMENT OF ORDINANCE PROVIDING FOR EXPENDITURE OF  
MOTOR FUEL TAX FUNDS FOR NEW STREET  
CONSTRUCTION  
(Project Number 82-05047-00-PV).

The Committee on the Budget and Government Operations submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

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

SECTION 1. That the ordinance passed by the City Council on April 16, 1986 appearing on pages 29270 and 29271 of the Council Journal, providing for the constructing and engineering of M.F.T. Project No. 82-05047-00-PV be amended to increase the allocation of Motor Fuel Tax Funds from \$1,980,000.00 to \$2,380,000.00, and to include the following additional streets:

South Hamlin Avenue	-West 115th Street to West 114th Place
South Hamlin Avenue	-West 113th Street to West 112th Place
West 113th Street	-South Hamlin Avenue, to the west, to South Millard Avenue

so that Section 1 of the said ordinance shall read as follows:

"Section 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of Two Million Three Hundred and Eighty Thousand Dollars (\$2,380,000.00) from that part of the Motor Fuel Tax Fund which has been or may be allotted to the City of Chicago for New Street Construction 1982-6 M.F.T. Project No. 82-05047-00-PV for the construction and engineering of the following new streets:

South Hamlin Avenue	-West 115th Street to West 114th Place
South Hamlin Avenue	-West 113th Street to West 112th Place
South Hamlin Avenue	-West 114th Place to West 113th Street
South Ridgeway Avenue	-West 114th Street to West 113th Street
South Lawndale Avenue	-West 114th Place to West 113th Place
South Millard Avenue	-West 114th Place to West 112th Place
West 114th Place	-South Hamlin Avenue, to the west, to South Central Park Avenue
West 114th Street	-South Hamlin Avenue to South Ridgeway Avenue
West 113th Place	-South Lawndale Avenue to South Millard Avenue
West 113th Street	-South Hamlin Avenue, to the west, to South Millard Avenue
West 112th Place	-South Hamlin Avenue to South Central Park Avenue"

SECTION 2. The City Clerk is hereby directed to transmit two certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer for District One of the said Division of Highways.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

*Re-Referred* -- WAIVER OF ACCRUED PENALTIES AND INTEREST  
ON UNPAID CHICAGO BOAT MOORING TAX FOR  
YEARS 1984--1987.

The Committee on the Budget and Government Operations submitted a report recommending that the City Council re-refer to the Committee on Finance a proposed resolution waiving the accrued penalties and interest on the unpaid Chicago Boat Mooring Tax for the years 1984--1987.

On motion of Alderman Bloom, the committee's recommendation was *Concurred In* and said proposed resolution was *Re-Referred to the Committee on Finance*.

---

**COMMITTEE ON COMMITTEES, RULES AND ETHICS.**

---

APPOINTMENT OF MS. MARGARET CARTER AS MEMBER  
OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Committees, Rules and Ethics, having had under consideration a communication signed by The Honorable Harold Washington, Mayor (which was referred to your committee on July 29, 1987), begs leave to appoint Margaret Carter as a member of the Board of Ethics for a three year term.

This recommendation was concurred in unanimously by the committee with no dissenting vote.

Respectfully submitted,  
(Signed) EUGENE SAWYER,  
*Chairman.*

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Margaret Carter as a member of the Board of Ethics was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

*Re-Deferred* -- BOARD OF EDUCATION REQUESTED TO TAKE  
CERTAIN ACTIONS IN RELATION TO EDUCATIONAL  
PRIORITIES.

The Committee on Committees, Rules and Ethics submitted a report recommending that the City Council re-refer to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Education a proposed resolution requesting certain actions in relation to educational priorities.

On motion of Alderman Sawyer, the committee's recommendation was *Concurred In* and said proposed resolution was *Re-Deferred* to a Joint Committee composed of the members of the Committee on Finance and the members of the Committee on Education.

---

**COMMITTEE ON ECONOMIC DEVELOPMENT.**

---

COOK COUNTY BOARD OF COMMISSIONERS REQUESTED TO  
ENTER NON-CASH BID AT SCAVENGER SALE FOR  
SPECIFIED PARCELS IN 11TH, 12TH, 23RD,  
27TH AND 46TH WARDS PURSUANT TO  
TAX REACTIVATION PROGRAM.

The Committee on Economic Development submitted the following report:

CHICAGO, September 23, 1987.

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

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted by the Corporation Counsel on September 22, 1987, requesting the Cook County Board of Commissioners to enter a non-cash bid at the scavenger sale on those parcels of real estate identified in Exhibit A which is hereby attached, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted herewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") has the opportunity to acquire property in the Cook County Tax Scavenger Sale through the non-cash bid process; and

WHEREAS, The Department of Economic Development has found those parcels of real estate identified on Exhibit A attached hereto to be useful to the Department in its programs to aid the private sector in the redevelopment and reuse of properties for the purposes of providing new industry and jobs for City residents; and

WHEREAS, The City is interested in acquiring those parcels identified on Exhibit A for commercial redevelopment programs; now, therefore,

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

SECTION 1. The Cook County Board of Commissioners is hereby requested to enter a non-cash bid on those parcels identified on Exhibit A and to assign its interest in the properties to the City.

SECTION 2. The Commissioner of Economic Development is authorized to provide all necessary and required information to the Board to ensure the entering of the non-cash bid, and the assignment of the County's interest in the properties to the City. The Commissioner of Economic Development is further authorized to delete from Exhibit A those parcels which, at the discretion of the Commissioner of Economic Development, are found to be inappropriate for acquisition by the City.

SECTION 3. Nothing in this ordinance shall be considered or construed as approval of any conveyance of the properties listed to any third party.

SECTION 4. The ordinance shall be in full force and effect from and after its passage.

Exhibit A attached to this ordinance reads as follows:

*Exhibit A.*

P.I.N.	Address
17-18-301-001-0000	2251 West Harrison Street
19-03-300-004-0000	4337 South Cicero Avenue
19-03-304-004-0000	4413 South Cicero Avenue
19-04-425-030-0000	5118 West 47th Street
19-04-425-031-0000	5116 West 47th Street
19-04-425-035-0000	5106 West 47th Street
19-04-427-029-0000	5020 West 47th Street
19-04-427-030-0000	5018 West 47th Street
19-04-427-033-0000	5010 West 47th Street
19-04-431-023-0000	4612 South Cicero Avenue
19-04-431-024-0000	4616 South Cicero Avenue
19-09-206-004-0000	4847 West 47th Street
19-09-206-005-0000	4843 West 47th Street
20-05-105-003-0000	4102 South Packers Avenue
20-05-105-004-0000	4108 South Packers Avenue
20-05-105-005-0000	4108 South Packers Avenue
14-17-404-044-0000	4040 North Sheridan Road.



COOK COUNTY BOARD OF COMMISSIONERS REQUESTED TO  
ENTER NON-CASH BID AT SCAVENGER SALE FOR  
SPECIFIED PARCELS IN 5TH, 8TH, 22ND, 28TH,  
29TH, 32ND, 37TH, 46TH AND 48TH  
WARDS PURSUANT TO TAX  
REACTIVATION  
PROGRAM.

The Committee on Economic Development submitted the following report:

CHICAGO, September 23, 1987.

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

Your Committee on Economic Development, having had under consideration a proposed ordinance, transmitted with a communication signed by Mayor Harold Washington dated September 9, 1987, requesting the Cook County Board of Commissioners to enter a non-cash bid at the scavenger sale on those parcels of real estate identified in Exhibit A which is hereby attached, begs leave to recommend that Your Honorable Body *Pass* said ordinance which is transmitted therewith.

This recommendation was concurred in by seven (7) members of the committee with no dissenting votes.

Respectfully submitted,  
(Signed) BERNARD J. HANSEN,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") has created the Chicago Tax Reactivation Program ("Program") which seeks to aid the private sector in the redevelopment and reuse of properties acquired at the Scavenger Sale for the purposes of providing low and moderate income housing, new industry and jobs for its residents; and

WHEREAS, The Department of Economic Development has found those parties and parcels of real estate identified on Exhibit A attached hereto to be qualified to participate in the program; and

WHEREAS, The City is interested in acquiring those parcels identified on Exhibit A for conveyance to the qualified parties in furtherance of the Program; now, therefore,

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

SECTION 1. The Cook County Board of Commissioners ("Board") is hereby requested to enter a non-cash bid on these parcels identified on Exhibit A and to assign its interest in the properties to the City.

SECTION 2. The Commissioner of Economic Development is authorized to provide all necessary and required information to the Board to insure the entering of the non-cash bid, and the assignment of the County's interest in the properties to the City.

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

[Exhibit A printed on pages 4020 through  
4022 of this Journal.]

---

## COMMITTEE ON HOUSING.

---

### COOK COUNTY BOARD OF COMMISSIONERS REQUESTED TO ENTER NON-CASH BID AT TAX SCAVENGER SALE FOR SPECIFIED PARCELS PURSUANT TO TAX REACTIVATION PROGRAM.

The Committee on Housing submitted the following report:

CHICAGO, September 23, 1987.

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

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Bess Donaldson, Commissioner--Department of Housing (which was referred on September 16, 1987) authorizing the Mayor to approve:

A proposed ordinance authorizing the Department of Housing to request the Cook County Board of Commissioners to authorize the entering of a non-cash bid, at the tax scavenger sale, on those parcels identified in Exhibit A; pursuant to the "Tax Reactivation Program".

(Continued on page 4023)

EXHIBIT A

APPLICANT	PROPERTY ADDRESS	PROPOSED USE	PROPERTY INDEX NUMBER
AUSTIN PEOPLE'S ACTION CENTER	5925 W. Lake Street 5941 W. Lake Street 302 N. Parkside Avenue	Parking and Playlot	16-08-401-002-0000 16-08-400-004-0000 16-08-404-023-0000
BETHEL NEW LIFE, INC.	4350 W. Madison	Mixed Use (Commercial and Residential)	16-10-422-011-0000
HUMAN & COMMUNITY DEVELOPMENT CORPORATION	4749 W. West End Street 4743 W. West End Street 151 N. Cicero Avenue	Private School and Vocational Program	16-10-324-001-0000 16-10-324-003-0000 16-10-318-015-0000
NEW CONCEPT DEVELOPMENT CENTER	8329 S. Cottage Grove Avenue 8331 S. Cottage Grove Avenue 8345 S. Cottage Grove Avenue 8351 S. Cottage Grove Avenue 8353 S. Cottage Grove Avenue	Mixed Use (School, Children's Museum, Teacher Center, and Commercial)	20-35-300-012-0000 20-35-300-013-0000 20-35-300-043-0000 20-35-300-022-0000 20-35-300-023-0000
NORTHSIDE COMMUNITY FEDERAL CREDIT UNION	4425 N. Broadway Avenue	Mixed Use (Commercial and Residential)	14-17-225-035-0000

APPLICANT	PROPERTY ADDRESS	PROPOSED USE	PROPERTY INDEX NUMBER
OPEN LANDS PROJECT/CORLANDS	916 N. Honore Avenue 920 N. Honore Avenue 922 N. Honore Avenue	Playlots and Community Garden	17-06-423-036-0000 17-06-423-035-0000 17-06-423-034-0000
PROVIDENCE ST. MEL HIGH SCHOOL	3517-23 W. Madison	Mixed Use (Commercial and Residential)	16-14-200-011-0000
VIETNAMESE ASSOCIATION OF ILLINOIS	5019 N. Winthrop	Parking	14-08-405-007-0000
CONSUMERS ROOFING AND INSULATING COMPANY	5425 W. Division Street	Parking	16-04-301-015-0000
UNITED SPRING & MANU- FACTURING COMPANY	848 N. Pulaski	Industrial	16-03-431-024-0000
MAC ALEXANDER	5440 W. Madison Street	Commercial	16-09-319-030-0000
SHERWIN YELLEN	2313-17 S. Kedzie	Commercial	16-25-107-005-0000

APPLICANT	PROPERTY ADDRESS	PROPOSED USE	PROPERTY INDEX NUMBER
UNIFIED INVESTORS & DEVELOPMENT CORPORATION	148 N. Cicero	Commercial	16-09-419-016-0000
	164 N. Cicero		16-09-419-014-0000
	172 N. Cicero		16-09-419-013-0000
THE NEIGHBORHOOD INSTITUTE	2200 E. 71st Street	Commercial and Parking lots	20-24-428-004-0000
	2228 E. 71st Street		20-24-428-008-0000
	2301 E. 71st Street		20-25-204-001-0000
	2306 E. 71st Street		20-24-429-003-0000
	1747 E. 71st Street		20-25-103-003-0000
	1755 E. 71st Street		20-25-103-004-0000
	1958 E. 71st Place		20-25-109-012-0000
	7040 S. Merrill		20-24-423-020-0000

(Continued from page 4019)

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 5 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) DOROTHY TILLMAN,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") has created the Chicago Tax Reactivation Program ("Program") which seeks to aid the private sector in the redevelopment and reuse of properties at the Scavenger Sale for the purposes of providing low and moderate income housing for its residents; and

WHEREAS, The Department of Housing has found those parties and parcels of real estate identified on Exhibit A attached hereto to be qualified to participate in the Program; and

WHEREAS, The City is interested in acquiring those parties identified on Exhibit A for conveyance to the qualified parties in furtherance of the Program; now, therefore,

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

SECTION 1. The Cook County Board of Commissioners ("Board") is hereby requested to enter a non-cash bid on those parcels identified on Exhibit A and to assign its interest in the properties to the City.

SECTION 2. The Commissioner of Housing is authorized to provide all necessary and required information to the Board to insure the entering of the non-cash bid and the assignment of County's interest in the properties to the City.

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

Exhibit A attached to this ordinance reads as follows:

*Exhibit A.*

Developer	Property Address	Number Of Units	Property Index Number
Hart Remodeling and Home Improvement Company			
R. Washington, Pres.	7552--7558 South Lafayette Avenue	12	20-28-405-040
Houston Powell	3538 South King Drive	12	17-34-312-052
Voice of the People	4130 North Kenmore Avenue	40	14-17-401-028
Drexel Partners	4915 South Drexel Boulevard	44	20-11-110-002
Ellis Partners	4001--4015 South Ellis Avenue	66	20-02-107-001
Kenwood-Oakland Community Organ.	4737--4739 South Ingleside Avenue	12	20-11-102-006
Kenwood-Oakland Community Organ.	4746--4748 South Ingleside Avenue	12	20-11-101-015
Kenwood-Oakland Community Organ.	4752--4756 South Ingleside Avenue	12	20-11-101-016
Kenwood-Oakland Community Organ.	4505 South Lake Park Avenue	10	20-02-404-018
Kenwood-Oakland Community Organ.	4910 South Blackstone Avenue	14	20-11-210-021

Developer	Property Address	Number Of Units	Property Index Number
Kenwood-Oakland Community Organ.	4119 South Ellis Avenue	36	20-02-116-001
Kenwood-Oakland Community Organ.	4014 South Drexel Boulevard	12	20-02-105-016
Grant Memorial Methodist Episcopal Church	846 East 40th Street	33	20-02-102-031
Grant Memorial Methodist Episcopal Church	4004 South Drexel Boulevard	18	20-02-105-012
Grant Memorial Methodist Episcopal Church	4045 South Drexel Boulevard	0	20-02-106-039
Grant Memorial Methodist Episcopal Church	4001 South Ellis Avenue	63	20-02-107-001
Grant Memorial Methodist Episcopal Church	4041 South Ellis Avenue	0	20-02-107-006
Grant Memorial Methodist Episcopal Church	4160 South Drexel Boulevard	0	20-02-111-022
Grant Memorial Methodist Episcopal Church	4164 South Drexel Boulevard	0	20-02-112-012



Developer	Property Address	Number Of Units	Property Index Number
Grant Memorial Methodist Episcopal Church	4145 South Drexel Boulevard	12	20-02-113-017
Grant Memorial Methodist Episcopal Church	4251--4259 South Drexel Boulevard		20-02-120-009
Grant Memorial Methodist Episcopal Church	4659 South Drexel Boulevard	88	20-02-316-009
Community Council of Kenwood	4447 South Greenwood Avenue	42	20-02-309-010

---

COOK COUNTY BOARD OF COMMISSIONERS REQUESTED  
TO ENTER NON-CASH BID AT TAX SCAVENGER  
SALE FOR SPECIFIED PARCELS  
IN VARIOUS WARDS.

The Committee on Housing submitted the following report:

CHICAGO, September 23, 1987.

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

Your Committee on Housing having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Bess Donaldson, Commissioner--Department of Housing (which was referred on September 16, 1987) authorizing the Mayor to approve:

A proposed ordinance authorizing the Department of Housing to request the Cook County Board of Commissioners to authorize the entering of a "non-cash bid" on behalf of the City, at the tax scavenger sale, on those properties identified in Exhibit A; located in the 2nd, 3rd, 4th, 16th, 20th, 24th, 25th, 27th, 42nd and 46th wards.

We recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 5 members of the committee, with no dissenting vote.

Respectfully submitted,  
(Signed) DOROTHY TILLMAN,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government as defined in Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a serious shortage of decent, safe and sanitary housing available to persons of low and moderate income; and

WHEREAS, The continuance of a shortage of housing affordable to persons of low and moderate income contributes to the decline of City neighborhoods and is harmful to the health, prosperity, economic stability and general welfare of the citizens of the City; and

WHEREAS, The Illinois Revenue Act provides for the sale of tax delinquent properties at the Scavenger Sale, and also provides that the County may enter a non-cash bid at the Scavenger Sale; and

WHEREAS, The Cook County Board of Commissioners ("Board") has established a process for making a non-cash bid at the Scavenger Sale at the request of the City and then transferring its interest in the property to the City for the purpose of rehabilitation or redevelopment as low and moderate income housing; and

WHEREAS, The City seeks to assemble parcels of land for low and moderate income housing redevelopment as identified in Exhibit A; now, therefore,

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

SECTION 1. The Cook County Board of Commissioners ("Board") is hereby requested to enter a non-cash bid on those parcels identified in Exhibit A and to assign its interest in said properties to the City.

SECTION 2. The Commissioner of the Department of Housing of the City of Chicago is authorized to provide all necessary and required information to the Board to insure the entering of the non-cash bid and the assignment of the County's interest in said properties to the City. The Commissioner of Housing is further authorized to delete from Exhibit A and the Supplement to Exhibit A those parcels which, in the discretion of the Commissioner of Housing, are found to be no longer appropriate for acquisition by the City.

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

[Exhibit A and Supplement to Exhibit A printed on pages  
4029 through 4072 of this Journal.]

---

## COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

---

### UNITED STATES CONGRESS AND CITY OF CHICAGO URGED TO REFRAIN FROM FUTURE BUSINESS WITH COLT FIREARMS DIVISION OF COLT INDUSTRIES PENDING LABOR SETTLEMENTS.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on May 13, 1987) memorializing the Congress of the United States to mandate the Department of Defense to refrain from awarding any new contracts to the Colt Firearms Division of Colt Industries until a settlement is reached with striking workers. The resolution urges the City of Chicago to do the same.

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

Respectfully submitted  
(Signed) ROMAN PUCINSKI,  
*Chairman.*

On motion of Alderman Pucinski, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays and follows:

(Continued on page 4073)



CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 3

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE

NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AREA THRU ADUNIT.

----- WARD-03 LOTTYPE=NONRESIDENTIAL -----

V	O	L	O	S	Z	H	S	T	X											
A	A	L	A	S	I	O	T	R	A											
A	S	E	A	T	P	U	E	E	M											
A	A	A	A	N	C	S	F	T	T											
R	S	D	A	A	O	E	T	D	D											
E	B	A	N	A	D	M	N	U	U											
E	P	T	D	A	D	E	M	U	E											
C	M	I	D	M	E	D	N	M	E											
K	E	T	R	E	E	O	O	M	E											
L	F	T	R	E	E	D	D	M	E											
27	252	20	03	422	016	0000	10-06-87	416	418	E	47	ST	60653	STYLIANOS	ANGELAKOS	416	47TH	ST	E	35682.70
28	252	20	03	422	017	0000	10-06-87	420	422	E	47	ST	60653	STYLIANOS	ANGELAKOS	420	47TH	ST	E	29070.44



CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 5

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE. SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE

NOTE: THE VARIABLE LOTTYPE MAY BE OBTAINED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED. FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE. COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE. ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AAREA THRU ALUMTY.

WARD-3 LOTTYPE-VACANT

Table with columns: S, A, V, L, A, S, A, U, A, S, B, P, N, A, N, D, D, I, C, D, I, M, R, R, E, S, T, H, Y, S, Z, I, P, C, N, O, A, M, N, M, E, T, H, O, R, E, S, T, X, T, K, A, M, Y, D, U, E, 31-68 (lot numbers), 20-87 (year), 013-014 (area), 0000 (type), 4600-5400 (address), S, PRAIRIE, KING, etc. (street), 60653-60615 (index), HENRY EDWARDS, MRS ANITA FOSTER, etc. (owner), 4500-5400 (address), PRAIRIE, MICHIGAN, etc. (street), 4500-5400 (index), etc. (description).

CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 6

LIST OF URBAN RENEMAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE. SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE

NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.

ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AREA THRU AUNIT.

WARD-3 LOTTYPE-VACANT

V	O	L	A	A	A	S	B	L	C	K	L	T	S	A	L	E	D	A	N	C	T	P	C	N	A	H	T	S	H	X	T
69	257	20	15	106	004	0000	0000	10-07-87	333	E	55	PL	60637	ERNEST MILES	329	56TH ST E	63210.36														
70	257	20	15	106	008	0000	0000	10-07-87	5537	S	PRAIRIE	60637	CENTRAL NAT BK 14248	5537	PRAIRIE AVE S	20931.10															
71	257	20	15	106	024	0000	0000	10-07-87	317	E	55	PL	60637	FEDERICK D POLLARD JR	321	55TH PL E	1555.17														
72	257	20	15	106	025	0000	0000	10-07-87	323	E	55	PL	60637	SUNNY LAV	323	55TH PL E	1341.00														
73	257	20	15	111	006	0000	0000	10-07-87	5625	S	PRAIRIE	60637	SOUTHTOWN INVESTMENT	5625	PRAIRIE AVE S	8804.45															
74	257	20	15	111	008	0000	0000	10-07-87	5641	S	PRAIRIE	60637	MCKEY & POAGUE	5631	PRAIRIE AVE S	3558.02															
75	257	20	15	111	009	0000	0000	10-07-87	5645	S	PRAIRIE	60637	WILLIE KENNEDY	5645	PRAIRIE AVE S	798.16															
76	257	20	15	113	006	0000	0000	10-07-87	5711	S	STATE	60621	MUCH MUSKANTOW CO	5709	STATE ST S	1155.94															
77	257	20	15	113	007	0000	0000	10-07-87	5713	S	STATE	60621	MUCH MUSKANTOW CO	5713	STATE ST S	1155.94															
78	257	20	15	113	008	0000	0000	10-07-87	5715	S	STATE	60621	MUCH MUSKANTOW CO	5715	STATE ST S	1686.57															
79	257	20	15	113	009	0000	0000	10-07-87	5717	S	STATE	60621	A LYLES	5717	STATE ST S	824.30															
80	257	20	15	113	010	0000	0000	10-07-87	5721	S	STATE	60621	LOUIS E ALPORT	5721	STATE ST S	30060.11															
81	257	20	15	118	012	0000	0000	10-07-87	5747	S	CALUMET	60637	OTTO F WEINER	5745	CALUMET AVE S	17710.48															



CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 9  
 LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
 SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE  
 NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
 FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
 COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
 ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AAREA THRU AUNIT.

----- WARD=4 LOTTYPE=RESIDENTIAL -----

V	O	L	A	A	S	B	P	N	A	D	A	N	C	N	Z	I	P	S	H	T	H	O	R	S	T	X	
A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
U	R	S	E	E	L	C	I	C	D	D	I	M	D	M	D	M	D	M	D	M	D	M	D	M	D	M	
S	E	A	C	K	L	T	E	V	R	R	R	E	E	E	E	E	E	E	E	E	E	E	E	E	E	E	

95 250 20 02 303 049 0000 10-05-87 4356 S GREENWOOD 60653 FRANK WHITAKER 4356 GREENWOOD AVE S 2825 15  
 101 250 20 02 309 010 0000 10-05-87 0 4441 4447 S GREENWOOD 60653 OWNER OF 4447 GREENWOOD AVE S 86041 09

CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 10

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION

SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE

NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.

FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.

COUNTY WARMS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.

ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AAREA THRU ALMNT.

WARD=4 LOTTYPE=VACANT

Table with columns: S, A, V, L, A, S, A, A, U, A, D, A, N, D, A, C, Y, R, E, T, T, E, S, H, T, X, T, A, M, Y, D, U, E. Rows contain property details including lot numbers, addresses, owner names, and legal descriptions.



CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 12  
LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE  
NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
COUNTY WARMS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AAREA THRU AUNIT.

WARD-4 LOTTYPE-VACANT

V	O	L	U	B	S	A	A	C	K	L	T	S	A	V	Z	H	S	T	X	T
181	250	20	02	405	032	0000	10-05-87	4569	S	DAKENWALD	60653	JEAN KLAPER	4569	DAKENWALD AVE S	3584	.85				
87	250	20	02	102	020	0000	10-05-87	842	E	40 ST	60653	WILLIAMS JEAN	3970	ELLIS AVE S	2830	.48				
88	250	20	02	102	029	0000	10-05-87	3962	S	ELLIS	60653	KYM JACKSON	3962	ELLIS AVE S	91246	.94				
88	250	20	02	113	005	0000	10-05-87	B 4115	S	DREXEL	60653	CHICAGO MET 1937	4115	DREXEL S	2068	.33				
83	250	20	02	301	026	0000	10-05-87	4318	S	ELLIS	60653	PARADISE M B CHURCH	4318	ELLIS AVE S	9143	.92				
82	250	20	02	302	038	0000	10-05-87	4346	S	BERKELEY	60653	REV LOUIS C PATTERSON	4346	BERKELEY AVE S	2993	.39				
93	250	20	02	303	015	0000	10-05-87	4333	S	BERKELEY	60653	NORTHERN FINANCE CO	4333	BERKELEY AVE S	2829	.66				
96	250	20	02	307	059	0000	10-05-87	0 4448	S	BERKELEY	60653	SADIE GRANT	4448	BERKELEY AVE S	1898	.65				
97	250	20	02	307	065	0000	10-05-87	0 4462	S	BERKELEY	60653	ROLLETTMENT JONES	4462	BERKELEY AVE S	2040	.68				
98	250	20	02	308	034	0000	10-05-87	4416	S	GREENWOOD	60653	O OWNER	4416	GREENWOOD AVE S	1175	.12				
88	250	20	02	308	008	0000	10-05-87	4433	S	GREENWOOD	60653	JAMES E CORMAN	4431	GREENWOOD AVE S	6080	.28				
103	250	20	02	400	061	0000	10-05-87	0 4414	S	DAKENWALD	60653	CHESTER COLLINS	4414	DAKENWALD AVE S	2252	.68				
13	250			20021070340000				4068	LAKE PARK AVE S		MONA B CAMERON		10-05-87	2060	.04					
15	250			20024000380000				0			NO NAME		10-05-87	3141	.88					

CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 13

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE. SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE

NOTE: THE VARIABLE LOTTYPE MAY BE OBTAINED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AAREA THRU AUMTY.

WARD-16 LOTTYPE=NONRESIDENTIAL

182	429	20	20	200	007	0000	10-27-87	1143	W 63 ST	60621	DOROTHY L BYNJM	1143	63RD ST W	4501.07
183	429	20	20	201	003	0000	10-27-87	1121	W 63 ST	60621	WILLIE FLEMING	1121	63RD ST W	3238.18
184	431	20	21	108	007	0000	10-28-87	6419	6429 S HALSTED	60621	SWAN REALTY	6419	HALSTED ST S	77480.00



CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 15

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
 SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE  
 NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
 FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
 COUNTY WARMS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
 ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AREA THRU AUNIT.

----- WARD-20 LOTTYPE-VACANT -----

V	O	L	A	A	A	A	S	B	P	N	A	U	A	A	S	A	V	Z	I	P	H	D	O	S	T	H	X							
207	260	20	23	217	002	0000	10-07-87	6413	S	H	A	R	P	E	R	6413	SHORE WOOD REALTY INC	6413	HARPER AVE S	6413	HARPER AVE S	6413	HARPER AVE S	6413	HARPER AVE S	6413	HARPER AVE S							
208	260	20	23	217	015	0000	10-07-87	1644	E	66	51	60637	KATE MAREMONT FUND	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	
209	260	20	23	217	015	0000	10-07-87	1648	E	66	51	60637	KATE MAREMONT FUND	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	
210	260	20	23	217	015	0000	10-07-87	1526	E	65	51	60637	KATE MAREMONT FUND	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	
211	260	20	23	217	015	0000	10-07-87	1526	E	65	51	60637	KATE MAREMONT FUND	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	
212	260	20	23	217	015	0000	10-07-87	1534	E	65	51	60637	KATE MAREMONT FUND	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	
213	260	20	23	217	015	0000	10-07-87	1554	E	65	51	60637	KATE MAREMONT FUND	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	
214	260	20	23	217	015	0000	10-07-87	1554	E	65	51	60637	KATE MAREMONT FUND	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	60637	KATE MAREMONT FUND	1526	65TH ST E	
215	260	20	23	217	016	0000	10-07-87	6450	S	STONY ISLAND	6450	6462 S STONY ISLAND	6450	STONY ISLAND	60637	ANTIDINE WILSON	6450	STONY ISLAND AVE S	60637	ANTIDINE WILSON	6450	STONY ISLAND AVE S	60637	ANTIDINE WILSON	6450	STONY ISLAND AVE S	60637	ANTIDINE WILSON	6450	STONY ISLAND AVE S	60637	ANTIDINE WILSON	6450	STONY ISLAND AVE S
216	260	20	23	226	003	0000	10-07-87	1513	E	MARQUETTE	1513	1513 MARQUETTE	1513	MARQUETTE	60637	EBONY REAL EST CORP	1513	MARQUETTE RD E	60637	EBONY REAL EST CORP	1513	MARQUETTE RD E	60637	EBONY REAL EST CORP	1513	MARQUETTE RD E	60637	EBONY REAL EST CORP	1513	MARQUETTE RD E	60637	EBONY REAL EST CORP	1513	MARQUETTE RD E
217	260	20	23	227	032	0000	10-07-87	1466	E	67	ST	60637	PERCY WILLIAMS JR	60637	PERCY WILLIAMS JR	1466	67TH ST E	60637	PERCY WILLIAMS JR	1466	67TH ST E	60637	PERCY WILLIAMS JR	1466	67TH ST E	60637	PERCY WILLIAMS JR	1466	67TH ST E	60637	PERCY WILLIAMS JR	1466	67TH ST E	
218	260	20	23	228	013	0000	10-07-87	1541	E	66	PL	60637	CHRISTIAN PR BAND UNB	60637	CHRISTIAN PR BAND UNB	1541	66TH PL E	60637	CHRISTIAN PR BAND UNB	1541	66TH PL E	60637	CHRISTIAN PR BAND UNB	1541	66TH PL E	60637	CHRISTIAN PR BAND UNB	1541	66TH PL E	60637	CHRISTIAN PR BAND UNB	1541	66TH PL E	
219	260	20	23	228	019	0000	10-07-87	1530	E	67	ST	60637	NORTHERN ILL IND PROPS	60637	NORTHERN ILL IND PROPS	1530	67TH ST E	60637	NORTHERN ILL IND PROPS	1530	67TH ST E	60637	NORTHERN ILL IND PROPS	1530	67TH ST E	60637	NORTHERN ILL IND PROPS	1530	67TH ST E	60637	NORTHERN ILL IND PROPS	1530	67TH ST E	
220	260	20	23	228	021	0000	10-07-87	1540	E	67	ST	60637	EUGENE H SCOTT	60637	EUGENE H SCOTT	1540	67TH ST E	60637	EUGENE H SCOTT	1540	67TH ST E	60637	EUGENE H SCOTT	1540	67TH ST E	60637	EUGENE H SCOTT	1540	67TH ST E	60637	EUGENE H SCOTT	1540	67TH ST E	
221	260	20	23	228	022	0000	10-07-87	1546	E	67	ST	60637	MARY SINSODINOS	60637	MARY SINSODINOS	1546	67TH ST E	60637	MARY SINSODINOS	1546	67TH ST E	60637	MARY SINSODINOS	1546	67TH ST E	60637	MARY SINSODINOS	1546	67TH ST E	60637	MARY SINSODINOS	1546	67TH ST E	









CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 19

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
 SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE  
 NOTE: THE VARIABLE LOTTYPE MAY BE OBTAINED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
 FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
 COUNTY MARKS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
 ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AREA THRU AUMT.

WARD=24 LOTTYPE=VACANT

V	O	L	A	A	S	A	V	A	S	H	T	S	T	X	
D	U	R	S	B	P	N	A	M	D	D	A	C	N	A	
B	M	E	E	L	C	I	T	C	D	D	I	M	E	D	
S	E	A	C	K	L	T	E	V	R	R	E	E	M	E	
336	569	16	23	128	027	0000	12-08-87	1534	S	MILLARD	60623	ROBERT REYNOLDS	1534	MILLARD AVE S	557.95
337	569	16	23	205	019	0000	12-08-87	1235	S	CHRISTIANA	60623	SYLVIA DAVENPORT	1235	CHRISTIANA AVE S	557.95
338	569	16	23	205	020	0000	12-08-87	1237	S	CHRISTIANA	60623	THEODORE J COHEN	1237	CHRISTIANA AVE S	939.83
339	569	16	23	205	021	0000	12-08-87	1239	S	CHRISTIANA	60623	MR MRS RILEY	1239	CHRISTIANA AVE S	557.95
340	569	16	23	205	023	0000	12-08-87	1247	S	CHRISTIANA	60623	GENERAL FEDERAL	1247	CHRISTIANA AVE S	1878.60
341	569	16	23	205	025	0000	12-08-87	1251	S	CHRISTIANA	60623	OLIVER C GIDDINGS	1251	CHRISTIANA AVE S	7155.19
342	569	16	23	205	028	0000	12-08-87	1214	S	SPAULDING	60623	SAC HT LO SPIRIT CHURCH	1214	SPAULDING AVE S	2019.33
343	569	16	23	205	031	0000	12-08-87	1224	S	SPAULDING	60623	JERRY ORTIZ	1224	SPAULDING AVE S	557.95
344	569	16	23	205	033	0000	12-08-87	1238	S	SPAULDING	60623	CITY REALTY EXCHANGE	1238	SPAULDING AVE S	2176.61
345	569	16	23	205	034	0000	12-08-87	1230	S	SPAULDING	60623	RAY MASSIE	1230	SPAULDING AVE S	698.77
346	569	16	23	205	027	0000	12-08-87	1218	S	SAWYER	60623	RAYMOND HAMILTON	1220	SAWYER AVE S	939.83
347	569	16	23	206	036	0000	12-08-87	1244	S	SAWYER	60623	BERKELEY HAYES	1246	SAWYER AVE S	557.95
348	569	16	23	206	037	0000	12-08-87	1246	S	SAWYER	60623	JOHN LUMKINS	1246	SAWYER AVE S	849.24
349	569	16	23	206	039	0000	12-08-87	1250	S	SAWYER	60623	SACRED HEART CHURCH	1250	SAWYER AVE S	2729.95
350	569	16	23	206	041	0000	12-08-87	1256	S	SAWYER	60623	MS LILLIE WASHINGTON	1256	SAWYER AVE S	10410.63
351	569	16	23	208	007	0000	12-08-87	3541	W 13 PL	60623	WILSON WILLIAMS	3541	13TH PL W	1811.88	
352	569	16	23	208	011	0000	12-08-87	3523	W 13 PL	60623	R.E. TAXPAYER	3523	13TH PL W	557.95	
353	569	16	23	213	016	0000	12-08-87	1316	S	KEDZIE	60623	T WEINER	1316	KEDZIE AVE S	1882.96
354	569	16	23	213	018	0000	12-08-87	1320	S	KEDZIE	60623	WOODROW WILSON	1320	KEDZIE AVE S	2579.44
355	569	16	23	213	019	0000	12-08-87	1322	S	KEDZIE	60623	BERRY HOWARD	1322	KEDZIE AVE S	782.51
356	569	16	23	213	020	0000	12-08-87	1326	S	KEDZIE	60623	TAXPAYER	1326	KEDZIE AVE S	3512.59
357	569	16	23	213	022	0000	12-08-87	1332	S	KEDZIE	60623	WOODROW WILSON	1332	KEDZIE AVE S	839.83
358	569	16	23	214	017	0000	12-08-87	1414	S	DRAKE	60623	WILLIAM ROSS	1414	DRAKE AVE S	939.83
359	569	16	23	214	020	0000	12-08-87	1424	S	DRAKE	60623	ABG INVSTYS & B GILBERG	1424	DRAKE AVE S	828.48
360	569	16	23	214	021	0000	12-08-87	1426	S	DRAKE	60623	TAXPAYER	1426	DRAKE AVE S	2751.99
361	569	16	23	214	022	0000	12-08-87	1428	S	DRAKE	60623	TAXPAYER	1428	DRAKE AVE S	2695.07
362	569	16	23	214	023	0000	12-08-87	1432	S	DRAKE	60623	CLAIR CHRISTIAN CENTER	1432	DRAKE AVE S	2097.62
363	569	16	23	214	024	0000	12-08-87	1434	S	DRAKE	60623	S CARTER FOUNTAIN	1434	DRAKE AVE S	606.87
364	569	16	23	214	025	0000	12-08-87	1438	S	DRAKE	60623	EUGENE HARRIS	1438	DRAKE AVE S	1409.39
365	569	16	23	214	026	0000	12-08-87	1440	S	DRAKE	60623	NORTHERN FINANCE CO	1440	DRAKE AVE S	4762.17
366	569	16	23	215	013	0000	12-08-87	1433	S	DRAKE	60623	G R BOBO	1437	DRAKE AVE S	451.10
367	569	16	23	215	014	0000	12-08-87	1437	S	DRAKE	60623	SUPREME LIFE INS CO	1437	DRAKE AVE S	1127.89
368	569	16	23	215	015	0000	12-08-87	1437	S	DRAKE	60623	SUPREME LIFE INS CO	1437	DRAKE AVE S	6062.34
369	569	16	23	215	016	0000	12-08-87	1441	S	DRAKE	60623	MAX BENDER	1441	DRAKE AVE S	3775.20
370	569	16	23	215	018	0000	12-08-87	1445	S	DRAKE	60623	MATTIE OMFENS	1445	DRAKE AVE S	1115.82
371	569	16	23	215	019	0000	12-03-87	1449	S	DRAKE	60623	JOHN B PORTWOOD	1449	DRAKE AVE S	1665.07
372	569	16	23	217	006	0000	12-08-87	1425	S	TRUMBULL	60623	BURTON HILL	1425	TRUMBULL AVE S	
373	569	16	23	217	009	0000	12-08-87	1433	S	TRUMBULL	60623	ARTHUR D GRIFFIN	1433	TRUMBULL AVE S	





CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 22

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE

NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AREA THRU ADUIT.

----- WARD-27 LOTTYPE=RESIDENTIAL -----

V	O	L	A	A	S	A	U	A	A	S	L	H	A	A	S	T	Z	H	S	T	X
0	A	A	A	S	A	U	A	A	A	S	L	H	A	A	S	T	Z	H	S	T	X
L	A	A	S	B	P	N	A	N	D	D	D	A	A	N	C	P	T	O	R	A	A
O	U	R	S	E	L	C	I	C	D	D	I	M	D	A	D	E	N	S	E	E	M
S	E	A	C	K	L	T	E	Y	R	R	R	E	E	E	E	E	E	D	N	M	E

423 593 17 18 205 024 0000 12-17-87 , 1754 W MONROE 60612 LAWDALE N BK TR5535 1754 MONROE ST W 2423.50

CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 21  
LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE. SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE

NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AREA THRU AUNIT.

WARD=25 LOTTYPE=VACANT

Table with columns: V, O, U, B, S, A, L, E, D, A, A, S, B, P, C, I, T, A, V, C, L, H, T, S, I, Z, T, H, S, T, X. Rows contain property details including lot numbers, addresses, owner names, and tax information.

Summary table with columns: NO. NAME, NO. NAME, NO. NAME, NO. NAME. Rows show counts for various property names like 'WASHTENAW' and 'OGDEN'.

CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 23

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION
SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE
NOTE: THE VARIABLE LOTTYPE MAY BE OBTAINED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.
FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.
COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.
ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AREA THRU AUNITY.

WARD=27 LOTTYPE=VACANT

Table with columns: S, A, V, Z, H, T, X, L, E, C, L, H, S, I, P, R, T, A, A, S, A, U, A, A, A, A, N, C, N, E, E, O, U, R, S, B, P, N, A, N, D, D, A, A, O, A, M, E, E, L, C, I, T, M, D, M, N, U, S, E, A, C, K, L, E, Y, R, E, E. Rows contain property details including address, date, owner name, and lot type.



CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 24

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION
SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE
NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.
FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.
COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.
ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AREA THRU AUNIT.

WARD-27 LOTTYPE-VACANT

Table with columns: S, A, V, L, A, S, I, Z, H, T, S, T, X. Rows list property details including lot numbers, addresses, owner names, and sale prices.

CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 25

LIST OF URBAN RENEWAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
 SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE  
 NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
 FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
 COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
 ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AAREA THRU ADUNIT.

----- WARD-27 LOTTYPE-VACANT -----

V	O	L	A	A	A	A	S	A	V	S	Z	H	S	T	X	
0	U	R	S	B	A	P	N	D	A	2015	60612	2015	2015	MADISON		
M	E	E	L	C	T	C	I	M	A	WEST SIDE ORGANIZATION	60612	2015	2015	MADISON		
S	E	A	C	K	L	T	E	R	R	WEST SIDE ORGANIZATION	60612	2015	2015	MADISON		
500	593	17	18	104	002	0000	12-17-87	W	MADISON	60612	60612	2015	2015	MADISON	ST W	3852.14
501	593	17	18	104	005	0000	12-17-87	W	SEELEY	60612	60612	2015	2015	SEELEY	AVE S	942.06
502	593	17	18	104	019	0000	12-17-87	W	MONROE	60612	60612	2008	2008	MONROE	ST W	1932.09
503	593	17	18	107	010	0000	12-17-87	W	MONROE	60612	60612	2241	2241	MONROE	ST W	600.47
504	593	17	18	107	019	0000	12-17-87	W	BELL	60612	60612	116	116	BELL	AVE S	598.74
505	593	17	18	107	029	0000	12-17-87	W	ADAMS	60612	60612	2240	2240	ADAMS	ST W	505.79
506	593	17	18	107	040	0000	12-17-87	W	OAKLEY	60612	60612	125	125	OAKLEY	S	789.67
507	593	17	18	108	001	0000	12-17-87	W	MONROE	60612	60612	2227	2227	MONROE	ST W	2509.61
508	593	17	18	108	005	0000	12-17-87	W	MONROE	60612	60612	2217	2217	MONROE	ST W	678.43
509	593	17	18	108	008	0000	12-17-87	W	MONROE	60612	60612	2209	2209	MONROE	ST W	2171.83
510	593	17	18	108	016	0000	12-17-87	W	BELL	60612	60612	127	127	BELL	AVE S	1723.59
511	593	17	18	108	017	0000	12-17-87	W	ADAMS	60612	60612	2228	2228	ADAMS	ST W	2354.00
512	593	17	18	108	018	0000	12-17-87	W	ADAMS	60612	60612	2226	2226	ADAMS	ST W	420.18
513	593	17	18	108	023	0000	12-17-87	W	LEAVITT	60612	60612	120	120	LEAVITT	ST S	1696.98
514	593	17	18	108	037	0000	12-17-87	W	LEAVITT	60612	60612	138	138	LEAVITT	ST S	272.67
515	593	17	18	108	044	0000	12-17-87	W	MONROE	60612	60612	2219	2219	MONROE	ST W	5095.06
516	593	17	18	109	010	0000	12-17-87	W	LEAVITT	60612	60612	125	125	LEAVITT	ST S	485.36
517	593	17	18	112	003	0000	12-17-87	W	MONROE	60612	60612	2021	2021	MONROE	ST W	416.11
518	593	17	18	112	023	0000	12-17-87	W	ADAMS	60612	60612	2024	2024	ADAMS	ST W	1331.66
519	593	17	18	112	024	0000	12-17-87	W	ADAMS	60612	60612	2022	2022	ADAMS	ST W	618.68
520	593	17	18	112	025	0000	12-17-87	W	ADAMS	60612	60612	2020	2020	JASPER	PL S	613.41
521	593	17	18	112	029	0000	12-17-87	W	ADAMS	60612	60612	2000	2000	ADAMS	ST W	2784.33
522	593	17	18	113	012	0000	12-17-87	W	ADAMS	60612	60612	2343	2343	ADAMS	ST W	3780.37
523	593	17	18	113	014	0000	12-17-87	W	ADAMS	60612	60612	2339	2339	ADAMS	ST W	3616.59
524	593	17	18	113	029	0000	12-17-87	W	OAKLEY	60612	60612	208	208	OAKLEY	S	213.84
525	593	17	18	113	036	0000	12-17-87	W	JACKSON	60612	60612	2336	2336	JACKSON	BLVD W	352.04
526	593	17	18	113	038	0000	12-17-87	W	JACKSON	60612	60612	2332	2332	JACKSON	BLVD W	696.83
527	593	17	18	113	039	0000	12-17-87	W	JACKSON	60612	60612	2330	2330	JACKSON	BLVD W	489.84
528	593	17	18	113	046	0000	12-17-87	W	JACKSON	60612	60612	2314	2314	JACKSON	BLVD W	378.21
529	593	17	18	113	054	0000	12-17-87	W	ADAMS	60612	60612	2323	2323	ADAMS	ST W	1498.12
530	593	17	18	113	055	0000	12-17-87	W	ADAMS	60612	60612	2321	2321	ADAMS	ST W	2532.80
531	593	17	18	114	009	0000	12-17-87	W	ADAMS	60612	60612	2245	2245	ADAMS	ST W	2095.35
532	593	17	18	114	020	0000	12-17-87	W	JACKSON	60612	60612	2254	2254	JACKSON	BLVD W	597.22
533	593	17	18	114	021	0000	12-17-87	W	JACKSON	60612	60612	2252	2252	JACKSON	BLVD W	405.41
534	593	17	18	114	026	0000	12-17-87	W	JACKSON	60612	60612	2242	2242	JACKSON	BLVD W	501.06
535	593	17	18	114	027	0000	12-17-87	W	JACKSON	60612	60612	2238	2238	JACKSON	BLVD W	564.60
536	593	17	18	115	006	0000	12-17-87	W	ADAMS	60612	60612	2217	2217	ADAMS	ST W	277.04
537	593	17	18	115	007	0000	12-17-87	W	BELL	60612	60612	211	211	BELL	AVE S	419.81







CITY OF CHICAGO TAX REACTIVATION PROGRAM 23:44 TUESDAY, SEPTEMBER 15, 1987 30

LIST OF URBAN RENEMAL PROPERTIES TO BE ACQUIRED IN THE REDEVELOPMENT STUDY AREAS AT THE 1987 SCAVENGER SALE, SORTED BY WARD.

PRODUCED BY CITY OF CHICAGO DEPARTMENT OF HOUSING PLANNING SECTION  
SOURCE: MERGING OF COUNTY SCAVENGER SALE LIST AND CITY HARRIS FILE

NOTE: THE VARIABLE LOTTYPE MAY BE OUTDATED BECAUSE OF RECENT CHANGES AFTER THE AREA WAS LAST SURVEYED.  
FIRST ADDRESS SHOWN IS FROM CITY HARRIS FILE. SECOND ADDRESS SHOWN IS FROM COUNTY SCAVENGER SALE FILE.  
COUNTY WARNS THAT THEIR ADDRESSES MAY BE INACCURATE. CITY FILE ADDRESS IS LISTED AS POSSIBLE ALTERNATIVE.  
ALWAYS RELY ON THE PROPERTY INDEX NUMBER WHEN USING THIS LIST. THE PROPERTY INDEX NUMBER CONSISTS OF VARIABLES AREA THRU ALMIT.

WARD-46 LOTTYPE-VACANT

V	O	L	O	S	A	S	Z	H	S	T	X
U	R	A	A	L	A	T	P	O	R	A	A
E	E	S	B	E	V	N	C	U	E	M	M
S	E	C	P	A	A	A	D	S	E	T	D
	A	K	L	T	C	D	O	E	N	M	U
				E	Y	R	E	O	M	M	E
608	478	14	17	104	021	0000	60640	4706	MAGNOLIA AVE N	6450.22	
609	478	14	17	108	013	0000	60640	4650	MALDEN ST N	6321.06	
610	478	14	17	111	001	0000	60640	4655	MAGNOLIA AVE N	10230.59	
611	478	14	17	111	002	0000	60640	4651	MAGNOLIA AVE N	12477.31	
612	478	14	17	111	004	0000	60640	4641	MAGNOLIA AVE N	8581.68	
613	478	14	17	116	018	0000	60640	4532	MALDEN ST N	120695.67	
614	478	14	17	117	003	0000	60640	4541	MALDEN ST N	28755.99	
615	478	14	17	117	012	0000	60640	4530	MAGNOLIA AVE N	12073.67	
616	478	14	17	118	008	0000	60640	4511	MAGNOLIA AVE N	5765.88	
617	478	14	17	124	013	0000	60640	4436	MAGNOLIA AVE N	7325.77	
618	478	14	17	125	004	0000	60640	4435	MAGNOLIA AVE N	9195.95	
619	478	14	17	125	009	0000	60640	4401	MAGNOLIA AVE N	10164.82	
620	478	14	17	125	011	0000	60640	4444	RACINE AVE N	6704.74	
621	478	14	17	224	004	0000	60640	4429	CLIFTON AVE N	29024.41	
622	478	14	17	224	004	0000	60640	4435	RACINE AVE N	6487.67	
623	478	14	17	401	021	0000	60613	4226	KENMORE AVE N	2103.35	
624	478	14	17	401	026	0000	60613	4144	KENMORE AVE N	16550.58	
625	478	14	17	401	040	0000	60613	4048	KENMORE AVE N	5055.40	
626	478	14	17	401	043	0000	60613	4032	KENMORE AVE N	3868.46	

## SUPPLEMENT TO EXHIBIT A.

253	20-10-310-028	5441 South Michigan	(3rd Ward)
253	20-10-201-018-8002	4735 South Vincennes	(3rd Ward)
572	16-24-207-020	1313 South Fairfield	(25th Ward)
572	16-24-207-076	1258 South Washtenaw	(25th Ward)

<u>PROPERTY INDEX NUMBER</u>	<u>PROPERTY ADDRESS &amp; STREET NAME</u>
<del>20-10-123-017-0000</del>	<del>5000-06 S King Drive</del>
20-10-306-035-0000	5204-06 S King Drive
<del>20-10-313-011-0000</del>	<del>5300-10 S King Drive</del>
<del>20-10-123-013-0000</del>	<del>5316-18 S King Drive</del>
20-10-123-025-0000	5034 S King Drive
<del>20-10-123-021-0000</del>	<del>5026 S King Drive</del>
<del>20-10-306-040-0000</del>	<del>5228 S King Drive</del>
20-10-123-018-0000	5008 S King Drive
<del>20-10-306-033-0000</del>	<del>5178 S King Drive</del>
20-10-306-041-0000	5234 S King Drive
20-10-306-042-0000	5236 S King Drive
<del>20-10-316-009-0000</del>	<del>5400 S King Drive</del>
<del>20-10-316-010-0000</del>	<del>5410 S King Drive</del>
20-15-106-018-0000	5520 S King Drive



<u>PROPERTY INDEX NUMBER</u>	<u>PROPERTY ADDRESS &amp; STREET NAME</u>
<del>20-10-305-022-0000</del>	<del>5150-52 S Calumet</del>
20-10-306-017-0000	5157-61 S Calumet
<del>20-10-306-022-0000</del>	<del>5205-07 S Calumet</del>
20-10-306-026-0000	5225 S Calumet
<del>20-10-306-030-0000</del>	<del>5245 S Calumet</del>
<del>20-10-313-010-0000</del>	<del>5353-59 S Calumet</del>
<del>20-10-312-031-0000</del>	<del>5356-58 S Calumet</del>
20-10-305-045-0000	5240-42 S Calumet
20-10-122-010-0000	5008 S Calumet
<del>20-10-123-014-0000</del>	<del>5041 S Calumet</del>
20-10-306-007-0000	5131 S Calumet
20-10-306-008-0000	5135 S Calumet
<del>20-10-305-051-0000</del>	<del>5202 S Calumet</del>
<del>20-10-305-058-0000</del>	<del>5216 S Calumet</del>
<del>20-10-305-059-0000</del>	<del>5216 S Calumet</del>
20-10-306-025-0000	5217 S Calumet
<del>20-10-305-060-0000</del>	<del>5218 S Calumet</del>
20-10-313-003-0000	5319 S Calumet
<del>20-10-316-007-0000</del>	<del>5425 S Calumet</del>
<del>20-10-315-025-0000</del>	<del>5432 S Calumet</del>
20-10-123-001-0000	5001 S Calumet
20-10-123-002-0000	5007 S Calumet
20-10-123-003-0000	5009 S Calumet
20-10-123-005-0000	5015 S Calumet
20-10-123-011-0000	5027 S Calumet
20-10-123-024-0000	5031 S Calumet
20-10-122-015-0000	5034 S Calumet
20-10-123-013-0000	5035 S Calumet
20-10-305-020-0000	5118 S Calumet
20-10-306-015-0000	5132 S Calumet
20-10-306-009-0000	5137 S Calumet
20-10-305-010-0000	5139 S Calumet
20-10-305-023-0000	5156 S Calumet
<del>20-10-305-035-0000</del>	<del>5166 S Calumet</del>
20-10-305-042-0000	5232 S Calumet
20-10-306-044-0000	5236 S Calumet
<del>20-10-306-029-0000</del>	<del>5237 S Calumet</del>

9/23/87

REPORTS OF COMMITTEES

4059

PROPERTY INDEX NUMBER

PROPERTY ADDRESS & STREET NAME

20-10-312-018-0000	5300	S Calumet
20-10-313-001-0000	5305	S Calumet
20-10-312-020-0000	5310	S Calumet
20-10-312-019-0000	5312	S Calumet
20-10-316-001-0000	5401	S Calumet
20-10-316-003-0000	5413	S Calumet
20-10-315-022-0000	5425-28	S Calumet

PROPERTY INDEX NUMBERPROPERTY ADDRESS & STREET NAME

<u>PROPERTY INDEX NUMBER</u>	<u>PROPERTY ADDRESS &amp; STREET NAME</u>
20-10-121-023-0000	5000-00 S. Prairie
<del>20-10-304-038-0000</del>	<del>5204-06 S. Prairie</del>
<del>20-10-305-028-0000</del>	<del>5231-39 S. Prairie</del>
<del>20-10-305-029-0000</del>	<del>5237-39 S. Prairie</del>
<del>20-10-311-024-0000</del>	<del>5326-28 S. Prairie</del>
20-10-122-004-0000	5021 S. Prairie
<del>20-10-305-001-0000</del>	<del>5109 S. Prairie</del>
20-10-305-061-0000	5211-39 S. Prairie
20-15-103-010-0000	5500-12 S. Prairie
20-15-103-011-0000	5512 S. Prairie
<del>20-10-121-032-0000</del>	<del>5040-42 S. Prairie</del>
<del>20-10-305-025-0000</del>	<del>5201-03 S. Prairie</del>
<del>20-10-305-031-0000</del>	<del>5253-55 S. Prairie</del>
<del>20-10-305-032-0000</del>	<del>5257-59 S. Prairie</del>
20-10-312-009-0000	5327 S. Prairie
<del>20-10-311-027-0000</del>	<del>5340-42 S. Prairie</del>
<del>20-10-311-028-0000</del>	<del>5342 S. Prairie</del>
20-10-311-029-0000	5344 S. Prairie
<del>20-10-312-014-0000</del>	<del>5345 S. Prairie</del>
<del>20-10-315-028-0000</del>	<del>5445 S. Prairie</del>
20-10-121-033-0000	5044 S. Prairie
20-10-305-005-0000	5127 S. Prairie
20-10-305-006-0000	5129 S. Prairie
20-10-305-007-0000	5131 S. Prairie
20-10-304-019-0000	5142 S. Prairie
20-10-305-024-0000	5162 S. Prairie
20-10-304-036-0000	5166 S. Prairie
20-10-304-042-0000	5220 S. Prairie
20-10-304-043-0000	5226 S. Prairie
20-10-304-044-0000	5230 S. Prairie
20-10-304-045-0000	5232 S. Prairie
20-10-304-046-0000	5234 S. Prairie
20-10-304-048-0000	5240 S. Prairie
20-10-304-049-0000	5246 S. Prairie
20-10-312-002-0000	5309 S. Prairie
20-10-311-019-0000	5310 S. Prairie
20-10-311-020-0000	5316 S. Prairie
20-10-311-021-0000	5318 S. Prairie
<del>20-10-312-013-0000</del>	<del>5341 S. Prairie</del>
20-10-312-015-0000	5351 S. Prairie

<u>PROPERTY INDEX NUMBER</u>	<u>PROPERTY ADDRESS &amp; STREET NAME</u>
20-10-312-016-0000	5353 S. Prairie
<del>20-10-314-014-0000</del>	<del>5400 S. Prairie</del>
<del>20-10-315-001-0000</del>	<del>5401 S. Prairie</del>
<del>20-10-315-002-0000</del>	<del>5405 S. Prairie</del>
<del>20-10-314-016-0000</del>	<del>5412 S. Prairie</del>
<del>20-10-314-017-0000</del>	5414 S. Prairie
<del>20-10-314-018-0000</del>	<del>5416 S. Prairie</del>
<del>20-10-315-004-0000</del>	5419 S. Prairie
<del>20-10-315-007-0000</del>	<del>5429 S. Prairie</del>
20-10-314-022-0000	5438 S. Prairie
<del>20-10-315-027-0000</del>	5439 S. Prairie
20-10-314-023-0000	5442 S. Prairie
20-15-106-001-0000	5521 S. Prairie
<del>20-15-106-008-0000</del>	<del>5537 S. Prairie</del>
20-15-105-018-0000	5538 S. Prairie

<u>PROPERTY INDEX NUMBER</u>	<u>PROPERTY ADDRESS &amp; STREET NAME</u>	
20-10-302-037-0000	5178	S Indiana
<del>20-11-303-018-0000</del>	<del>5220-32</del>	<del>S Indiana</del>
20-10-304-035-0000	5261	S Indiana
<del>20-10-310-041-0000</del>	<del>5336</del>	<del>S Indiana</del>
<del>20-10-314-001-0000</del>	<del>5401-03</del>	<del>S Indiana</del>
<del>20-15-102-105-0000</del>	<del>5532-34</del>	<del>S Indiana</del>
<del>20-15-103-003-0000</del>	<del>5511-15</del>	<del>S Indiana</del>
20-10-304-024-0000	5219	S Indiana
<del>20-10-303-013-0000</del>	<del>5220</del>	<del>S Indiana</del>
<del>20-10-304-029-0000</del>	<del>5220</del>	<del>S Indiana</del>
<del>20-10-304-031-0000</del>	<del>5241-43</del>	<del>S Indiana</del>
20-10-304-032-0000	5245-47	S Indiana
<del>20-10-304-034-0000</del>	<del>5255</del>	<del>S Indiana</del>
<del>20-10-310-030-0000</del>	<del>5306</del>	<del>S Indiana</del>
20-10-310-031-0000	5308	S Indiana
<del>20-10-310-042-0000</del>	<del>5338</del>	<del>S Indiana</del>
20-10-311-034-0000	5353	S Indiana
<del>20-10-314-004-0000</del>	<del>5311-15</del>	<del>S Indiana</del>
20-10-302-020-0000	5122	S Indiana
20-10-302-031-0000	5160	S Indiana
20-10-302-036-0000	5176	S Indiana
20-10-303-021-0000	5248	S Indiana
20-10-310-034-0000	5316	S Indiana
20-15-103-001-0000	5501	S Indiana
20-15-102-011-0000	5516	S Indiana
20-15-105-002-0000	5523	S Indiana
20-15-105-003-0000	5525	S Indiana
20-15-102-017-0000	5542	S Indiana

PROPERTY INDEX NUMBERPROPERTY ADDRESS & STREET NAME

20-10-305-001-000

301-07 E. 51st Street

20-10-500-022-0000

319 E. 51st Street

PROPERTY INDEX NUMBERPROPERTY ADDRESS & STREET NAME

<del>20-10-314-001-0000</del>	<del>161-09</del>	<del>E 54th Street</del>
20-10-312-031-0000	326-28	E 54th Street
<del>20-10-313-010-0000</del>	<del>352-38</del>	<del>E 54th Street</del>
20-10-315-014-0000	321-35	E 54th Street
20-10-314-002-0000	215-17	E 54th Street
20-10-311-035-0000	200	E 54th Street

<u>PROPERTY INDEX NUMBER</u>	<u>PROPERTY ADDRESS &amp; STREET NAME</u>
20-15-104-008-0000	337 E Garfield
20-15-104-006-0000	325-29 E Garfield
20-15-104-009-0000	339 E Garfield
20-15-104-010-0000	343-45 E Garfield
20-09-415-002-0000	348 E Garfield
<del>20-15-104-011-0000</del>	<del>E Garfield</del>



PROPERTY INDEX NUMBERPROPERTY ADDRESS & STREET NAME

20-03-300-017-0000	19-31	E 43rd Street
20-03-400-020-0000	447-61	E 43rd Street
20-03-301-002-0000	51	E 43rd Street
20-03-301-003-0000	57	E 43rd Street
20-03-500-033-0000	317	E 43rd Street
20-03-400-018-0000	419	E 43rd Street
20-03-302-010-0000	119	E 43rd Street
20-03-304-024-0000	319	E 43rd Street

9/23/87

REPORTS OF COMMITTEES

4067

PROPERTY INDEX NUMBER

PROPERTY ADDRESS & STREET NAME

20-03-323-019-000

4640-48 S King Drive

PROPERTY INDEX NUMBERPROPERTY ADDRESS & STREET NAME

20-10-305-001-0000  
20-10-500-022-8002  
20-10-305-018-000

301-07 E. 51st Street  
319 E. 51st Street  
331 E. 51st Street

9/23/87

REPORTS OF COMMITTEES

4069

<u>PROPERTY INDEX NUMBER</u>	<u>PROPERTY ADDRESS &amp; STREET NAME</u>
20-10-111-001-0000	347-49 E 47th Street
20-10-105-004-0000	353-71 E 47th Street
<del>20-03-422-017-0000</del>	<del>420-22 E 47th Street</del>
20-03-422-018-0000	424-26 E 47th Street
20-03-422-019-0000	428-34 E 47th Street
20-10-101-002-0000	49-51 E 47th Street
<del>20-03-422-016-0000</del>	<del>416-18 E 47th Street</del>
20-03-424-022-0000	526-28 E 47th Street
<del>20-10-200-014-0000</del>	<del>451 E 47th Street</del>

<u>PROPERTY INDEX NUMBER</u>	<u>PROPERTY ADDRESS &amp; STREET NAME</u>
20-03-318-001-0000	4601 S State
20-10-100-015-0000	4747 S State
20-03-318-007-0000	4631-41 S State
20-03-318-009-0000	4649-53 S State
20-10-100-003-0000	4707 S State
20-03-413-061-0000	5246-52 S State
20-10-307-006-0000	5323 S State
20-10-307-037-0000	5325-29 S State
20-10-307-037-0000	5331-37 S State
20-10-307-012-0000	5339 S State
20-10-307-013-0000	5343 S State
20-10-100-011-0000	4731 S State

<u>PROPERTY INDEX NUMBER</u>	<u>PROPERTY ADDRESS &amp; STREET NAME</u>
20-10-301-024-0000	5213 S Wabash
20-10-100-023-0000	4712 S Wabash
20-10-100-039-0000	4742 S Wabash
20-10-100-011-0000	4743 S Wabash
20-10-107-005-0000	4817 S Wabash
20-10-113-007-0000	4915 S Wabash
20-10-119-003-0000	5009 S Wabash
20-10-301-022-0000	5209 S Wabash
20-10-307-014-0000	5300 S Wabash
20-10-309-007-0000	5319 S Wabash
20-10-100-025-0000	4718 S Wabash
20-10-100-027-0000	4722 S Wabash
20-10-100-037-0000	4724 S Wabash
20-10-100-032-0000	4738 S Wabash
20-10-100-034-0000	4746 S Wabash
20-10-119-002-0000	5007 S Wabash
20-10-300-037-0000	5108 S Wabash
20-10-301-002-0000	5111 S Wabash

PROPERTY INDEX NUMBER

20-10-301-003-0000  
20-10-301-065-0000  
20-10-301-025-0000  
20-10-301-031-0000  
20-10-307-019-0000  
20-10-309-005-0000  
20-10-309-009-0000  
20-10-307-024-0000

PROPERTY ADDRESS & STREET NAME

5115 S. Wabash  
5121 S. Wabash  
5221 S. Wabash  
5241 S. Wabash  
5312 S. Wabash  
5315 S. Wabash  
5323 S. Wabash  
5328 S. Wabash

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, Over 1000 Colt Firearms Division Workers in Hartford, Connecticut have been without a contract for two years and on strike for one year against a corporation headquartered in New City; and

WHEREAS, Despite a profit of \$132 million in 1985, Colt Firearms demanded a wage freeze, a reduction in health insurance benefits and called in strikebreakers; and

WHEREAS, The Connecticut State Labor Department has declared the dispute a lock-out because Colt Firearms has rejected union offers to return to work, and has been found by the National Labor Relations Board to be in violation of federal labor laws; and

WHEREAS, Colt Firearms has contracts with the United States Department of Defense and does substantial business with the City of Chicago; and

WHEREAS, The City Council of the City of Chicago wishes to express its solidarity with the Colt Firearms Division workers; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago calls upon the Chicago congressional delegation to press Congress to mandate that the Department of Defense refrain from awarding any new contracts to the Colt Firearms Division of Colt Industries; and

*Be It Further Resolved*, That the City Council of the City of Chicago calls upon the City of Chicago to refrain from any further purchases of Colt Firearms until Colt reaches an equitable settlement with its striking workers; and

*Be It Further Resolved*, That the City Council of the City of Chicago urges Colt Industries to negotiate in good faith with its workers.

---

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO ENTER INTO  
AGREEMENT WITH COUNTY OF COOK CONCERNING ARCHITECTURAL  
SERVICES FOR AND CONSTRUCTION OF UNDERGROUND  
PEDESTRIAN WALKWAY BETWEEN CITY  
HALL/COUNTY BUILDING AND STATE  
OF ILLINOIS CENTER.



The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, September 23, 1987.

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

Your Committee on Intergovernmental Relations, having had under consideration an ordinance (referred on July 15, 1987) authorizing the Commissioner of Public Works to enter into an agreement with the County of Cook whereby the City will reimburse the County for architectural drawings and will pay for the construction of an underground pedestrian walkway between the State of Illinois Center and City Hall/County Building.

This ordinance, as amended, was concurred in unanimously by the members of the committee.

Respectfully submitted,  
(Signed) ROMAN PUCINSKI,  
*Chairman.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Public Works, subject to the approval of the City Comptroller and as to form and legality of the Corporation Counsel, is hereby authorized and directed to execute an intergovernmental agreement between the City of Chicago and the County of Cook concerning architectural services and construction of a pedestrian access between City Hall and the County Building, said agreement to be substantially in the following form:

WHEREAS, The Public Building Commission of Chicago (the "Commission") provides a means for funding and constructing buildings, improvements and facilities required by local public bodies in rendering essential governmental services to their citizens; and

WHEREAS, The City of Chicago (the "City"), a municipal corporation, has proposed the construction of an underground pedestrian walkway (the "Pedway" or "Project") through a

portion of the property owned by the City of Chicago, located at 121 N. LaSalle Street, Chicago, Illinois, and commonly known as City Hall; and

WHEREAS, The County of Cook ("County"), a body politic and corporate, is the owner of property located at 118 N. Clark Street, Chicago, Illinois, commonly known as the County Building through which a portion of the proposed Pedway will traverse; and

WHEREAS, The City has requested that the Commission transfer certain surplus funds standing to its credit pursuant to lease agreements between the Commission and the City for City Hall/Central Office Building Renovations, including the construction of the hereinabove described pedway; and

WHEREAS, The contract for the construction of the Project will be awarded by the Commission and administered on behalf of the Commission by the Bureau of Architecture of the Department of Public Works of the City; and

WHEREAS, The County has agreed to cooperate in the construction of the pedway by arranging for certain architectural data to be provided for the project and allowing access to the portions of the County Building through which the Pedway will traverse to the City, the Commission and their respective agents pursuant to the provisions of this Agreement; and

WHEREAS, The parties hereto have agreed to enter into this Inter- governmental Agreement pursuant to Article VII, Section 10 of the 1970 Illinois Constitution, and Chapter 127, Paragraph 745, of the Illinois Revised Statutes, 1985, in order to set forth the respective rights, duties, and obligations of the parties for the construction of the pedway.

Now, Therefore, in consideration of the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, the City and the Commission hereby agree as follows:

*Architectural Services.*

A. The County shall cause the building architect for the County Building, Jensen & Halstead Ltd., of 55 E. Jackson Boulevard, Chicago, Illinois, to provide such information and prepare such plans, blueprints and specifications and other data as may be requested by the City for the construction of the County Building portion of the Project.

B. Upon acceptance of the architectural drawings prepared by Jensen & Halstead Ltd. for the County portion of the project, the City and the Commission agree to make no material changes to the Project which will affect the County Building without the express consent of the County through its architect, Jensen & Halstead Ltd.

C. The City and/or the Commission agree to promptly submit all shop drawings and manufacturers data sheets obtained from the general contractor of the Project pertaining to the County Building portion of the Project to Jensen & Halstead Ltd. for review to determine conformance with the design concept for the County Building portion of the project. Such review by Jensen & Halstead Ltd. shall be solely for the benefit of the County and shall not relieve the City or the Commission of any obligations or duties made by separate contract or agreement.

D. The City and the Commission further agree that any disputes concerning interpretation of the plans and specifications pertaining to the County Building portion of the project shall be referred to Jensen & Halstead Ltd. for resolution on behalf of Cook County.

E. The City and/or the Commission further agree to provide the County with a project construction schedule and with all updates to that schedule which are submitted by the contractor to the City and/or the Commission pursuant to the construction contract.

*Construction.*

A. At the request of the City, the County shall direct Jensen & Halstead Ltd. to consult with the architects of the City to provide ongoing architectural services during the construction of the project.

B. The County agrees to provide access to the City, the Commission and their respective agents, including the general contractor, to those portions of the County Building included within the scope of the construction work for the project; provided, however, that the County shall have the right to impose reasonable regulations governing the use of its property.

C. The City and/or the Commission agree to enforce the contractual obligations for the general contractor to clean the premises after the completion of the construction so that the County Building shall be in the same condition as prior to the commencement of construction, in conformance with the contract's technical specifications, and to the satisfaction of the County.

D. The City and the Commission acknowledge that County offices are adjacent to the site of the proposed construction work in the County Building and that the County must maintain its operations in a functioning manner for the benefit of the public during construction. Therefore, the City and the Commission hereby agree to use their best efforts to ensure that none of their agents, including contractors and subcontractors, in any way obstruct or hinder the operations of the County during construction.

E. The City and/or the Commission further agree that they will keep the County informed as to the construction schedule proposed by the general contractor for the Project so that if it is necessary to make any adjustments in its scheduled operations or otherwise, the County will have sufficient time to take the necessary steps to make such adjustments.

F. The City and the Commission shall indemnify, keep and save harmless the County, its architects, agents, officials and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may in any way accrue against the County arising out of the work performed by the City and/or the Commission, their agents, officials, employees or contractors. The City and/or the Commission shall appear, defend and pay all charges and costs or expenses arising therefrom or incurred in connection therewith and if any judgment shall be rendered against the County in any such action, the City and the Commission shall satisfy and discharge same. The City and/or the Commission further agree that any performance bonds or insurance protection required of any contractor awarded the contract to perform the construction work described in this Agreement shall name the County and the County's architect as additional insured, and that proof of such insurance shall be provided to the County in the same manner as required by the City and the Commission.

G. The City and/or the Commission agrees to be responsible for all loss, damage or theft of equipment, material or other property of the County where such loss, damage or theft is attributable to the Project construction work in the County Building, and is directly or indirectly caused by the City, the Commission, or their respective officials, agents, employees, contractors and subcontractors.

H. The City and the Commission further agree that upon completion of the project, the County shall be provided with a complete set of As-Built Reproducible Drawings which shall be a true and correct representation of the work actually performed, erected and installed as such work pertains to the County Building portion of the project.

I. Upon completion of the construction work, the City and/or the Commission shall furnish the County with three (3) copies of all guarantees required to be furnished by the contract, which pertain to supplies, materials and equipment which are built, erected or installed in the County Building portion of the Project.

#### *Payment And Reimbursement.*

A. The County agrees to pay to Jensen & Halstead Ltd. the customary fee charged by Jensen & Halstead Ltd. as building architects for the County Building, plus reimbursable expenses incurred by Jensen & Halstead Ltd., in the same manner as if Jensen & Halstead Ltd. were engaged by the County to perform work on the County Building unrelated to the construction of the Project.

B. The County shall forward invoices received from Jensen & Halstead Ltd. for work performed in connection with the Project to the City Architect for approval. Such invoices shall include as attachments thereto all the necessary documents and back-up materials to substantiate the invoice in the same manner as presently required by the County for bills submitted by Jensen & Halstead Ltd.

C. Upon approval of invoices by the City Architect, the Commission agrees to reimburse the County for the amount paid to Jensen & Halstead Ltd. on account of fees and reimbursable expenses incurred in connection with the Project. The Commission further

agrees to pay for the cost of Project construction which shall take place within the County Building. The Commission shall not be required to expend any monies therefor which are not available from the proceeds of the accounts standing to the credit of the City which have been duly approved for expenditure on this Project by the City. In the event that additional funds are required to complete the County portion of the Project, the City shall be responsible for the payment of such additional funds.

*Miscellaneous.*

A. Sectional headings in this Agreement are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof.

B. This Agreement shall not be effective until it is properly executed and delivered by all parties hereto.

C. No modification, waiver or amendment of this Agreement, or any of its conditions or provisions, shall be binding on the parties unless such modification, waiver or amendment is in writing and signed by all parties.

D. The parties covenant and agree that if one of the parties shall at any time fail to perform any act on its part to be made or performed under this Agreement and such failure continues for ten (10) days after written notice is received from the other party specifying such failure in reasonable detail, the other party may, but shall not be obligated to, at any time thereafter, without waiving or releasing the non-performing party from any obligation under this Agreement, perform such act to the extent desirable, and in connection therewith pay expenses and employ counsel. All sums so paid by the performing party and all expenses incurred in connection therewith shall be paid by the non-performing party upon demand. The non-performing party shall have the right at any time to perform or resume the performance of any act of obligation on its part to be performed hereunder.

*Notices.*

All notices to be given by one party to the other under this Agreement shall be in writing and delivered in person or by certified or registered mail, return receipt requested, postage prepaid as follows:

- A. To the City:
- Commissioner of Public Works  
City of Chicago  
City Hall, Room 406  
121 North LaSalle Street  
Chicago, Illinois 60602

With a Copy To:

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

B. To the County:

Secretary  
Board of Cook County Commissioners  
County of Cook  
118 North Clark Street  
Chicago, Illinois 60602

C. To the Commission:

William Harris  
Executive Director  
Room 705  
Richard J. Daley Center  
Chicago, Illinois 60602

Execution of this Agreement is authorized by the City Council of the City of Chicago on \_\_\_\_\_ (C.J.P., pp. \_\_\_\_\_) and by the Board of Commissioners of the County of Cook on \_\_\_\_\_ and by Board of the Public Building Commission on \_\_\_\_\_.

In Witness Whereof, the parties have executed and delivered this Agreement at Chicago, Illinois on this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

[Signature forms omitted for printing purposes.]

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

---

**COMMITTEE ON POLICE, FIRE AND  
MUNICIPAL INSTITUTIONS.**

---

MAYORAL REAPPOINTMENT OF MR. JOHN L. WANER AS  
MEMBER OF CHICAGO LIBRARY BOARD OF  
DIRECTORS.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Police, Fire and Municipal Institutions, in meeting held on September 17, 1987, having had under consideration a written communication from the

Honorable Mayor Harold Washington which was referred on September 9, 1987, regarding the reappointment of Mr. John L. Waner, as a member of the Chicago Library Board of Directors for a three year term expiring July 1, 1990, begs leave to recommend that Your Honorable Body *Pass* the said recommendation which is transmitted herewith.

This recommendation was concurred in by four (4) members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) WILLIAM M. BEAVERS,  
*Chairman.*

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and said proposed reappointment of Mr. John L. Waner as a member of the Chicago Library Board of Directors, was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

## COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

---

### MUNICIPAL CODE CHAPTER 27, SECTION 27-319 AMENDED CONCERNING PARKING RESTRICTIONS FOR TRUCKS AND VANS ON RESIDENTIAL STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 23, 1987.

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

Your Committee on Traffic Control and Safety to which was referred (April 1, 1987) a proposed ordinance to Amend Chapter 27, Section 319, (with reference to small trucks at curb adjacent to his or her place of residence) on portions of designated sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,  
(Signed) ANTHONY C. LAURINO,  
Chairman.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said substitute ordinance as passed:

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

SECTION 1. That Section 27-319 of the Municipal Code is hereby amended by adding thereto certain language in italics shown below:

27-319. No person shall stand or park any truck, tractor, semi-trailer, recreational vehicle more than twenty-two (22) feet in length, self-contained motor home, or bus on any residential street for a longer period than is necessary for the reasonably expeditious loading or unloading of such vehicle, except that a driver of a bus may park such bus in a designated bus stand as is provided otherwise in this chapter. *Provided, however, that this section shall not apply to the owner of a pick-up truck or van weighing under 4,500 lbs., who parks such vehicle at the curb adjacent to his place of residence. Such owner shall apply for a special permit for such parking from the alderman of the ward in which he resides. The Commissioner of Public Works shall issue a permit upon receipt of a completed application, payment of a \$25.00 annual fee, and upon passage and publication of a council order authorizing the issuance of the permit. A permit issued under this section shall be valid until the thirtieth of June following its issuance, and there shall be no proration of the permit fee. However, permits issued prior to June 30, 1987, shall expire on that date and none shall be renewed or issued thereafter. The permit shall be affixed without the use of supplemental adhesives, to the inside of the windshield of the vehicle, directly above the City vehicle tax sticker. If a residential parking zone restriction is in effect at the owner's place of residence, a "Residential Parking Permit" will also be required in accordance with Section 27-317.*

SECTION 2. This ordinance shall apply only within the boundaries of the 13th, 14th and 23rd Wards of the City of Chicago.

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



LOADING ZONES ESTABLISHED AND AMENDED ON  
PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to loading zones.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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

*Establishment Of Loading Zones.*

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

SECTION 1. That in accordance with the provisions of Section 27-410 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Public Way	Distance And Hours
West Armitage Avenue (North side)	From a point 125 feet east of North Cicero Avenue, to a point 50 feet east thereof--8:00 A.M. to 5:00 P.M.- -Monday through Friday;
North Bell Avenue (East side)	From a point 75 feet north of Devon Avenue, to a point 25 feet north thereof;
East Bellevue Place (North side)	From a point 145 feet west of North Lake Shore Drive, to a point 40 feet west thereof;
West Belmont Avenue	From a point 110 feet west of North

Public Way	Distance And Hours
(North side)	Newland Avenue, to a point 30 feet west thereof--4:00 P.M. to midnight--no exceptions;
North Broadway (West side)	From a point 161 feet north of West Balmoral Avenue, to a point 32 feet north thereof--7:00 A.M. to 7:00 P.M.--Monday through Saturday;
West Cermak Road	2710--2712--50 feet--9:00 A.M. to 9:00 P.M.--no exceptions;
North Cicero Avenue (West side)	From a point 20 feet south of West Rosemont Avenue, to a point 30 feet south thereof--no exceptions;
North Clark Street (West side)	From a point 250 feet south of West Lawrence Avenue, to a point 25 feet south thereof--8:00 A.M. to 6:00 P.M.--Monday through Friday;
North Clybourn Avenue (West side)	From a point 294 feet north of North Magnolia Avenue, to a point 74 feet north thereof--handicapped loading zone;
North Damen Avenue (East side)	From a point 130 feet north of West St. Paul Avenue, to a point 55 feet north thereof--8:00 A.M. to 4:00 P.M.--Monday through Saturday;
West Deming Place (North side)	From a point 20 feet east of North Hampden Court, to a point 65 feet east thereof;
East Elm Street (South side)	From a point 20 feet east of North State Street, to a point 88 feet east thereof--6:00 P.M. to 9:00 A.M.--no exceptions;
South Emerald Avenue (West side)	From a point 20 feet south of West 26th Street, to a point 60 feet south thereof--6:00 A.M. to 6:00 P.M.-- Monday through Friday;
South Harding Avenue	From a point 80 feet south of West

Public Way	Distance And Hours
(West side)	26th Street, to a point 50 feet south thereof--8:00 A.M. to 4:00 P.M.-- Monday through Friday;
North Harlem Avenue (West side)	From a point 235 feet north of West Roscoe Street, to a point 35 feet north thereof--8:00 A.M. to 8:00 P.M.--Monday through Friday;
West Illinois Street (North side)	From a point 80 feet east of North LaSalle Street, to a point 25 feet east thereof;
West Irving Park Road (North side)	From a point 106 feet east of North Meade Avenue, to a point 24 feet east thereof--9:00 A.M. to 6:00 P.M.--no exceptions;
North Jefferson Street (East side)	From a point 20 feet north of West Fulton Street, to a point 40 feet north thereof--at all times--no exceptions;
South Jefferson Street (West side)	From a point 340 feet south of West Maxwell Street, to a point 40 feet south thereof--at all times;
North Laramie Avenue (East side)	From a point 90 feet south of West Diversey Avenue, to a point 25 feet south thereof--9:00 A.M. to 4:00 P.M.--Monday through Saturday;
West Lawrence Avenue (South side)	From a point 84 feet west of North Avers Avenue, to a point 25 feet west thereof;
North Leclaire Avenue (West side)	From a point 60 feet north of West Belmont Avenue, to a point 60 feet north thereof--at all times--no exceptions;
North Lincoln Avenue (East side)	From a point 60 feet north of North Seminary Avenue, to a point 35 feet north thereof--8:00 A.M. to 4:00 P.M.--Monday through Friday;
North Lincoln Avenue	From a point 75 feet north of West

Public Way	Distance And Hours
(East side)	Argyle Street, to a point 51 feet north thereof;
West Lunt Avenue (South side)	From a point 80 feet west of North Western Avenue, to a point 20 feet west thereof--8:00 A.M. to 6:00 P.M.--Monday through Saturday;
West Madison Street (North side)	From a point 95 feet west of North Menard Avenue, to a point 18 feet west thereof;
North Maplewood Avenue (East side)	From a point 285 feet north of West Wabansia Avenue, to a point 50 feet north thereof--7:00 A.M. to 4:00 P.M.--Monday through Saturday;
North Milwaukee Avenue (East side)	From a point 110 feet north of West Fullerton Avenue, to a point 25 feet north thereof--8:00 A.M. to 8:00 P.M.--Monday through Saturday;
West Montrose Avenue (North side)	From a point 136 feet west of Sacramento Avenue, to a point 48 feet west thereof--8:00 A.M. to 4:00 P.M.--Monday through Friday;
North Orleans Street (West side)	From a point 39 feet south of West Chicago Avenue, to a point 40 feet south thereof--9:00 A.M. to 6:00 P.M.--Monday through Saturday;
West Peterson Avenue (South side)	From a point 130 feet east of North Campbell Avenue, to a point 25 feet east thereof--9:00 A.M. to 6:00 P.M.--Monday through Saturday;
South Promontory Drive (West side)	From a point 128 feet north of Commodore Whalen Drive, to a point 74 feet north thereof--at all times;
South Racine Avenue	From a point 275 feet north of West

Public Way	Distance And Hours
(West side)	82nd Street, to a point 75 feet north thereof--6:00 A.M. to 6:00 P.M.-- Monday through Friday;
West Randolph Street (North side--service drive)	From a point 20 feet west of North Halsted Street, to a point 76 feet west thereof;
North Rockwell Street (West side)	From a point 300 feet south of West Bloomingdale Avenue, to a point 56 feet south thereof--7:00 A.M. to 4:00 P.M.-- Monday through Saturday;
West Rosemont Avenue (South side)	From a point 30 feet west of North Cicero Avenue, to a point 25 feet west thereof--at all times--no exceptions;
North Sheffield Avenue (West side)	From a point 45 feet south of West Fletcher Street, to a point 50 feet south thereof--11:00 A.M. to 2:00 A.M.--7-days a week;
South Shore Drive (West side)	From a point 82 feet south of East 53rd Drive, to a point 50 feet south thereof--8:00 A.M. to 6:00 P.M.-- Monday through Friday;
South State Street (East side)	From a point 85 feet south of East 16th Street, to a point 25 feet south thereof--9:00 A.M. to 6:00 P.M.-- Monday through Friday;
West Sunnyside Avenue (South side)	From a point 90 feet east of North Broadway, to a point 25 feet east thereof--8:00 A.M. to 6:00 P.M.-- Monday through Friday;
West Superior Street (South side)	From a point 117 feet west of North Sedgwick Street, to a point 30 feet west thereof--8:00 A.M. to 6:00 P.M.--Monday through Saturday;
North Talman Avenue (West side)	From a point 155 feet north of West Diversey Avenue, to a point 85 feet north thereof--6:00 A.M. to 5:00 P.M.--Monday through Friday;

Public Way	Distance And Hours
West Van Buren Street	From South Homan Avenue, to a point 224 feet west thereof;
South Washtenaw Avenue (West side)	From a point 30 feet north of West 25th Street, to a point 25 feet north thereof--6:00 A.M. to 9:00 P.M.;
North Western Avenue (East side)	From a point 168 feet south of West Rosemont Avenue, to a point 20 feet south thereof;
North Western Avenue (East side)	From a point 105 feet south of West Winona Street, to a point 70 feet south thereof--8:00 A.M. to 6:00 P.M.--Monday through Saturday;
East 57th Street (East side)	From a point 106 feet east of South Blackstone Avenue, to a point 36 feet east thereof--at all times;
East 90th Street (South side)	From a point 342 feet east of South St. Lawrence Avenue, to a point 8 feet south thereof--handicapped loading zone--at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amendment Of Loading Zones.*

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

SECTION 1. Repeal existing loading zone at North Broadway.

SECTION 2. Amend ordinance passed by the City Council on 5-10-78, page 7743, which reads: "North Halsted Street (west side) from a point 20 feet south of West Cornelia Avenue to a point 30 feet south thereof," by striking "30 feet south" and inserting in lieu thereof "40 feet south, 8:00 A.M. to 6:00 P.M., Monday through Saturday."

SECTION 3. Repeal ordinance passed 2-26-86, page 28160, which reads "North Leclaire Avenue (west side) from a point 30 feet north of West Belmont Avenue to the first alley north thereof, 8:00 A.M. to 4:00 P.M., Monday through Friday".

SECTION 4. Amend ordinance passed 7-6-75, page 912, by striking "West 51st Street (north side) from a point 90 feet east of South Kostner Avenue, to a point 80 feet east thereof".

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication.

---

VEHICULAR TRAFFIC MOVEMENTS RESTRICTED AND AMENDED  
ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitute for proposed ordinances previously referred to the committee).

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdtlyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam; Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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

*Vehicular Traffic Movement Restricted To Single Direction.*

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

SECTION 1. Pursuant to Section 27-403 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Public Way

Limits And Direction

West Altgeld Street

From North Rockwell Street to North Western Avenue--easterly;

Public Way	Limits And Direction
West Crystal Street	From North Lavergne Avenue to North Laramie Avenue--westerly;
First east/west alley	South of West Devon Avenue between North Ridge and North Ravenswood Avenues--easterly;
West Farwell Avenue	From North Clark Street to North Sheridan Road--easterly;
North Lockwood Avenue	From West Montrose Avenue to West Irving Park Road--southerly;
Helen J. Mikols Drive	Midway Airport Service Drive--southerly;
South Neva Avenue	From West 59th Street to West 56th Street--northerly;
North Newcastle Avenue	From West Strong Street to West Foster Avenue--southerly;
South Nottingham Avenue	From West 56th Street to West 59th Street--southerly;
South Normal Avenue	West 18th Street to South Lumber Street--southerly;
South Oak Park Avenue	From West 64th Place to West 65th Street--southerly;
North Oriole Avenue	From West Irving Park Road to West Addison Street--southerly;
South Springfield Avenue	Between West Palmer Street and West Dickens Avenue--southerly;
West 25th Street	From South Pulaski Road to South Kostner Avenue--westerly;
First east/west alley	North of West 55th Street between South Rockwell Street and South Maplewood Avenue--easterly;



Public Way	Limits And Direction
First east/west alley	South of West 59th Street between South Francisco Avenue and South Richmond Street--westerly;
First north/south alley	Bounded by East 77th Street, South Evans Avenue, South Cottage Grove Avenue, and East 78th Street--southerly;
West 117th Street	From South Washtenaw Avenue to South Wallace Street--westerly.

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

*Amendment Of One-Way Traffic Restrictions.*

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

SECTION 1. Amend ordinance passed by the City Council on 9-13-78, page 8320 related to "North Bell Avenue from West Berteau Avenue to West Montrose Avenue--southerly", by striking "southerly" and inserting in lieu thereof "northerly".

SECTION 2. Amend ordinance passed by the City Council on 5-14-53, page 4790, related to "East Chestnut Street between North Dewitt Place and North State Street--westerly", by striking "East Chestnut Street between North Rush Street and North Wabash Avenue--westerly" and inserting in lieu thereof "East Chestnut Street between North Rush Street and North Wabash Avenue (two-way traffic, 1-block between North Rush Street and North Wabash Avenue (two-way traffic, 1-block only))".

SECTION 3. Amend ordinance passed by the City Council on 5-14-80, page 3127, related to "Churchill Street from the first alley west of North Damen Avenue to North Leavitt Street--westerly", by striking the word "westerly".

SECTION 4. Amend ordinance passed 2-3-87, page 39219 which reads: "West Henderson Street from North Major Avenue to North Central Avenue, 1-way-- westerly", by striking the above and inserting in lieu thereof, "West Henderson Street from North Major Avenue to North Marmora Avenue, 1-way--westerly".

SECTION 5. Amend an ordinance passed 5-9-84, page 6456, related to single direction on "West Kinzie Street from North Dearborn Street to North LaSalle Street--easterly", by striking the above and inserting in lieu thereof "West Kinzie Street from North Dearborn Street to North LaSalle Street--two-way traffic".

SECTION 6. Amend an ordinance passed 10-14-54, page 5828 and further amended on 10-24-73, page 6440, and on 9-15-76, page 3693, 5-9-84, page 6456, 5-30-86, page 30377 and now is repealed fully as follows: "West Kinzie Street from North LaSalle Street to North Dearborn Street--easterly".

SECTION 7. Repeal ordinance passed 5-30-86, page 30376 which reads "South Lafayette Avenue from West 124th Street to West 121st Street (south of the I.C. R.R. tracks) and South Lafayette Avenue from West 121st Street (north of the I.C. R.R. tracks) to West 119th Street--northerly".

SECTION 8. Repeal ordinance passed 5-30-86, page 30376, which reads "South LaSalle Street from West 125th Street to West 121st Street (south of the I.C. R.R. tracks) and South LaSalle Street from West 121st Street (north of the I.C. R.R. tracks) to West 119th Street--northerly".

SECTION 9. Amend ordinance passed by the City Council on 2-26-86, page 28162, which reads "West Lawrence Avenue from North Austin Avenue to North Melvina Avenue--easterly", by striking the above and inserting in lieu thereof "West Lawrence Avenue from a point 250 feet west of Austin Avenue to North Melvina Avenue--easterly".

SECTION 10. Amend ordinance passed 9-13-78, page 8320 related to "North Leavitt Street from West Montrose Avenue to West Berteau Avenue--northerly", by striking "northerly" and inserting in lieu thereof "southerly".

SECTION 11. Amend ordinance passed 7-9-58, page 8033, which reads "West Melrose Street from North Kildare Avenue to North Pulaski Road--easterly", by striking "from North Pulaski Road to North Karlov Avenue--easterly".

SECTION 12. Amend ordinance passed by the City Council on 4-25-85, page 15827, which reads "South Princeton Avenue from West 127th Street to West 115th Street--northerly", by striking "127th Street" and inserting in lieu thereof "West 119th Street--northerly".

SECTION 13. Amend ordinance passed 5-30-86, page 30377, which reads "South Yale Avenue between West 115th Street and West 127th Street--southerly", by striking "West 127th Street" and inserting in lieu thereof "West 119th Street--southerly".

SECTION 14. Repeal ordinance passed 6-7-57, page 5579, by striking "West 54th Street from South Neva Avenue to South Harlem Avenue--easterly".

SECTION 15. Amend ordinance passed 6-6-73, page 5694, by striking "East 96th Street between South Calumet Avenue and South King Drive--easterly", and inserting in lieu thereof "East 96th Street between the first north/south alley east of South Calumet Avenue to South King Drive--easterly".

SECTION 16. Amend ordinance passed 6-6-73, pages 5694--5695 which reads "East 97th Street between South Calumet Avenue and South King Drive--easterly", by striking

the above and inserting in lieu thereof "East 97th Street between the first north/south alley east of South Calumet Avenue and South King Drive--easterly".

SECTION 17. Amend ordinance passed by the City Council on 6-6-73, page 5694, which reads "East 98th Street between South Calumet Avenue and South King Drive--easterly", by striking the above and inserting in lieu thereof "East 98th Street between the first north/south alley east of South Calumet Avenue and South King Drive--easterly".

SECTION 18. Amend ordinance passed by the City Council on 2-26-86, page 28164, which reads "East 99th Street between South Calumet Avenue and South King Drive--easterly", by striking the above and inserting in lieu thereof "East 99th Street between the first north/south alley east of South Calumet Avenue and South King Drive--easterly".

SECTION 19. Repeal ordinance passed 6-5-87, page 1248, which reads "East 120th Place from South State Street to South Michigan Avenue--easterly".

SECTION 20. Amend ordinance passed 2-26-86, page 28164 which reads "121st Street (south of I.C. R.R. tracks) from South Wentworth Avenue to South Michigan Avenue--easterly", by striking "South Wentworth Avenue" and inserting in lieu thereof "South State Street".

SECTION 21. This ordinance shall take effect and be in force from and after its passage and publication.

---

#### PARKING METER ZONES ESTABLISHED AND AMENDED ON PORTIONS OF DESIGNATED STREETS.

The Committee on Traffic Control and Safety submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to parking meter zones.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Establishment Of Parking Meter Zones.*

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

SECTION 1. Pursuant to Section 27-415 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to establish parking meter areas as follows:

Street	Limits
North Broadway	In front of 5650;
West Higgins Avenue (Both sides)	From North Mont Clare Avenue to North Harlem Avenue--new meter area No. 544-HH.

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

---

*Amendment Of Parking Meter Zones.*

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

SECTION 1. Removal of parking meter 4049 in area 443 which is located in front of 3341--3343 North Clark Street.

SECTION 2. Removal of parking meters 217--1039 and 217--1040, located in front of 253 East Delaware Place.

SECTION 3. Removal of parking meter area 249, meters 1009 through 1026 inclusive, located on East Division Street (south side) between North State Street and North Lake Shore Drive.

SECTION 4. Removal of two parking meters located on the east side of North Lincoln Avenue in front of 5011 for meters 4017--4018.

SECTION 5. Removal of meters 482--4017 for a loading zone. Meter located in front of 6243 North Western Avenue.

SECTION 6. This ordinance shall take effect and be in force from and after its passage and publication.

REGULATIONS PRESCRIBED AND AMENDED IN REFERENCE  
TO PARKING OF VEHICLES ON SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted ten proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith (as substitutes for proposed ordinances previously referred to the committee) in reference to the parking of vehicles.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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

*Prohibition Against Parking Of Vehicles At All Times.*

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

SECTION 1. Pursuant to Section 27-413 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways in the areas indicated:

Public Way	Area
South Ada Street (West side)	From a point 100 feet south of West 85th Street, to a point 25 feet south thereof--except for handicapped;
West Adams Street (South side)	From South Morgan Street, to a point 117 feet east thereof;
North Albany Avenue (West side)	From a point 285 feet north of West North Avenue, to a point 20 feet north thereof--Handicapped Parking Permit 1779;
North Albany Avenue	From a point 415 feet north of West

Public Way	Area
(West side)	North Avenue, to a point 20 feet north thereof--Handicapped Parking Permit 1780;
North Albany Avenue (West side)	From a point 165 feet south of West Bloomingdale Avenue, to a point 23 feet south thereof--Handicapped Parking Permit 1680;
West Aldine Avenue (North side)	From a point 240 feet east of North Halsted Street, to a point 25 feet east thereof--Handicapped Parking Permit 1712;
North Artesian Avenue (West side)	From a point 110 feet south of West Grand Avenue, to a point 20 feet south thereof--Handicapped Parking Permit 1775;
South Avenue "M"	At 10247--Handicapped Parking Permit 1795;
East Balbo Avenue (South side)	From a point 100 feet west of South Michigan Avenue, to a point 75 feet west thereof--bus stand;
West Beach Avenue	At 1724--Handicapped Parking Permit 1895;
North Bell Avenue	At 3520--Handicapped Parking Permit 1046;
West Belmont Avenue (North side)	From a point 143 feet west of North Nordica Avenue, to a point 25 feet west thereof;
South Bishop Street (West side)	From a point 135 feet north of West 80th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1754;
South Bishop Street (East side)	From a point 80 feet north of West 82nd Street, to a point 25 feet north thereof--Handicapped Parking Permit 1693;

Public Way	Area
West Blackhawk Street (South side)	From a point 20 feet east of North Greenview Avenue, to a point 25 feet east thereof;
South Bonfield Street (West side)	From a point 423 feet north of South Lyman Avenue, to a point 22 feet north thereof--Handicapped Parking Permit 2699;
North Broadway (West side)	From a point 194 feet north of West Gunnison Street, to a point 103 feet north thereof;
North Burling Avenue	At 1707--Handicapped Parking Permit 1912;
South Burnham Avenue (West side)	From a point 326 feet north of East 84th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1793;
West Bryn Mawr Avenue (North side)	In 8500 block;
South California Avenue (East side)	From West 14th Street to West Ogden Avenue;
South Campbell Avenue (East side)	From a point 75 feet north of West 53rd Street, to a point 25 north thereof-- Handicapped Parking Permit;
South Carpenter Avenue	At 1819--Handicapped Parking Permit 1953;
North Central Park Avenue (East side)	From a point 100 feet north of West Belle Plaine Avenue, to a point 25 feet north thereof--Handicapped Parking Permit 1685;
South Champlain Avenue (East side)	From a point 30 feet south of East 49th Street, to a point 25 feet south thereof--Handicapped Parking Permit 1785;
South Christiana Avenue	From a point 100 feet south of West

Public Way	Area
(West side)	19th Street, to a point 25 feet south thereof--Handicapped Parking Permit 1813;
North Clarendon Avenue (West side)	From a point 75 feet south of West Cuyler Avenue, to a point 25 feet south thereof--Handicapped Parking Permit 1651;
South Commercial Avenue (West side)	From a point 188 feet south of East 99th Street, to a point 25 feet south thereof--Handicapped Parking Permit 1771;
South Cornell Avenue (East side)	From a point 40 feet south of East 54th Street, to a point 25 feet south thereof;
North Dearborn Street (West side)	From a point 42 feet north of West Superior Street, to a point 22 feet north thereof;
West Diversey Avenue (North side)	From a point 210 feet west of North Lockwood Avenue, to a point 25 feet west thereof;
North Drake Avenue	At 2834--Handicapped Parking Permit 1966;
North Drake Avenue	At 4435--Handicapped Parking Permit 1993;
South Drexel Boulevard	At 4901--Handicapped Parking Permit;
South Eberhart Avenue (West side)	From a point 160 feet south of East 71st Street, to a point 25 feet south thereof--Handicapped Parking Permit 1742;
West Eastwood Avenue (South side)	From a point 30 feet west of North Keystone Avenue, to a point 25 feet west thereof--Handicapped Parking Permit 1736;
West Edgewater Avenue	From a point 446 feet east of North



Public Way	Area
(North side)	Clark Street, to a point 22 feet east thereof--Handicapped Parking Permit 1652;
South Elizabeth Street	At 6941--Handicapped Parking Permit 1987;
South Ellis Avenue (West side)	From a point 150 feet south of East 80th Street, to a point 25 feet south thereof--Handicapped Parking Permit 1740;
South Emerald Avenue	At 3730--Handicapped Parking Permit 1873;
West Erie Street	At 2026--Handicapped Parking Permit 1957;
West Erie Street (North side)	From a point 79 feet east of North Austin Avenue, to a point 25 feet east thereof--Handicapped Parking Permit 1815;
South Escanaba Avenue (East side)	From a point 50 feet north of East 85th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1633;
South Fairfield Avenue	At 2133--Handicapped Parking Permit 1926;
West Fitch Avenue (South side)	From a point 40 feet west of North Francisco Avenue, to a point 25 feet west thereof--2905 West Fitch Avenue--Handicapped Parking Permit 1734;
West Fletcher Street (North side)	From a point 340 feet west of North Rockwell Street, to a point 100 feet west thereof;
South Forest Avenue (West side)	From a point 149 feet north of East 105th Street, to a point 25 feet north thereof--Handicapped Parking Permit;

Public Way	Area
West Foster Avenue (South side)	From North Pulaski Road to 4553 West Foster Avenue, (east of viaduct);
North Francisco Avenue	At 2723--Handicapped Parking Permit 1992;
West George Street (South side)	From a point 205 feet north of Elston Avenue, to a point 35 feet east thereof;
South Greenwood Avenue (West side)	From a point 280 feet south of East 71st Street, to a point 25 feet south thereof--Handicapped Parking Permit 1718;
South Harding Avenue (East side)	From a point 103 feet north of West 48th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1727;
North Hamlin Avenue (West side)	From a point 198 feet north of West Ferdinand Street, to a point 25 feet north thereof--Handicapped Parking Permit 1906;
North Hamilton Avenue (West side)	From a point 215 feet north of West Lyndale Street, to a point 25 feet north thereof--Handicapped Parking Permit 1819;
South Homan Avenue	At 2325--Handicapped Parking Permit 1884;
South Ingleside Avenue	At 8502--Handicapped Parking Permit 1870;
South Ingleside Avenue	At 8506--Handicapped Parking Permit 1871;
West Irving Park Road (North side)	From North Oakley to North Western Avenue--no truck parking;
West Jackson Boulevard (South side)	From North Lockwood Avenue to a point 50 feet west thereof;

Public Way	Area
West Jackson Boulevard	At 5532--Handicapped Parking Permit 1816;
South Jefferson Street (West side)	From a point 119 feet north of West Jackson Boulevard, to a point 25 feet north thereof;
West Jerome Street (North side)	From a point 221 feet west of North Sacramento Avenue, to a point 16 feet west thereof--Handicapped Parking Permit 1913;
West Kamerling Avenue (South side)	From a point 329 feet west of North Keystone Avenue, to a point 25 feet west thereof--Handicapped Parking Permit 1818;
South Karlov Avenue (Both sides)	From West Madison Street to West Monroe Street;
South Kedvale Avenue (West side)	From a point 158 feet north of West 27th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1883;
South Kedvale Avenue (East side)	From a point 229 feet north of West 30th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1770;
South Kedvale Avenue	At 3141--Handicapped Parking Permit 1762;
South Kedzie Avenue (West side)	From West 64th Place to West 65th Street;
South Kedzie Avenue (West side)	From a point 250 feet south of West 114th Street (west leg) to West 115th Street;
North Keeler Avenue (East side)	From a point 165 feet north of West Armitage Avenue, to a point 25 feet north thereof--Handicapped Parking Permit 1853;

Public Way	Area
North Keeler Avenue (West side)	From a point 30 feet south of West Altgeld Street, to a point 25 feet south thereof--Handicapped Parking Permit 1854;
South Kilbourn Avenue (West side)	From a point 50 feet south of West 54th Street, to a point 85 feet south thereof;
South Kilbourn Avenue (West side)	From a point 60 feet north of West 52nd Street, to a point 30 feet north thereof;
North Kildare Avenue	At 2343--Handicapped Parking Permit 1852;
South Kimbark Avenue	At 8227--Handicapped Parking Permit 1634;
North Laramie Avenue	At 2216--Handicapped Parking Permit 1892;
South Laramie Avenue (Both sides)	South Archer Avenue to the first alley north thereof;
North Larned Avenue	At 5250--Handicapped Parking Permit;
South LaSalle Street (West side)	From West Madison Street to the north property line of West Arcade Place;
South Lavergne Avenue (West side)	From a point 205 feet south of West 51st Street, to a point 25 feet south thereof;
West Lawrence Avenue (North side)	From a point 122 feet west of North Campbell Avenue, to a point 44 feet west thereof;
South Leclaire Avenue (East side)	From a point 214 feet north of West 52nd Street, to a point 25 feet north thereof--Handicapped Parking Permit 1886;
West Leland Avenue	From a point 155 feet west of North

Public Way	Area
(North side)	Milwaukee Avenue, to a point 85 feet west thereof;
South Long Avenue (East side)	From a point 134 feet north of West 65th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1714;
North Lotus Avenue (West side)	From a point 150 feet south of West Wrightwood Avenue, to a point 25 feet south thereof--Handicapped Parking Permit 1643;
South Lyman Street	At 3079--Handicapped Parking Permit 1459;
West Madison Street (West side)	From South LaSalle Street to a point 56 feet west thereof and from a point 111 feet west to a point 30 feet west thereof;
South Manistee Avenue (West side)	From a point 208 feet south of East 84th Street, to a point 25 feet south thereof--Handicapped Parking Permit 1868;
South May Street (East side)	From a point 117 feet north of West 56th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1757;
South Merrill Avenue (East side)	From a point 273 feet north of East 70th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1659;
South Helen J. Mikols Drive (West side)	From the west property line of South Cicero Avenue at West 58th Street to a point beginning at 260 feet to a point 27 feet north thereof-- handicapped parking only;
South Helen J. Mikols Drive (West side)	From the west property line of South Cicero Avenue to a point beginning at 588 feet, to a point 46 feet north thereof-- handicapped parking only;

Public Way	Area
South Helen J. Mikols Drive (West and north sides)	From the west property line of South Cicero Avenue to a point beginning at 950 feet, to a point 430 feet north/west thereof;
South Helen J. Mikols Drive (West side)	From the west property line of South Cicero Avenue at West 58th Street, to a point beginning at 287 feet to a point 211 feet north thereof;
South Helen J. Mikols Drive (Service drive, east and south sides)	From the west property line of South Cicero Avenue, to a point beginning at 1064 feet to a point 328 feet north/east thereof;
South Helen J. Mikols Drive (Service drive, west side)	From the west property line of South Cicero Avenue, to a point beginning at 306 feet to a point 49 feet north thereof;
North Milwaukee Avenue (West side)	From a point 120 feet east of North Parkside Avenue, to a point 40 feet east thereof;
West Montana Avenue	At 4511--Handicapped Parking Permit 1959;
South Moody Avenue (East side)	From a point 270 feet north of West 52nd Street, to a point 25 feet north thereof--Handicapped Parking Permit 1764;
South Moody Avenue (East side)	From a point 170 feet north of West 54th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1765;
South Morgan Street (West side)	From a point 124 feet north of West 71st Street, to a point 25 feet north thereof--Handicapped Parking Permit 1863;
South Morgan Street	At 7250--Handicapped Parking Permit 1879;

Public Way	Area
North Mozart Street	At 2706-- Handicapped Parking Permit 1964;
North Mozart Street (West side)	From a point 190 feet south of West Belle Plaine Avenue, to a point 25 feet south thereof--Handicapped Parking Permit 1709;
South Nagle Avenue (West side)	From a point 133 feet south of West 60th Street, to a point 25 feet south thereof--Handicapped Parking Permit 1885;
West Nelson Street	At 4832--Handicapped Parking Permit 1817;
West Newport Avenue (South side)	From a point 265 feet west of North Clark Street, to a point 54 feet west thereof--Handicapped Permit 1828;
West Oakdale Avenue (North side)	From a point 155 east of North Kearsarge to a point 25 feet east thereof--Handicapped Permit 1645;
West Oakwood Boulevard (North side)	From a point 42 feet east of South Langley Avenue, to a point 25 feet east thereof;
North Ogden Avenue (West side)	From a point 20 feet north of West Race Street, to a point 25 feet north thereof-- at 532 Ogden--Handicapped Parking Permit 1863;
North Orange Avenue (East side)	From a point 200 feet north of West Belmont Avenue, to a point 25 feet north thereof--Handicapped Parking Permit 1741;
North Osage Avenue (West side)	In 3600 Block;
North Osceola Avenue	From a point 275 feet north of West

Public Way	Area
(West side)	Cornelia Avenue, to a point 25 feet north thereof--Handicapped Parking Permit 1903;
West Parker Avenue (North side)	From a point 170 feet east of North Central Avenue, to a point 25 feet east thereof--Handicapped Parking Permit 1642;
North Parkside Avenue	At 2943--Handicapped Parking Permit 1904;
North Paulina Street (West side)	From a point 55 feet south of West Beach Avenue, to a point 25 feet south thereof--Handicapped Parking Permit 1723;
South Paulina Street (West side)	From a point 286 feet north of West 49th Street, to a point 25 feet north thereof--Handicapped Parking Permit 1747;
South Princeton Avenue (East side)	From a point 204 feet north of West 50th Street, to a point 22 feet north thereof--Handicapped Parking Permit 1673;
South Racine Avenue	At 3151--Handicapped Parking Permit 1728;
North Rockwell Avenue	At 5918--Handicapped Parking Permit;
South Rockwell Avenue (West side)	From a point 198 feet north of West 65th Street, to a point 24 feet north thereof--Handicapped Parking Permit 1701;
West Roscoe Street (North side)	From a point 125 feet east of North California Avenue, to a point 40 feet east thereof;
West Roscoe Street (South side)	From a point 100 feet west of North Pulaski Road, to a point 22 feet west thereof--at driveway;



Public Way	Area
West Rosemont Avenue (North side)	From a point 20 feet east of North Whipple Street, to a point 25 feet east thereof--Handicapped Parking Permit 1914;
North Rutherford Avenue (East side)	From a point 62 feet north of West Wellington Avenue, to a point 25 feet north thereof--Handicapped Parking Permit 1860;
North St. Louis Avenue	At 4640--Handicapped Parking Permit 1994;
South Sawyer Avenue	At 8104--Handicapped Parking Permit 1990;
North Spaulding Avenue (West side)	From a point 20 feet south of West Huron Street, to a point 18 feet south thereof--Handicapped Parking Permit 1789;
West Sunnyside Avenue	At 4933--Handicapped Parking Permit 1735;
North Talman Avenue	At 1629--Handicapped Parking Permit;
South Talman Avenue (East side)	From a point 38 feet north of West 52nd Street, to a point 25 feet north thereof--Handicapped Parking Permit 1746;
South Throop Street	At 5628--Handicapped Parking Permit 1927;
North Tripp Avenue	At 3626--Handicapped Parking Permit 1901;
South Tripp Avenue (East side)	From a point 212 feet south of West 49th Street, to a point 25 feet south thereof--Handicapped Parking Permit 1792;
North Troy Street	At 3927--Handicapped Parking Permit 1898;

Public Way	Area
South Union Avenue	At 4520--Handicapped Parking Permit 1700;
North Vine Street (East side)	From West Willow Street to 1700 North;
West Washington Street (North side)	From a point 112 feet east of North Jefferson Street, to a point 37 feet east thereof;
North Wieland Street (West side)	From a point 525 feet south of West North Avenue, to a point 25 feet south thereof--Handicapped Parking Permit 1706;
North Western Avenue (East side)	From West Irving Park Road to West West Belle Plaine Avenue--no truck parking;
South Western Avenue (Both sides)	From 8200 South to 8700 South;
West Winona Street	At 1951--Handicapped Parking Permit 1978;
North Wood Street	At 2024--Handicapped Parking Permit 1929;
South Wood Street (East side)	From a point 50 feet south of West 37th Street, to a point 23 feet south thereof--Handicapped Parking Permit 1674;
South Wood Street	At 3723--Handicapped Parking Permit 1928;
South Wood Avenue	At 8341--Handicapped Parking Permit 1881;
West 15th Street (North side)	From South Western Avenue to viaduct west thereof;
West 23rd Place	From a point 194 feet east of South

Public Way	Area
(North side)	Leavitt Street, to a point 25 feet east thereof--Handicapped Parking Permit 1619;
West 24th Place (North side)	From a point 143 feet west of South Western Avenue, to a point 22 feet west thereof--Handicapped Parking Permit 1664;
West 24th Street (South side)	From a point 176 feet west of South Princeton Avenue, to a point 25 feet west thereof--Handicapped Parking Permit 1799;
West 31st Street (Service drive, both sides)	Between South Kostner Avenue and South Kilbourn Avenue;
West 35th Street	From South Morgan Street to South Aberdeen Street (north side of street only);
West 47th Place	At 2451--Handicapped Parking Permit 1942;
West 49th Street (North side)	South Springfield Avenue to South Harding Avenue;
West 61st Street (North side)	From a point 151 feet east of South St. Louis Avenue, to a point 25 feet east thereof--Handicapped Parking Permit 1788;
West 64th Place (South side)	From South Kedzie Avenue to the first alley west thereof;
West 71st Place	At 1252--Handicapped Parking Permit 1841;
East 71st Place (South side)	From a point 170 feet west of South Dorchester Avenue, to a point 25 feet west thereof--Handicapped Parking Permit 1753;
West 72nd Street	From a point 96 feet east of South

Public Way	Area
(South side)	Bishop Street, to a point 25 feet thereof-- Handicapped Parking Permit 1658;
East 107th Street (South side)	From a point 22 feet west of South Prairie Avenue, to a point 25 feet west thereof--Handicapped Parking Permit 1648;
East 127th Street (North side)	From a point 134 feet east of South Marquette Avenue, to a point 25 feet east thereof--Handicapped Parking Permit 1766;
North Mozart Street	At 2636--handicapped permit parking only;
South Perry Avenue	At 7210--handicapped permit parking only.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amendment Of Parking Prohibition At All Times.*

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

SECTION 1. Amend ordinance passed February 19, 1962, printed on page 6734, which reads "West Congress Parkway (both sides) from South Ashland Avenue to South Wood Street, No Parking Any Time" by striking: "No Parking Anytime" and inserting in lieu thereof "No Parking Any Time Tow-Away-Zone".

SECTION 2. Repeal ordinance passed by the City Council on October 13, 1976, printed on page 3841 and amended on 5-30-86, page 30393, which reads "West Fletcher Street (both sides) from North Clark Street to the first alley west thereof--No Parking Any Time".

SECTION 3. Repeal ordinance passed by the City Council on March 11, 1953, printed on page 4289, of the Journal of the Proceedings of said date, which reads "West Foster Avenue (both sides) from North Pulaski Road to North Cicero Avenue, No Parking Anytime on Saturday, Sunday and holidays".

SECTION 4. Amend ordinance passed July 9, 1986, printed on page 31593, by striking "North Halsted Street (west side), from a point 140 feet north of West Blackhawk Street to a point 104 feet north thereof".

SECTION 5. Amend ordinance passed February 23, 1977, printed on page 4982, which reads "West Harrison Street (both sides) from South Wood Street to South Ashland Avenue--No Parking Anytime", by striking "No Parking Any Time" and inserting in lieu thereof "No Parking Any Time, Tow-Away-Zone".

SECTION 6. Amend ordinance passed March 28, 1979, printed on page 9857 of the Journal of the Proceedings of said date which reads "4917 South Kilpatrick Avenue--Handicapped Parking", by striking therefrom the above.

SECTION 7. Amend ordinance passed October 6, 1981, page 7381 of said Journal of the Proceedings, which reads "South Nashville Avenue (west side) from West Archer Avenue to the 1st alley north, No Parking Anytime", by striking "(west side)" and inserting in lieu thereof "(both sides)".

SECTION 8. That an ordinance passed by the City Council on February 26, 1986, printed on pages 28168--28169, of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of designated streets, be and the same is hereby amended by striking therefrom, the following:

"North Oak Park Avenue (West side)	From West North Avenue, to a point 150 feet north thereof (right hand turn lane being installed)"
---------------------------------------	---------------------------------------------------------------------------------------------------------

and inserting in lieu thereof:

"North Oak Park Avenue (West side)	From a point 30 feet north of West North Avenue, to a point 20 feet north thereof".
---------------------------------------	-------------------------------------------------------------------------------------------

SECTION 9. Amend an ordinance passed by the City Council on February 30, 1987, printed on page 37227 related to "North Octavia Avenue (both sides) from West Touhy Avenue to West Fitch Avenue", by striking "West Touhy Avenue" and inserting in lieu thereof "the first alley south of West Touhy Avenue."

SECTION 10. Amend an ordinance passed November 14, 1975, printed on page 1536, which reads "South Paulina Street (both sides) from West Polk Street to West Harrison Street, No Parking Any Time", by striking "No Parking Any Time" and inserting in lieu thereof "No Parking Any Time, Tow-Away-Zone".

SECTION 11. Amend an ordinance passed April 1, 1987, printed on page 41087, which reads "North Sacramento Avenue (both sides) from West Cornelia Avenue to West Addison Street", by striking "(both sides)" and inserting in lieu thereof "(east side)".

SECTION 12. Amend an ordinance passed by the City Council on February 23, 1977, printed on page 4983, which reads "South Wood Street (both sides) from West Harrison Street to West Congress Parkway, No Parking Any Time", by striking "No Parking Anytime" and inserting in lieu thereof "No Parking Any Time, Tow-Away Zone."

SECTION 13. Amend an ordinance passed by the City Council on February 23, 1977, page 1902, which reads "South Wood Street (east side) from West Polk Street to West Harrison Street, No Parking Any Time", by striking "No Parking Any Time" and inserting in lieu thereof "No Parking Any Time, Tow-Away Zone".

SECTION 14. Repeal ordinance passed by the City Council which established the Parking Prohibited At All Times Except For Handicapped at 1218 West 50th Street, Handicapped Permit 306.

SECTION 15. That an ordinance passed by the City Council on August 7, 1985, page 19100 of the Journal of the Proceedings of said date prohibiting the parking of vehicles at all times on portions of sundry streets be and the same is hereby amended as it relates to the following: "North Clark Street (west side) from North Lake Street to West Haddon Place, No Parking Anytime", by striking "Anytime" and inserting in lieu thereof "No Parking, Tow-Away-Zone".

SECTION 16. That an ordinance passed by the City Council on May 30, 1986, printed on pages 30401--30402 of the Journal of the Proceedings of said date, prohibiting the parking of vehicles at all times on portions of sundry streets be and the same is amended as it relates to the following: by striking "West Goethe Street (both sides) from North Wells Street to North LaSalle Street, At All Times" and inserting in lieu thereof "West Goethe Street (north side) from North LaSalle Street to North Wells Street, Tow-Away-Zone At All Times" and "West Goethe Street (south side) from North LaSalle Street, to a point 100 feet west thereof, Tow-Away-Zone At All Times" and "West Goethe Street (south side) from North Wells Street, to a point 100 feet east thereof, Tow-Away-Zone At All Times".

SECTION 17. This ordinance shall take effect and be in force hereinafter its passage and publication.

#### Prohibition Of Parking During Specified Hours.

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits And Times
West Chicago Avenue	From North Pulaski Road to North Central Park Avenue--7:00 A.M. to 9:00 A.M.--Monday through Friday-- street cleaning;
West Chicago Avenue	From North Cicero Avenue to North

Public Way	Limits And Times
(Both sides)	Central Avenue--7:00 A.M. to 9:00 A.M.-- Monday through Friday--street cleaning;
West Division Street (Both sides)	From North Cicero Avenue to North Central Avenue--7:00 A.M. to 9:00 A.M.-- Monday through Friday--street cleaning;
West Lawrence Avenue (North side)	From the C.N.W. Railroad west to North Winchester Avenue--7:00 A.M. to 9:00 A.M.--no exceptions;
North Lincoln Avenue (East side)	From a point 49 feet south of West Argyle Street, to a point 84 feet south thereof--8:00 A.M. to 3:30 P.M.--Monday through Friday--except buses for handicapped persons;
North Oak Park Avenue (West side)	From West Palatine Avenue to West Devon Avenue--7:00 A.M. to 1:00 P.M.-- Sundays only;
South Springfield Avenue (East side)	From West 80th Street to the first alley north thereof--8:00 A.M. to 4:00 P.M.--Monday through Friday;
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;
South Throop Street (West side)	West 95th Street to West 95th Place --7:00 A.M. to 4:00 P.M.--on all school days;
South Washtenaw Avenue (West side)	From a point 20 feet south of West 70th Street, to a point 60 feet south thereof--8:00 A.M. to 12:00 noon-- Monday through Friday;
South Wentworth Avenue (West side)	At 3718--3738--8:00 A.M. to 12:00 midnight--Monday through Saturday;
North Western Avenue	From West Devon Avenue to West

Public Way	Limits And Times
(Both sides)	Howard Street--no parking of trucks-- 9:00 P.M. to 6:00 A.M.;
North Western Avenue (West side)	From a point 123 feet south of West Palmer Street, to a point 82 feet south thereof--8:00 A.M. to 8:00 P.M.;
North Western Avenue (Both sides)	From West Birchwood Avenue to West Howard Street--no parking of trucks--8:00 P.M. to 8:00 A.M.--7 days a week;
West 83rd Street (North side)	Between South Columbus Avenue and South Lawndale Avenue--7:00 A.M. to 9:00 P.M.--Monday through Friday.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amendment Of Parking Prohibition During  
Specified Hours.*

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

SECTION 1. Repeal ordinance passed 5-11-67, page 191, which reads "North Campbell Avenue (east side) from West Addison Street to first alley north thereof--8:00 A.M. to 6:00 P.M.--Monday through Friday".

SECTION 2. Amend ordinance passed 5-30-86, page 30395, by striking "South Lawndale Avenue (west side) from West 58th Place to West 59th Street" and inserting in lieu thereof "South Lawndale Avenue (west side) from West 58th Place to first alley south thereof--7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M.--Monday through Friday".

SECTION 3. Amend ordinance passed 6-20-79, page 391 related to "South Linder Avenue (both sides) from South Archer Avenue to first alley north thereof, Monday through Friday, 7:00 A.M. to 9:00 A.M.", by striking therefrom "Monday through Friday" and inserting in lieu thereof "Monday through Saturday".

SECTION 4. Amend ordinance passed 2-3-87, page 39230, which reads "North Ridge Boulevard (west side) from West Loyola Avenue to West Pratt Boulevard, 6:00 A.M. to 6:00 P.M.", by striking the above and inserting in lieu thereof "North Ridge Avenue (west side) from West Loyola Avenue to West Pratt Boulevard, 6:00 A.M. to 6:00 P.M., except Saturday, Sunday and holidays".



SECTION 5. Amend ordinance passed 2-3-87, page 39230, related to "South University Avenue (east side), from a point 162 feet south of East 58th Street to a point 25 feet south thereof", by inserting in lieu thereof the words "Public Benefit".

SECTION 6. Repeal ordinance passed 4-1-87, page 41095, by striking "West 54th Street (south side) between South Meade Avenue and South Moody Avenue, 8:00 A.M. to 6:00 P.M."

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication.

*Parking Limitation During Specified Hours.*

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated, during the hours specified:

Public Way	Limits And Time
South Archer Avenue (Both sides)	From South Lawler Avenue to South Laverne Avenue--1-hour--9:00 A.M. to 12:00 midnight;
West Archer Avenue (South side)	South Natchez Avenue to South Nagle Avenue--30 minutes--9:00 A.M. to 9:00 P.M.--no exceptions;
West Division Street (North side)	From a point 314 feet west of North Cicero Avenue, to a point 25 feet west thereof--1-hour--7:00 A.M. to 5:00 P.M.--Monday through Saturday;
South Keating Avenue (Both sides)	From South Archer Avenue to the first alley south thereof--1-hour--at all times;
North Kildare Avenue (East side)	From West Lawrence Avenue to the first alley north thereof--2-hours-- 8:00 A.M. to 6:00 P.M.--Monday through Friday;

Public Way	Limits And Time
South Kilpatrick Avenue (West side)	From South Archer Avenue to the first alley south thereof--1-hour--at all times;
South Lawler Avenue (East side)	West 52nd Street to South Archer Avenue--1-hour--no exceptions;
West Oak Park Avenue (West side)	From a point 50 feet north of West North Avenue, to a point 100 feet north thereof--1-hour--8:00 A.M. to 8:00 P.M.--Monday through Saturday;
West 21st Street (Both sides)	From South Western Avenue to first alley west thereof--30-minutes--7:00 A.M. to 9:00 P.M.;
West 50th Street (Both sides)	Between South Pulaski Road and South Komensky Avenue--1 hour-- 8:00 A.M. to 12:00 midnight--no exceptions;
West 52nd Street (South side)	South Lavergne Avenue and South Lawler Avenue--1-hour--at all times;
West 54th Street (South side)	Between South Meade Avenue and South Moody Avenue--1-hour--8:00 A.M. to 6:00 P.M.--no exceptions.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amendment Of Parking Limitation During Specified Hours.*

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

SECTION 1. Repeal ordinance passed 5-11-67, page 192, which reads "North Campbell Avenue (east side) from first alley north of West Addison Street to West Waveland Avenue--1-hour--8:00 A.M. to 6:00 P.M.--Monday through Friday".

SECTION 2. Amend ordinance passed 12-23-59, page 1847, which reads "West Higgins Avenue (both sides) from North Nordica Avenue to North Harlem Avenue, 1-hour, 8:00 A.M. to 6:00 P.M., Monday through Saturday", by striking the above and inserting in lieu thereof "West Higgins Avenue (both sides) from North Nordica Avenue to North Mont Clare Avenue 1-hour parking--8:00 A.M. to 6:00 P.M., Monday through Saturday".

SECTION 3. Amend ordinance passed 5-4-77, page 5252, by striking "South Rutherford Avenue (both sides) from West Archer Avenue to first alley south" and inserting in lieu thereof "South Rutherford Avenue (east side) from West Archer Avenue to the first alley south thereof, parking limited 1-hour--9:00 A.M. to 6:00 P.M., Monday through Saturday".

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication.

*Establishment Of Residential Permit Parking Zones.*

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

SECTION 1. Pursuant to Section 27-317 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential parking, for the following locations:

Street	Limits
West Ainslie Street (Both sides)	From North Leclaire Avenue to North Laramie Avenue--extension to Zone 101--at all times;
South Austin Avenue (Both sides)	From 5100 South to 5200 South -- extension to Zone 105--8:00 A.M. to 5:30 P.M.--Monday through Friday;
West Balmoral Avenue (Both sides)	From 7200 West to 7242 West-- extension to Zone 41--at all times;
West Berwyn Avenue (Both sides)	From 7100 west to first north-south alley east of North Harlem Avenue-- extension to Zone 110--at all times;
North Bingham Street (Both sides)	From 2200 north to first alley northwest of West Armitage Avenue- - Zone 102--at all times;
South Burley Avenue (Both sides)	From East 135th Street to East 136th Street--extension to Zone 46-- 8:00 A.M. to 6:00 P.M.--Monday through Saturday;
West Bryn Mawr Avenue	From the confluence of West Gregory

Street	Limits
(Both sides)	Street, North Olcott Avenue and West Higgins Avenue to North Oriole Avenue--extension to Zone 41--at all times;
South Christiana Avenue (East side)	From West 110th Street to 310 feet south of West 110th Street-- extension to Zone 27--at all times;
West Cuyler Avenue (Both sides)	From North Spaulding Avenue to North Kimball Avenue--Zone 114--at all times;
West Eddy Street	Extension to Zone 10, to include 5729 West Eddy Street--at all times;
East Elm Street (Both sides)	Between North State Street and North Lake Shore Drive--at all times for experimental purposes;
North Gresham Avenue (Both sides)	From 2900 North to 3100 North--extension to Zone 95--at all times;
West Gunnison Street (Both sides)	From North Leclaire Avenue to North Laramie Avenue and West Ainslie Street--Zone 101--at all times;
North Harding Avenue (Both sides)	West Wilson Avenue to first alley south of West Lawrence Avenue--extension to Zone 113--at all times;
North Keating Avenue (Both sides)	From first alley north of West Peterson Avenue to Hiawatha Avenue--Zone 106--at all times;
North Keeler Avenue (Both sides)	In 2400 block from West Fullerton Avenue to West Altgeld Street;
South Lafayette Avenue	In 6700 and 6800 blocks;
South LaSalle Street (East side)	From West 79th Street to West 80th Street--extension to Zone 64--at all times;
South LaSalle Street	From first alley south of West 79th

Street	Limits
(West side)	Street to West 80th Street--extension to Zone 64--at all times;
West Leland Avenue (Both sides)	From North Hamlin Avenue to first alley east of North Pulaski Road--extension to Zone 113--at all times;
North Lenox Avenue (Both sides)	From North Caldwell Avenue to North Leoti Avenue--Zone 108--at all times;
West Logan Boulevard (North side)	From North Mozart Street to North Francisco Avenue--extension to Zone 96--3:30 P.M. to 10:00 P.M.--Monday through Saturday;
South Mason Avenue (Both sides)	From West 51st Street to West 52nd Street--extension to Zone 105--8:00 A.M. to 5:00 P.M.--Monday through Friday;
South Meade Avenue (Both sides)	From first alley south of West Archer to West 55th Street--extension to Zone 29--Fridays 12:00 A.M. to Mondays 12:00 A.M.;
South Merrimac Avenue	From West 56th Street to West 57th Street--extension to Zone 7--8:00 A.M. to 5:00 P.M.--Monday through Friday;
North Mont Clare Avenue (Both sides)	From West Berwyn Avenue to West Summerdale Avenue--Zone 110--at all times;
North Monticello Avenue (Both sides)	From first alley north of West Montrose Avenue to West Sunnyside Avenue--Zone 107;
South Nashville Avenue (Both sides)	From West 63rd Place to the first alley north thereof--Zone 115--at all times;
West Rasher Avenue (Both sides)	From North Oconto Avenue to North Oketo Avenue--extension to Zone 41--at all times;
North Rutherford Avenue	From north of West Medill Avenue to

Street	Limits
(Both sides)	alley south of West Grand Avenue;
South Sangamon Street (Both sides)	From West 95th Street to first east/west alley north of West 95th Street-- Zone 112--at all times;
North Springfield Avenue (Both sides)	From West Leland Avenue to the first alley south of West Lawrence Avenue--Zone 113--at all times;
West Summerdale Avenue (Both sides)	From 7200 West to 7300 West-- Zone 41--at all times;
South Wabash Avenue (Both sides)	In 7900 block--at all times--no exceptions;
South Wood Street (Both sides)	From first alley south of West Cermak Road to first alley north of Blue Island Avenue--Zone 109--at all times;
West 34th Place (Both sides)	From South Wolcott Avenue to South Damen Avenue--Zone 99--at all times;
West 49th Street (Both sides)	From South Harding Avenue to first alley west--Zone 37--8:00 A.M. to 9:00 P.M. on Monday through Friday and 8:00 A.M. to 6:00 P.M. on Saturday;
West 51st Street (Both sides)	From South Lamont Avenue to South La Crosse Avenue--extension to Zone 4-- 8:00 A.M. to 11:00 P.M.--Monday through Saturday;
West 51st Street (South side)	From South Parkside Avenue to South Central Avenue--Zone 105--at all times;
West 55th Street (South side)	From South Merrimac Avenue to South Mobile Avenue--extension to Zone 7--at all times;
West 91st Street (Both sides)	From South Hoyne Avenue to South Hamilton Avenue--extension to Zone 75-- 7:00 A.M. to 7:00 P.M.--Monday through Friday;

Street	Limits
West 98th Street (Both sides)	From South Longwood Drive to South Walden Parkway--extension to Zone 12-- at all times.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

*Amendment Of Residential Permit Parking Zones.*

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

SECTION 1. Amend ordinance passed by the City Council on 12-18-86, printed on pages 38542--38544 related to "North Bernard Street (both sides) from West Byron Street to the first alley north of North Elston Avenue", by striking "to the first alley north of North Elston Avenue" and inserting in lieu thereof "North Elston Avenue."

SECTION 2. Amend ordinance passed by the City Council on 2-3-87, page 39232 related to "South Clyde Avenue (both sides) from East 73rd Street to East 75th Street", by striking "East 74th Street to East 75th Street".

SECTION 3. Amend ordinance passed 8-7-85, page 19106 which reads "West Edgewater Avenue from North Clark Street to North Hermitage Avenue" and "West Hollywood Avenue from North Clark Street to North Hermitage Avenue-- Resident Permit Parking Zone 65", by striking the above and inserting in lieu thereof "West Edgewater Avenue (south side) from North Clark Street to North Ashland Avenue and West Edgewater Avenue (north side) from the first alley west of North Ashland Avenue to North Hermitage Avenue" and "West Hollywood Avenue (south side) from North Clark Street to North Hermitage Avenue, and West Hollywood Avenue (north side) from North Clark Street to North Ashland Avenue and from the first alley west of North Ashland Avenue to North Hermitage Avenue--Zone 65."

SECTION 4. Repeal ordinance passed 2-26-86, page 28185, by striking "South Natoma Avenue (both sides) from West 54th Street to first alley north of South Archer Avenue-- Extension of Zone 29 Residential Parking--8:00 A.M. to 10:00 A.M.--Monday through Friday".

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication.

*Establishment Of Service Drive/Diagonal Parking.*

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

SECTION 1. Pursuant to Section 27-306 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as service drives/diagonal parking for the following locations:

Street	Limits
West Cornelia Avenue (South side)	3900 from North Pulaski Road to the first alley east thereof--diagonal parking;
West Dakin Avenue (North side)	From North Neenah Avenue to North Natchez Avenue--diagonal parking;
East McFetridge Drive (Both sides)	Between northbound and southbound Lake Shore Drive--service drive for diagonal parking;
West Montana Street	Alongside of 2425 North Ashland Avenue, from Ashland Avenue to the first alley east thereof--service drive/diagonal parking;
North Neva Avenue (East side)	Between West Higgins Avenue and the first alley north thereof--service drive/diagonal parking;
North New England Avenue (West side)	From West Belmont Avenue to the first alley south thereof--diagonal parking;
South New England Avenue (West side)	From West Archer Avenue to the first alley north thereof--service drive--1-hour--8:00 A.M. to 8:00 P.M.--Sunday through Saturday;
North Newland Avenue (Both sides)	From West Belmont Avenue to the first alley south thereof--diagonal parking;
North Neenah Avenue (West side)	From West Irving Park Road to West Dakin Avenue--diagonal parking;
North Plainfield Avenue	From West Irving Park Road to first



Street	Limits
(West side)	alley south--service drive/diagonal parking;
North Spaulding Avenue (East side)	From West Belmont Avenue to the first alley south thereof--service drive/diagonal parking;
South Springfield Avenue (East side)	From West 26th Street to the first alley north thereof;
South Springfield Avenue (Both sides)	From West 26th Street to the first alley south thereof--service drive/diagonal parking;
West 27th Street (South side)	From South Trumbull Avenue to the first alley east thereof--service drive/diagonal parking.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

*Amendment Of Service Drive/Diagonal Parking.*

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

SECTION 1. Repeal ordinance establishing diagonal parking alongside of 10956 South Michigan Avenue on West 110th Street (north side).

SECTION 2. Amend ordinance passed April 1, 1987, page 41098, by striking "West 26th Street (south side) alongside of 2600 South Springfield Avenue from Springfield Avenue to the north/south alley west thereof--service drive".

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

---

CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on April 1 and June 24, 1987):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the close to traffic signs at the following locations:

Street	Limits
North Keating Avenue	From West Winnemac Avenue to West Foster Avenue;
North Hiawatha Avenue	From the north property line of West Peterson Avenue to the east property line of North Forest Glen Avenue;
South Normal Avenue	From West 45th Place to West 46th Street from May 3 through August 31, 1987 from 5:00 P.M. to 9 P.M.;
West Winnemac Avenue	From the Eden's Expressway to a point that abuts private property.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

#### SPEED LIMITATION ESTABLISHED ON PORTION OF SOUTH WENTWORTH AVENUE.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance previously referred to the committee on May 13, 1987):

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

SECTION 1. Pursuant to Section 27-212 of the Municipal Code of Chicago, it shall be unlawful for the operator of any vehicle to operate such vehicle at a greater speed than is indicated upon the streets or other public ways designated within the limits specified:

Street	Limits And Speed
South Wentworth Avenue	West 26th Street to West Cermak Road-- 25 m.p.h.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

#### INSTALLATION OF "THROUGH TRAFFIC PROHIBITED" SIGNS AT SPECIFIED LOCATIONS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (as a substitute for proposed orders previously referred to the committee on March 3, 18, April 1, May 13 and 20, 1987):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of Through Traffic Prohibited signs on portions of sundry designated streets as follows:

Streets and Limits:

At the entrances to the east-west and north-south alleys bounded by South Archer Avenue, West 51st Street, South Kilpatrick Avenue and South Keating Avenue;

Entrances to the east-west and north-south alleys bounded by South Archer Avenue, West 51st Street, South Keating Avenue and South Cicero Avenue;

Entrances to the alley bounded by North Campbell Avenue, North Western Avenue, West Lunt Avenue and West Coyle Avenue;

At the entrances to the first east-west alley east of the 2100 block of South Fairfield Avenue;

Entrances to the east-west alley bounded by West 79th Street, West 79th Place, South Lawndale Avenue and South Hamlin Avenue;

Entrances to the north-south alley between South Kenneth Avenue and South Kostner Avenue from West 47th Street to West 48th Street;

At the entrances to the north-south and east-west alleys bounded by South Archer Avenue, West 52nd Street and South Kostner Avenue and South Kenneth Avenue;

At the entrances to the north-south alley from West 48th Street to West 49th Street between South Kildare Avenue and South Tripp Avenue;

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

#### TRAFFIC LANE TOW-AWAY ZONES ESTABLISHED ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on June 25, 1986 and March 11, 18, April 1, May 13, 20, June 5, 24, 30 and July 29, 1987):

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

SECTION 1. Pursuant to Section 27-414 of the Municipal Code of Chicago, the following location is hereby designated as a traffic lane tow-away zone between the limits and during the times standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Public Works is hereby authorized and directed to install traffic signs designating the hours of prohibition along said route:

Public Way	Limits And Time
North Broadway (East side)	From a point 183 feet north of Granville (P/L), to a point 24 feet north thereof--at all times;
West Bryn Mawr Avenue	At the entrances and exits of the Northeastern University Parking Lot (far west and adjacent to the cemetery) for 100 feet on each side of the driveway;
South Central Park Avenue (East side of tracks)	From West 63rd Place north to West 63rd Street (both sides)--at all times;
North Clark Street (Both sides)	From the north bank of the Chicago River to West Kinzie Street--7:00 A.M. to 9:30 A.M.--Monday through Friday;
East Delaware Place (North side)	From a point 80 feet west of North DeWitt Place, to a point 39 feet west thereof--at all times;
East Delaware Place (South side)	From a point 20 feet ewast of North DeWitt Place, to a point 50 feet east thereof--at all times;
West Diversey Parkway (North side)	From a point 81 feet east of North Commonwealth Avenue, to a point 85 feet east thereof--at all times;
West Diversey Parkway (North side)	From North Broadway, to a point 150 feet east thereof--at all times;
East Division Street (South side)	From the first alley east of North State Street to North Lake Shore Drive--at all times;

Public Way	Limits And Time
South Franklin Street (East side)	From West Adams Street, to a point 130 feet south thereof--Bus Stop-- Tow-Away Zone;
South Franklin Street (West side)	From West Adams Street, to a point 196 feet south thereof--and from West Jackson Boulevard, to a point 111 feet north thereof--no stopping, no standing and no parking--Tow- Away Zone signs;
West Fulton Street (South side)	From a point 30 feet west of North Desplaines Street, to a point 60 feet west thereof;
North Halsted Street (West side)	From a point 247 feet north of West Dickens Avenue, to a point 28 feet north thereof--at all times;
West Hubbard Street (South side)	From North LaSalle Street, to a point 72 feet east thereof--at all times;
Public Way	Limits And Time
West Illinois Street (South side)	From a point 95 feet east of North Orleans Street, to a point 275 feet east thereof--9:00 A.M. to 5:00 P.M. --no exceptions;
"T" Intersection	On West Irving Park Road (north side) at North Claremont Avenue;
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;
South King Drive (Both sides, east side street level)	From East 24th Street, to a point 545 feet north thereof--at all times;
West Melrose Street (North side)	From North Karlov Avenue to North Pulaski Road--at all times;
South Helen J. Mikols Drive (Service drive--south side)	From the west property line of South Cicero Avenue at West 58th Street, to a point 52 feet west thereof--at all times-- no exceptions;

Public Way	Limits And Time
Helen J. Mikols Drive (Northeast side)	From the west property line of South Cicero Avenue at West 58th Street, to a point 807 feet west and north thereof--at all times--no exceptions;
South Helen J. Mikols Drive (Service drive--West side)	From the west property line of South Cicero Avenue at West 58th Street, to a point beginning at 627 feet, to a point 262 feet north thereof--at all times;
South Helen J. Mikols Drive (Service drive--West side)	From the west property line of South Cicero Avenue at West 58th Street, to a point beginning at 588 feet, to a point 39 feet north thereof--at all times--(with the exception of airport vehicles which are allowed a 10 minute parking privilege);
South Helen J. Mikols Drive (West side)	From the west property line of South Cicero Avenue, to a point beginning at 498 feet, to a point 90 feet north thereof--at all times;
South Helen J. Mikols Drive (West side)	From the west property line of South Cicero Avenue, to a point beginning at 634 feet, to a point 316 feet north thereof;
South Helen J. Mikols Drive (Service drive--North, East and South sides)	From the west property line of South Cicero Avenue at West 58th Street, to a point 1,380 feet west, north and east thereof--at all times;
South Helen J. Mikols Drive	From the west property line of South Cicero Avenue at West 58th Street, to a point 260 feet east thereof--at all times;
South Helen J. Mikols Drive (Service drive--South side)	From the west property line of South Cicero Avenue at West 58th Street, to a point beginning at 100 feet, to a point 123 feet west thereof--at all times--10 minute parking privilege for airport vehicles only;
North Neenah Avenue (West side)	From a point 155 feet south of West Irving Park Road, to a point 25 feet south thereof--at all times;

Public Way	Limits And Time
West Quincy Street (South side)	From South Clark Street, to a point 112 feet west thereof--at all times;
West St. James Place (North side)	From a point 270 feet west of North Lakeview Avenue, to a point 30 feet west thereof--at all times;
West Schiller Street (North side)	From North Clark Street to a point 52 feet east thereof--and from a point 117 feet east of North Clark Street to a point 30 feet east thereof--at all times;
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 Wacker Drive (Upper level--East side)	From a point 82 feet south of West Adams Street, to a point 107 feet south thereof--bus stand tow zone;
South Wacker Drive (Both sides of service drive/lower level)	From West Van Buren Street to North Post Place--at all times;
South Wacker Drive (Upper level--East side)	West Adams Street, to a point 82 feet south thereof--at all times;
East Wacker Drive (South side service drive/ lower level)	From East Wacker Place to North Michigan Avenue--at all times;
East Wacker Drive (Upper level--South side)	From a point 96 feet east of North Wabash Avenue, to a point 115 feet east thereof--at all times;
East Walton Street (South side)	From North DeWitt Place, to a point 50 feet west thereof--at all times;
North Wells Street (East side)	From West Ontario Street, to a point 59 feet north thereof--at all times;
North Wieland Street (West side)	From a point 286 feet south of West North Avenue, to a point 35 feet south thereof;



Public Way	Limits And Time
"T" Intersection	On North Western Avenue at West Cuyler Avenue;
North Western Avenue (East side)	From West Jarvis Avenue, to the first alley north thereof--at all times;
West 51st Street (South side)	From South Keeler Avenue, to first alley west thereof;
North Orleans Street (East side)	From West Kinzie Street, to West Hubbard Street--at all times;
North-south alley	From 6748 to 6756 north, between North Western Avenue and North Artesian Avenue.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO ERECT  
TRAFFIC WARNING SIGNS AND TRAFFIC CONTROL  
SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed order transmitted therewith (as a substitute for proposed orders previously referred to the committee) in reference to the erection of traffic warning signs:

*Ordered*, That the Commissioner of Public Works be and he is authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Street	Type Of Sign
Stopping West Adams Street at North Lockwood Avenue	"Stop" signs;
West Addison Street and North Lincoln Avenue	"No Turn On Red" signs;
West Addison Street and North Paulina Street	"No Turn On Red"--7:00 A.M. to 7:00 P.M." signs;
South Avenue "H" and East 104th Street	"All-Way Stop" signs;
Stopping South Avenue "H" for East 107th Street	"Stop" signs;
Stopping North Albany Avenue for North Avondale Avenue	"Stop" signs;
Stopping West Altgeld Street at North Marshfield Avenue	"Stop" signs;
West Balmoral Avenue and North Sawyer Avenue	"All-Way Stop" signs;
Stopping West Beach Avenue at North St. Louis Avenue	"Stop" signs;
West Bernice Avenue and North Linder Avenue	"All-Way Stop" signs;
Stopping North Bissell Street for West Willow Street	"Stop" signs;
Stopping West Byron Street at North Meade Avenue	"Stop" signs;
Stopping South California Avenue for West 110th Street	"Stop" signs;
Stopping North and South Bernard Avenue at West Catalpa Avenue	"Stop" signs;
Stopping South Campbell Avenue at West 53rd Street	"Stop" signs;
West Carmen Avenue and	"All-Way Stop" signs;

Street	Type Of Sign
North Laramie Avenue	
Stopping West Catherine Avenue for North Delphia Avenue	"Stop" signs;
Stopping South Central Park Avenue at West 60th Street	"Stop" signs;
Stopping South Chappel Avenue for East 82nd Street	"Stop" signs;
West Chicago Avenue and North Franklin Street	Automatic traffic control signals;
Stopping North Claremont Avenue at West Berteau Avenue	"Stop" signs;
North Claremont Avenue and West Grace Street	"All-Way Stop" signs;
321 North Clark Street Private Benefit (Quaker Oats)	Automatic traffic control signal;
Stopping West Cornelia Avenue for North Whipple Street	"2-Way Stop" signs;
West Cornelia Avenue and North Whipple Street	"All-Way Stop" signs;
Stopping South Crandon Avenue for East 80th Street	"Stop" signs;
Stopping South Crandon Avenue for West Crystal Street	"Stop" signs;
Stopping West Crystal Street at North Rockwell Street	"Stop" signs;
Stopping West Dickens Avenue at North Spaulding Avenue	"Stop" signs;
Stopping West Dickens Avenue at Drake Avenue	"Stop" signs;
Stopping West Early Avenue at Wayne Avenue	"Stop" signs;

Street	Type Of Sign
West Estes Avenue and North Ashland Avenue	"All-Way Stop" signs;
Stopping east and westbound traffic on West Eddy Street at intersection of North Linder Avenue	"Stop" signs;
West Eddy Street and North Major Avenue	"All-Way Stop" signs;
Stopping South Escanaba Avenue for East 90th Street	"Stop" signs;
Stopping South Escanaba Avenue for East 129th Street	"Stop" signs;
South Exchange Avenue at intersection of East 90th Street	"All-Way Stop" signs;
Stopping South Fairfield Avenue at West 66th Street	"Stop" signs;
West Foster Avenue and North Kostner Avenue	Overhead automatic traffic control signals;
West Fullerton Parkway and North Orchard Street	"All-Way Stop" signs;
Stopping northbound traffic on North Francisco Avenue at the intersection of West Wabansia Avenue	"Stop" sign;
West George Street and North Mildred Avenue	"All-Way Stop" signs;
Eastbound Goethe Street at inner North Lake Shore Drive	"No Turn On Red" sign;
Stopping West Grace Street at Mobile Avenue	"Stop" signs;
West Grace Street and North Ridgeway Avenue	"All-Way Stop" signs;
North Hamlin Avenue and West Thomas	"All-Way Stop" signs;

Street	Type Of Sign
Street	
Stopping North Harding Avenue at West Altgeld Street	"Stop" signs;
Stopping West Henderson Street and North Southport Avenue	"2-Way Stop" signs;
Stopping West Henderson Street at North Wolcott Avenue	"Stop" signs;
Stopping South Homan Avenue for West 30th Street	"Stop" signs;
Stopping South Homan Avenue at West 60th Place	"Stop" signs;
Stopping South Houston Avenue for East 133rd Street	"Stop" signs;
Stopping West Huron Street at North Hudson Avenue	"Stop" signs;
West Huron Street and North Lamon Avenue	"All-Way Stop" signs;
West Illinois Street and North Wells Street	"All-Way Stop" signs;
Stopping South Indiana Avenue for East 112th Street	"Stop" signs;
Stopping North Keating Avenue for West School Street	"Stop" signs;
Stopping north/southbound traffic on North Kedvale Avenue at the intersection of West Ainslie Street	"Stop" signs;
North Keeler Avenue at West Byron Street	"All-Way Stop" signs;
Stopping North Kenneth Avenue for West School Street	"2-Way Stop" signs;
South Kilbourn Avenue and West 48th	"All-Way Stop" signs;

Street	Type Of Sign
Street]	
South Kildare Avenue and West 49th Street	"All-Way Stop" signs;
Stopping South Kolmar Avenue at West 56th Street	"Stop" signs;
Stopping West Concord Place at North Lamon Avenue	"Stop" signs;
Stopping North Leclair Avenue for West Ferdinand Street	"Stop" sign;
Stopping North Lockwood Avenue at West Crystal Avenue	"Stop" signs;
Stopping North Long Avenue for West Hirsch Street	"2-Way Stop" signs;
North Long Avenue and West Schubert Avenue	"3-Way Stop" signs;
Stopping South Lowe Avenue at West 89th Street	"Stop" signs;
Stopping South Luella Avenue for East 80th Street	"Stop" signs;
North Marmora Avenue and West Giddings Street	"All-Way Stop" signs;
Stopping North Marmora Avenue for West Wilson Avenue	"Stop" signs;
Stopping South Marshfield Avenue for West 92nd Street	"Stop" signs;
Stopping South Mayfield Avenue at West 57th Street	"Stop" signs;
Stopping North Meade Avenue at West Patterson Avenue	"Stop" signs;
Stopping east/west traffic on West Melrose Street at	"Stop" signs;

Street	Type Of Sign
intersection of North Oakley Avenue	
Stopping North Monitor Avenue at West Berteau Avenue	"Stop" signs;
West Morse Avenue and North Wolcott Avenue	"All-Way Stop" signs;
Stopping South Mozart Street at West 57th Street	"Stop" signs;
Stopping South Muskegon Avenue for East 129th Street	"Stop" signs;
South Nashville Avenue and West 63rd Place	"All-Way Stop" signs;
Stopping South Natchez Avenue at West 64th Street	"Stop" signs;
Stopping North Natoma Avenue at West School Street	"Stop" signs;
Stopping North Neva Avenue at West Schubert Avenue	"Stop" signs;
South New England Avenue and West 57th Street	"All-Way Stop" signs;
Stopping West Newport Avenue at North Marmora Avenue	"Stop" signs;
South Oak Park Avenue and West 56th Street	"All-Way Stop" signs;
Stopping northeast/southwest corners of West Ohio Street and North Monticello Avenue	"Stop" signs;
Stopping West Ohio Street at North Springfield Avenue	"Stop" signs;
West Ohio Street and North Springfield Avenue	"3-Way Stop" signs;

Street	Type Of Sign
North Paulina Street and West Haddon Avenue	"All-Way Stop" signs;
Westbound traffic on West Peterson Avenue at North Kolmar Avenue	"No Left Turn--4:00 P.M. to 6:00 P.M.--Monday through Friday" signs;
Stopping eastbound traffic on Pine Avenue at West End Avenue	"Stop" signs;
Stopping South Princeton Avenue for West 107th Place	"Stop" signs;
North Ravenswood Avenue and West Grace Street	"All-Way Stop" signs;
North Rockwell Street and West Cortland Street	"All-Way Stop" signs;
Stopping North Rockwell Street at West North Avenue	"Stop" signs;
Stopping North Rockwell Street at North Shore Avenue	"Stop" signs;
Stopping West Roscoe Street at North Hamlin Avenue	"Stop" signs;
Stopping South Rutherford Avenue for West 56th Street	"Stop" signs;
Stopping South Saginaw Avenue for East 85th Street	"Stop" signs;
Stopping Saginaw Avenue and East 82nd Street	"2-Way Stop" signs
North Sauganash Avenue and North Lemont Avenue	"All-Way Stop" signs;
Stopping West School Street at North Hamlin Avenue	"Stop" signs;
West School Street and North Clifton Avenue	"All-Way Stop" signs;



Street	Type Of Sign
West School Street and North Seminary Avenue	"All-Way Stop" signs;
Stopping South Springfield Avenue for West 53rd Street	"Stop" signs;
West Sunnyside Avenue and North Mulligan Avenue	"All-Way Stop" signs;
Stopping West Thorndale Avenue at North Kolmar Avenue	"Stop" signs;
Stopping North Troy Street for West 112th Street	"Stop" signs;
Stopping north/southbound traffic on North Tripp Avenue at West Ainslie Street	"Stop" signs;
Stopping South Trumbull Avenue for West 105th Street	"Stop" signs;
Stopping South Union Avenue for West 91st Street	"Stop" signs;
Stopping southbound traffic on North Waller Avenue at West Potomac Avenue	"Stop" signs;
Stopping South Washtenaw Avenue for West 15th Place	"2-Way Stop" signs;
West Warwick Avenue and North Melvina Avenue	"All-Way Stop" signs;
Stopping West Waveland Avenue at Springfield Avenue	"Stop" signs;
Stopping West Waveland Avenue at North Harding Avenue	"Stop" signs;
West Waveland Avenue and North Lawndale Avenue	"All-Way Stop" signs;
West Waveland Avenue and North Linder Avenue	"3-Way Stop" signs;

Street	Type Of Sign
West Waveland Avenue at North Oketo Avenue	"All-Way Stop" signs;
Stopping South Wentworth Avenue for West 94th Street	"Stop" signs;
Stopping West 15th Street for South Kolin Avenue	"Stop" signs;
West 21st Street and South Fairfield Avenue	"All-Way Stop" signs;
West 24th Street and South Drake Avenue	"All-Way Stop" signs;
West 25th Place and South Kolin Avenue	"All-Way Stop" signs;
Stopping West 25th Place for South Karlov Avenue	"Stop" signs;
Stopping West 28th Street for South Homan Avenue	"2-Way Stop" signs;
West 27th Street and South Sawyer Avenue	"All-Way Stop" signs;
Stopping West 28th Street for South Kedvale Avenue	"Stop" signs;
West 33rd Place and South Paulina Street	"All-Way Stop" signs;
West 35th Street and South Halsted Street (on all four corners)	"No Turn On Red" signs;
West 45th Street and South Union Avenue (on all four corners)	"No Turn On Red" signs;
Stopping eastbound traffic on West 47th Place at South Wallace Street	"Stop" signs;

Street	Type Of Sign
Stopping eastbound traffic on West 48th Street and South Wallace Street	"Stop" signs;
Stopping West 51st Street for South Latrobe Avenue	"2-Way Stop" signs;
Stopping West 52nd Street for South Leclaire Avenue	"2-Way Stop" signs;
East 53rd Street and South Blackstone Avenue	"All-Way Stop" signs;
At East 53rd Street and South Cornell Avenue	"All-Way Stop" signs;
At East 54th Street and South Ellis Avenue	"All-Way Stop" signs";
Stopping first east/west alley south of West 54th Street for South Millard Avenue and stopping second east/west alley south of West 54th Street for South Millard Avenue	"Stop" signs;
West 57th and South Lowe Avenue	"All-Way Stop" signs;
On the north and south corners of West 58th and South Loomis Street	"Stop" signs;
Stopping West 59th Street at South Nottingham Avenue	"Stop" signs;
West 60th Street and South Oak Park Avenue	"All-Way Stop" signs;
West 61st Street at South Laflin Avenue controlling traffic southwest on 61st Street and southeast on Laflin Street	"2-Way Stop" signs;

Street	Type Of Sign
Stopping West 61st Street for South Merrimac Avenue	"Stop" signs;
West 62nd Street and South Laflin Street stopping traffic going north/south on Laflin Street and the southwest/northwest corners of West 62nd Street	"3-Way Stop" signs
Stopping westbound 63rd Place for South Homan Avenue	"Stop" signs;
Stopping east and west traffic on 64th Street at South Komensky Avenue	"2-Way Stop" signs;
Stopping West 64th Street at South Latrobe Avenue	"Stop" signs;
Stopping West 64th Street at South Maplewood Avenue	"Stop" signs;
Stopping West 64th Street at South Talman Avenue	"Stop" signs;
Stopping West 64th Place at South Homan Avenue	"Stop" signs;
Stopping West 66th Street at South Karlov Avenue	"Stop" signs;
West 67th Street and South Normal Boulevard (on all four corners)	"No Turn On Red" signs;
Stopping South Clyde for West 68th Street	"Stop" signs;
West 72nd Street and South Ada Street	"All-Way Stop" signs;
West 72nd Street and South Avers Avenue	"All-Way Stop" signs;
West 72nd Street and South	"All-Way Stop" signs;

Street	Type Of Sign
Hamlin Avenue	
Stopping West 77th Street at South Hamlin Avenue	"Stop" signs;
West 79th Street and South Damen Avenue (on all four corners)	"No Turn On Red--7:00 A.M. to 7:00 P.M." signs;
West 79th Street at South Kostner Avenue	"No Turn On Red--7:00 A.M. to 7:00 P.M." signs;
West 80th Street and South Loomis Street	"All-Way Stop" signs;
Stopping East 81st Street for South Blackstone Avenue	"Stop" signs;
Stopping East 81st Street for South Commercial Avenue	"Stop" signs;
West 83rd Place and South Springfield Avenue	"All-Way Stop" signs;
Stopping East 84th Street for South Oglesby Avenue	"Stop" signs;
Stopping East 89th Street for South Escanaba Avenue	"Stop" signs;
Stopping West 92nd Street for South Winchester Avenue	"Stop" signs;
Stopping East 93rd Street at Greenwood Avenue	"Stop" signs;
Stopping East 97th Street at South Indiana Avenue	"Stop" signs;
Stopping West 100th Street for South Union Avenue	"Stop" signs;
Stopping East 101st Street for South St. Lawrence	"2-Way Stop" signs;

Street	Type Of Sign
East 104th Street and South Eberhart Avenue	"All-Way Stop" signs;
Stopping East 108th Street for South Forest Avenue	"Stop" signs;
East and West 109th Street and South State Street	"All-Way Stop" signs;
Stopping West 114th Place for South Millard Avenue	"Stop" signs;
West 126th Street and South Emerald Avenue	"3-Way Stop" signs;
Stopping East 133rd Street for South Riverdale Avenue	"Stop" signs.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

#### INSTALLATION OF "SLOW--DEAF CHILDREN" SIGN ON PORTION OF SOUTH FAIRFIELD AVENUE.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed order previously referred to the committee on March 11, 1987):

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

SECTION 1. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the erection of the following miscellaneous sign on portion of specified street, as follows:

Location

Type Of Sign

2100 block of South Fairfield  
Avenue

"Slow--Deaf Children" sign.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

WEIGHT LIMITATION ESTABLISHED ON PORTIONS OF  
SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for proposed ordinances previously referred to the committee on March 11, 18, June 5 and 24, 1987):

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

SECTION 1. Pursuant to Section 27-418, of the Municipal Code of the City of Chicago the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways, between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Public Way

Limits And Maximum Load

West Byron Street

From North Austin Avenue to North  
Narragansett Avenue--5 tons;

North Laporte Avenue

From West Montrose Avenue to West  
Sunnyside Avenue--5 tons;

Public Way	Limits And Maximum Load
North Lavergne Avenue	From West Montrose Avenue to West Sunnyside Avenue--5 tons;
West Lyndale Avenue	Between 2800 and 2900--5 tons;
North Paulina Street	From West Division Street to West Haddon Avenue--5 tons;
West 21st Street	From South Western Avenue to South Leavitt Street--5 tons.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

#### APPROVAL GIVEN FOR REMOVAL OF SIGNS DUE TO LACK OF PAYMENT OR AT RENTERS REQUEST.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 23, 1987.

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

Your Committee on Traffic Control and Safety, to which were referred (May 20, 1987; June 24, 1987 and July 8, 1987) the following correspondence from the Commissioner of Public Works, Bureau of Traffic Engineers and Operations for removal of signs from different locations all over the City of Chicago, due to lack of payment or at the renters request, begs leave to recommend that Your Honorable Body do *Pass* the following locations submitted herewith.



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

Respectfully submitted,  
(Signed) ANTHONY C. LAURINO,  
*Chairman.*

Alderman Laurino moved to *Concur* In the committee's recommendation. The motion *Prevailed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said correspondence:

*No Parking Any Time.*

- |         |                                                                                                                                                                                                                                                          |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ward 45 | West Ainslie Street, north side, from a point 60 feet west of North Lavergne Avenue, to a point 25 feet west thereof (5008 West Ainslie Street)--Parking Prohibited At All Times except Handicapped Parking Permit 805--Passed 9-25-84, Page 9694;       |
| Ward 37 | West Augusta Boulevard, south side, from a point 103 feet east of North Mayfield Avenue, to a point 25 feet west thereof (5837 West Augusta Boulevard)--Parking Prohibited At All Times except Handicapped Parking Permit 14--Passed 2-15-78, Page 7315; |
| Ward 10 | South Avenue "H", east side, from a point 226 feet north of East 106th Street, to a point 25 feet north thereof (10537 South Avenue "H")--Parking Prohibited At All Times except Handicapped Parking Permit 1034--Passed 8-7-85, Page 19100;             |
| Ward 35 | North Avers Avenue, west side, from a point 305 feet north of West Berteau Avenue, to a point 20 feet north thereof (4228 North Avers Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 201--Passed 2-14-80, Page 2379;         |
| Ward 39 | North Bernard Avenue, west side, from a point 85 feet north of West Peterson to the first alley north thereof--No Parking Any Time--Passed 8-13-68, Page 3504;                                                                                           |

- Ward 42 Blackhawk, north side, from a point 95 feet west of building line of Kingsbury to the Chicago River--No Parking Any Time- -Passed 10-24-73, Page 6437;
- Ward 8 South Blackstone Avenue, east side, from a point 255 feet south of East 88th Street, to a point 25 feet south thereof (8827 South Blackstone Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 264--Passed 2-11-81, Page 5477;
- Ward 10 South Brandon Avenue, east side, from a point 25 feet north of East 133rd Street, to a point 25 feet north thereof (13257 South Brandon Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 577--Passed 3-9-83, Page 16374;
- Ward 44 447--449 West Briar Place--No Parking Any Time--Passed 12-2-36, Page 2653;
- Ward 46 4066--4076 North Broadway--No Parking Any Time--Passed 12-1-50, Page 6964;
- Ward 44 614 West Buckingham Place--No Parking Any Time--Passed 6-6-73, Page 5695;
- Ward 35 North Central Park Avenue, east side, from a point 50 feet south of West George Street, to a point 25 feet south thereof (2855 North Central Park Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 140--Passed 8-10-79, Page 656;
- Ward 22 South Central Park Avenue, east side, from a point 175 feet south of West 26th Street, to a point 25 feet south thereof (2819 South Central Park Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 209--Passed 5-14-80, Page 3124;
- Ward 1 South Claremont Avenue, west side, from a point 157 feet north of West Taylor Street, to a point 25 feet north thereof (922 South Claremont Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 509--Passed 12-8-82, Page 13966;
- Ward 10 South Clyde Avenue, west side, from a point 170 feet north of East 94th Street, to a point 8 feet north thereof (9338 South Clyde Avenue)--Handicapped Loading Zone--Passed 4-25-87, Page 10387;
- Ward 28 West Congress Parkway, north side, from a point 290 feet west of South Kildare Avenue, to a point 25 feet west thereof (4328 West Congress Parkway)--Parking Prohibited At All Times except Handicapped Parking Permit 1123--Passed 12-11-85, Page 23858;
- Ward 10 South Crandon Avenue, west side, from a point 120 feet south of East 90th Street, to a point 25 feet north thereof (9012 South Crandon

- Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 360--Passed 12-3-81, Page 8203;
- Ward 31 West Crystal Street, north side, from a point 30 feet east of North Keeler Avenue, to a point 20 feet east thereof (4154 West Crystal Street)--Parking Prohibited At All Times except Handicapped Parking Permit 343--Passed 6-26-81, Page 6457;
- Ward 14 5159 South Damen Avenue--No Parking Any Time--Passed 3-10-54, Page 7031;
- Ward 9 South Emerald Avenue, west side, from a point 80 feet north of West 127th Street, to a point 25 feet north thereof (12650 South Emerald Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 571--Passed 3-9-83, Page 16375;
- Ward 50 North Francisco Avenue, east side, from a point 235 feet north of West Arthur Avenue, to a point 25 feet north thereof (6525 North Francisco Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 215--Passed 5-14-80, Page 3124;
- Ward 50 North Francisco Avenue, east side, from a point 300 feet north of West Glenlake Avenue, to a point 25 feet north thereof (6129 North Francisco Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 383--Passed 2-10-82, Page 9530;
- Ward 39 West Giddings Street, north side, from a point 135 feet east of North Hamlin Avenue, to a point 25 feet east thereof (3744 West Giddings Street)--Parking Prohibited At All Times except Handicapped Parking Permit 572--Passed 3-9-83, Page 16375;
- Ward 37 West Kamerling Avenue, north side, from a point 160 feet east of North Central Avenue, to a point 25 feet east thereof (5524 West Kamerling Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 236--Passed 9-10-80, Page 3714;
- Ward 31 North Karlov Avenue, from a point 15 feet north of alley north of Madison to 56 feet north--No Parking Bus Stand--Passed 5-16-79, Page 165;
- Ward 13 South Kenneth Avenue, west side, from a point 33 feet south of West 61st Street, to a point 25 feet south thereof (6104 South Kenneth Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 1194--Passed 2-26-86, Page 28172;
- Ward 22 South Kildare Avenue, west side, from a point 365 feet south of West 28th Street, to a point 25 feet south thereof (2836 South Kildare Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 742--Passed 3-30-84, Page 5835;

- Ward 3 4321 South King Drive--No Parking Any Time--Passed 12-10-57, Pages 348--350;
- Ward 20 South King Drive, west side, from a point 135 feet south of East 60th Street, to a point 25 feet south thereof--No Parking Any Time--Passed 7-7-65, Page 4962;
- Ward 23 South Laramie Avenue, west side, from a point 63 feet south of West 54th Street, to a point 25 feet south thereof (5406 South Laramie Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 743--Passed 3-30-84, Page 5835;
- Ward 29 North Latrobe Avenue, west side, from a point 150 feet south of West Fulton Street, to a point 8 feet south thereof (218 North Latrobe Avenue)--Handicapped Loading Zone--Passed 9-15-82, Page 12352;
- Ward 37 North Lawler Avenue, east side, from a point 25 feet south of Le Moyne Avenue, to a point 25 feet south thereof (1455 North Lawler Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 627--Passed 6-28-83, Page 305;
- Ward 47 North Leavitt Street, east side, from a point 50 feet north of West Cornelia Avenue, to a point 25 feet north thereof (3507 North Leavitt Street)--Parking Prohibited At All Times except Handicapped Parking Permit 224--Passed 5-14-80, Page 3124;
- Ward 30 North Linder Avenue, east side, from a point 198 feet south of West Wrightwood Avenue, to a point 25 feet south thereof (2539 North Linder Avenue)--Parking Prohibited At All Times except Handicapped Parking Permit 809--Passed 9-25-84, Page 9696;
- Ward 36 North Linder Avenue, west side, from a point 205 feet north of West George Street, to a point 25 feet north thereof (2910 North Linder Avenue)--Parking Prohibited At All Times except Handicapped Permit 593--Passed 6-28-83, Page 305;
- Ward 36 North Linder Avenue, west side, from a point 130 feet north of West George Street, to a point 25 feet north thereof (2914 North Linder Avenue)--Parking Prohibited At All Times except Handicapped Permit 491--Passed 12-8-82, Page 13968;
- Ward 11 South Lowe Avenue, east side, from a point 118 feet north of West 38th Street, to a point 25 feet north thereof (3747 South Lowe Avenue)--Parking Prohibited At All Times except Handicapped Permit 561--Passed 3-9-83, Page 16376;
- Ward 23 South Luna Avenue, west side, from a point 145 feet south of West 54th Street, to a point 25 feet thereof (5414 South Luna Avenue)--

Parking Prohibited At All Times except Handicapped Permit 139--  
Passed 9-10-79, Page 656;

- Ward 47 North Maplewood Avenue, west side; from a point 312 feet south of West Sunnyside Avenue, to a point 25 feet south thereof (4426 North Maplewood Avenue)--Parking Prohibited At All Times except Handicapped Permit 138--Passed 8-10-79, Page 656;
- Ward 1 West Maxwell Street, north side, from a point 58 feet east of South Jefferson Street, to a point 70 feet east thereof--No Parking Any Time--Passed 5-27-82, Page 10883;
- Ward 44 421--427 West Melrose Street--No Parking Any Time--Passed 3-22-33, Page 3481;
- Ward 36 North Menard Avenue, west side, from a point 245 feet south of West Altgeld Street, to a point 25 feet south thereof (2432 North Menard Avenue)--Parking Prohibited At All Times except Handicapped Permit 589--Passed 3-9-83, Page 16377;
- Ward 14 South Mozart Street, west side, from a point 165 feet south of West 58th Street, to a point 25 feet south thereof (5816 South Mozart Street)--Parking Prohibited At All Times except Handicapped Permit 1040--Passed 10-9-85, Page 20522;
- Ward 23 South McVickers Avenue, west side, from a point 152 feet north of South Archer Avenue, to a point 25 feet north thereof (5356 South McVickers Avenue)--Parking Prohibited At All Times except Handicapped Permit 372--Passed 12-3-81, Page 8203;
- Ward 36 North Natchez Avenue, west side, from a point 200 feet north of West Dickens Avenue, to a point 70 feet north thereof--No Parking Any Time--Passed 12-6-61, Page 5875;
- Ward 38 West Newport Avenue, south side, from a point 452 feet east of North Lavergne Avenue, to a point 8 feet east thereof (4911 West Newport Avenue)--Handicapped Loading Zone--Passed 5-27-82, Page 10883;
- Ward 47 North Oakley Avenue, east side, from a point 30 feet south of West Belle Plaine Avenue, to a point 25 feet south thereof (4055 North Oakley Avenue)--Parking Prohibited At All Times except Handicapped Permit 582--Passed 3-9-83, Page 16377;
- Ward 33 North Lawndale Avenue, east side, from a point 165 feet south of West Fullerton Avenue, to a point 25 feet south thereof (2339 North Lawndale Avenue)--Parking Prohibited At All Times except Handicapped Permit 1302--Passed 5-30-86, Page 30387;

- Ward 46 4423 North Sheridan Road--No Parking Any Time--Passed 6-15-62, Page 7298;
- Ward 35 2842 North Springfield Avenue--Parking Prohibited At All Times except Handicapped Permit 375--Passed 12-3-81, Page 8204;
- Ward 9 12236 South Union Avenue--Parking Prohibited At All Times except Handicapped Permit 395--Passed 2-10-82, Page 9531;
- Ward 40 1526 West Victoria Street--Parking Prohibited At All Times except Handicapped Permit 96--Passed 8-10-79, Page 657;
- Ward 1 306 South Wabash Avenue--No Parking Any Time--Passed 10-29-47, Page 1099;
- Ward 29 1213 North Waller Avenue--Parking Prohibited At All Times except Handicapped Permit 244--Passed 9-10-80, Page 3714;
- Ward 38 5629 West Waveland Avenue--Parking Prohibited At All Times except Handicapped Permit 1119--Passed 12-11-85, Page 23862;
- Ward 40 3912 North Whipple Street--Parking Prohibited At All Times except Handicapped Permit 1036--Passed 10-9-85, Page 20524;
- Ward 40 1920 West Winona Street--Parking Prohibited At All Times except Handicapped Permit 1056--Passed 10-9-85, Page 20524;
- Ward 50 North Wolcott Avenue, both sides from West Columbia Avenue, to a point 112 feet north thereof--No Parking Any Time--Passed 2-14-80, Page 2389;
- Ward 9 12612 South Yale Avenue--Parking Prohibited At All Times except Handicapped Permit 885--Passed 2-13-85, Page 13557;
- Ward 25 2049 West 22nd Place--Handicapped Loading Zone--Passed 4-21-82, Page 10389;
- Ward 12 2416 West 46th Street--Parking Prohibited At All Times except Handicapped Permit 535--Passed 12-8-82, Page 13971;
- Ward 5 7001 South Stony Island Avenue--No Parking Any Time-- Passed 10-30-57, Page 6238;
- Ward 18 340 West 83rd Street--Parking Prohibited At All Times except Handicapped Permit 1025--Passed 8-7-85, Page 19103;
- Ward 9 214--218 East 115th Street--No Parking Any Time--Passed 6-17-25, Page 668.

*No Parking Loading Zones.*

- Ward 2 South Indiana Avenue, west side, from a point 44 feet of East 37th Street, to a point 44 feet south thereof--No Parking Loading Zone--8:00 A.M. to 5:00 P.M., Monday through Saturday--Passed 9-13-78, Page 8319;
- Ward 35 North Kedzie Avenue for a distance of 25 feet in front of 4114 North Kedzie Avenue--No Parking Loading Zone--8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 3-26-58, Page 7449;
- Ward 30 North Kenneth Avenue, west side, from a point 20 feet south of South Belmont Avenue, to a point 60 feet south thereof--No Parking Loading Zone--6:00 A.M. to 6:00 P.M.--Passed 5-8-74, Page 8165;
- Ward 22 South Kolin Avenue, west side, from a point 30 feet south of West 28th Street, to a point 25 feet south thereof--No Parking Loading Zone--Passed 2-10-82, Page 9524;
- Ward 43 North Lincoln Avenue west side, from a point 115 feet south of North Sheffield Avenue, to a point 25 feet thereof--No Parking Loading Zone--8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 6-28-83, Page 292;
- Ward 47 3506 North Lincoln Avenue--No Parking Loading Zone--6:00 A.M. to 6:00 P.M.--Passed 11-4-54, Page 8509;
- Ward 27 South Paulina Street, west side, from a point 85 feet north of Van Buren Street, to a point 75 feet north thereof--No Parking Loading Zone--7:00 A.M. to 6:00 P.M., Monday through Friday- -Passed 7-7-78, Page 8090;
- Ward 1 Quincy Street, south side, from a point 114 feet west of Wells Street, to a point 375 feet west thereof--No Parking Loading Zone--8:00 A.M. to 6:00 P.M.--Passed 4-22-53, Page 4638;
- Ward 1 Quincy Street, between 20 feet west of South Clinton Street to the loading dock west of thereof at 542--560--No Parking Loading Zone--8:00 A.M. to 6:00 P.M., except Saturday, Sunday and Holidays--Passed 9-20-50, Page 6884;
- Ward 31 North Aberdeen Street, east side, from a point 20 feet east of North May Street, to a point 35 feet thereof-- No Parking Loading Zone--8:00 A.M. to 6:00 P.M., Monday through Friday- -Passed 7-1-63, Page 532;
- Ward 11 South Archer Avenue, south side, from a point 30 feet east of Quincy Street, to a point 45 feet east thereof--No Parking Loading Zone--10:00

- A.M. to 6:00 P.M., except Sundays and Holidays--Passed 6-7-57, Page 5565;
- Ward 12 3520 South Archer Avenue--No Parking Loading Zone--Passed 12-21-77, Page 7073;
- Ward 14 5440 South Ashland Avenue--No Parking Loading Zone--Passed 12-3-81, Page 8211;
- Ward 33 2851--2853 West Belmont Avenue--No Parking Loading Zone-- Passed 9-26-79, Page 967;
- Ward 33 2023 North California Avenue--No Parking Loading Zone--7:00 A.M. to 4:00 P.M., Monday through Saturday--Passed 6-28-83, page 291;
- Ward 48 West Carmen Avenue, north side, from a point 60 feet west of Broadway, to a point 40 feet west thereof--No Parking Loading Zone--8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 8-24-59, Page 749;
- Ward 35 North Central Park Avenue, east side, from a point 20 feet south of Montrose Avenue to a point 35 feet south thereof--No Parking Loading Zone--8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 11-14-78, Page 8684;
- Ward 22 4542 West Cermak Road--No Parking Loading Zone--8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 4-22-53, Page 4637;
- Ward 33 West Francis Place, north side, from a point 30 feet east of North California Avenue to a point 25 feet east thereof--No Parking Loading Zone--7:00 A.M. to 4:00 P.M., Monday through Saturday--Passed 6-28-83, Page 291;
- Ward 43 2452--2456 North Sheffield Avenue--No Parking Loading Zone- -8:00 A.M. to 6:00 P.M., Monday through Friday--Passed 6-30-54, Page 7869;
- Ward 27 735 West Randolph Street--No Parking Loading Zone--8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 4-21-82, Page 10383;
- Ward 47 3312 North Ravenswood Avenue--No Parking Loading Zone-- 8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 4-21-82, Page 10382;
- Ward 31 4421 West Rice Street--No Parking Loading Zone--8:00 A.M. to 6:00 P.M., Monday through Friday--Passed 3-18-55, Page 9709;



- Ward 29 5700 West Roosevelt Road--No Parking Loading Zone--8:00 A.M. to 6:00 P.M.--Passed 4-20-66, Page 6639;
- Ward 44 3006 North Sheffield Avenue--No Parking Loading Zone--8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 9-28-77, Page 6039;
- Ward 20 6800 South South Chicago Avenue--No Parking Loading Zone-- 8:00 A.M. to 6:00 P.M., Monday through Friday--Passed 3-29-72, Page 2811;
- Ward 21 West 94th Street, south side, from a point 20 feet east of South Ashland Avenue, to a point 40 feet east thereof--No Parking Loading Zone--6:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 2-14-80, Page 2383.

*Parking Limited During Specified Hours.*

- Ward 12 4500 South Western Avenue--1 Hour Parking, 9:00 A.M. to 4:00 P.M., Monday through Saturday--Passed 7-1-63, Page 531;
- Ward 25 West 21st Street, north side, from a point 30 feet east of South Western Avenue, to a point 75 feet east thereof--1 Hour Parking--8:00 A.M. to 6:00 P.M.--Passed 12-28-83, Page 4433;
- Ward 15 South Oakley Avenue, west side, from a point 145 feet north of West 63rd Street, to a point 94 feet north thereof--No Parking--8:00 A.M. to 6:00 P.M., Monday through Friday-- Passed 9-11-63, Page 945.

*Parking Limited During Specified Hours.*

- Ward 37 West Iowa Street, north side, from a point 30 feet east of the east property line of North Cicero to a point 50 feet east thereof--30 Minute Parking--9:00 A.M. to 4:00 P.M.--Passed 12-19-62, Page 8831;
- Ward 43 Magnolia Avenue, southeast side, between North Clybourn Avenue and alley south--1 Hour Parking--9:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 6-11-48, Page 2477;
- Ward 36 North Natchez Avenue, west side, from a point 125 feet north of West Dickens Avenue, to a point 55 feet north thereof--1 Hour Parking--8:00 A.M. to 5:00 P.M.--Passed 12-6-61, Page 5876;
- Ward 22 West Ogden Avenue, north side, from a point 130 feet west of South Pulaski Road, to a point 115 feet west thereof--30 Minute Parking--

8:00 A.M. to 4:00 P.M., Monday through Saturday--Passed 10-6-81,  
Page 7383;

Ward 43 West Altgeld Street, south side, from a point 50 feet west of North  
Sheffield Avenue, to a point 68 feet west thereof--1 Hour Parking--  
8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 6-30-54,  
Page 7868;

Ward 33 3123 North Clybourn Avenue--1 Hour Parking--Passed 10-20-78,  
Page 8553.

*Parking Prohibited During Specified Hours.*

Ward 27 North Aberdeen Street, east side, from a point 70 feet north of West  
Washington Boulevard, to a point 50 feet north thereof--No Parking--  
8:00 A.M. to 6:00 P.M., Monday through Saturday--Passed 6-17-66,  
Page 6879;

Ward 35 4338 West Fullerton Avenue--No Parking--8:00 A.M. to 6:00 P.M.,  
Monday through Saturday--Passed 1-18-57, Page 4209.

---

*Failed To Pass* -- DEPARTMENT OF POLICE AND DEPARTMENT  
OF STREETS AND SANITATION URGED TO DISCONTINUE  
ISSUANCE OF PARKING CITATIONS ON  
PRIORITY ARTERIAL ROUTES  
BETWEEN DECEMBER 1  
AND APRIL 1.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, September 23, 1987.

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

Your Committee on Traffic Control and Safety, to which was referred a resolution by  
Alderman Smith (28th Ward) urging the discontinuance of parking citations to vehicles on  
snow routes in absence of snow, hereby recommends that said resolution not be adopted.  
This recommendation was concurred in by all members of the committee present, with no  
dissenting votes.

Respectfully submitted,  
(Signed) ANTHONY C. LAURINO,  
*Chairman.*

On motion of Alderman Laurino, the committee's recommendation was *Concurred In* and the said proposed resolution transmitted with the foregoing committee report failed to pass by yeas and nays as follows:

*Yeas* -- None.

*Nays* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

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

Said proposed resolution, which failed to pass, reads as follows:

WHEREAS, The winter of 1986--1987 has been one of the mildest in memory, with a continuing absence of snow; and

WHEREAS, Despite mild temperatures between December and March, the City's Snow Plan has been carried out so that many vehicles parked overnight on priority arterial routes have been ticketed to the annoyance of many citizens; and

WHEREAS, It seems unnecessary to issue such parking citations unless there has been a snow watch or snow warning from the United States weather services, and that has not been the case during the winter just past; now, therefore,

*Be It Resolved*, That the Chicago Police Department and the Department of Streets and Sanitation are hereby memorialized to cease and desist the issuance of parking citations to vehicles parked overnight on priority arterial routes between December 1 and April 1 during the absence of snow or without United States weather snow watches or snow warnings.

---

*Failed To Pass* -- VARIOUS TRAFFIC REGULATIONS,  
TRAFFIC SIGNS, ET CETERA.

*(Adverse Committee Recommendations).*

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee's report) relating to traffic regulations, traffic signs, etc.

Alderman Laurino moved to *Concur In* the committee's recommendations. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders Pass, notwithstanding the committee's adverse recommendations?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass*, by yeas and nays as follows:

*Yeas* -- None.

*Nays* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

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

The committee report listing said ordinances and orders which failed to pass, reads as follows:

CHICAGO, September 23, 1987.

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

Your Committee on Traffic Control and Safety, begs leave to recommend that Your Honorable Body do not pass sundry proposed ordinances and orders submitted herewith, which were referred to your committee (June 26, 1985, March 25, April 23, May 14, June 6, July 29, August 28, September 24, October 6, 27, 30, November 5, 13, 24, December 10, 18, 1986 and January 14, February 3, 11, 27, March 11, 18, April 1, May 13, 20, June 5 and 24, 1987) concerning traffic regulations and traffic signs, etc. as follows:

*Parking Prohibited At All Times:*

West Arlington Place	At 429;
North Artesian Avenue (West side)	At 466;
South Blackstone Avenue	At 8833;
North Broadway	At 4850;
West Buena Avenue (South Side)	At 647--649;
West Byron Street (North side)	At 1656 (corner);
South California Avenue (West side)	At 2122;
North Campbell Avenue	At 1729 (at either side of driveway);
South Campbell Avenue	At 5220;

North Christiana Avenue	At 3103;
North Clybourn Avenue	At 3155;
South Dorchester Avenue	At 8053;
South Drexel Boulevard	At 4901;
North Elston Avenue	At 4451.
West Erie Street	At 16;
South Evans Avenue	At 7529;
North Francisco Avenue	At 3151;
West Fullerton Avenue (Both sides)	Between North Ashland Avenue and North Bosworth Avenue;
North Glenwood Avenue (East side)	At 6712;
West Grenshaw Street (South side)	At 2431;
West Henderson Street (South side)	At 4307;
West Hubbard Street (South side)	From North LaSalle Street to a point 100 feet west thereof;
West Irving Park Road (North side)	At 2300 to 2338;
South Justine Street	At 8056;
South Keating Avenue (West side)	At 6240;
North Kedzie Avenue	At 3046;
North Kedzie Avenue	At 3054;
North Kedzie Avenue (West side)	From West Wellington Avenue to a point approximately 35 feet north thereof;
First east/west alley west of South Kedzie Avenue	From West 64th Place to a point 125 feet west thereof;

North Keystone Avenue	At 4650;
North Kilpatrick Avenue (West side)	At 2202;
South Laflin Avenue	At 6409;
North Lockwood Avenue	At 651;
West Logan Boulevard	At 3100;
South Lotus Avenue	At 600 to 650;
South Marshfield Avenue	At 7253;
South Mason Avenue	At 1149 to 1155;
West Maypole Avenue	At 3940;
West Melrose Street (North side)	At 4058;
West Melrose Avenue	At 5715;
North Menard Avenue	At 2343 (at either side of driveway);
West Montvale Avenue (South side)	At 1645;
South Morgan Street (East side)	At 3355;
South Morgan Street	At 6900 (southwest corner to alley);
North Mozart Street (East side)	From the first alley south of West Devon Avenue, to the driveway north thereof;
South Mulligan Avenue	At 5145;
North New England Avenue	At 2612;
West Newport Avenue (North side)	From North Cicero Avenue to the first alley west thereof;
West North Avenue (North side)	At 4534;

North Ogden Avenue (West side)	At 532;
West Ogden Avenue	At 3350;
North Page Avenue	At 3315;
South Parkside Avenue (East side)	At 6217;
South Peoria Street	At 6708;
North Pulaski Road (East side)	At 4523;
West Roscoe Street	At 1205 (at either side of driveway);
South Sacramento Avenue (West side)	At 4630;
West Saint James Place (North side)	From the main entrance to Columbus Hospital to the corner;
South Sawyer Avenue	At 8104;
West Schubert Avenue	At 2320 (from the street light to a point 25 feet east thereof);
West Schubert Avenue	At 2322;
North Spaulding Avenue	At 656;
South Trumbull Avenue	At 2630;
South Vernon Avenue	At 6129;
South Wabash Avenue	At 4709;
South Whipple Street (West side)	At 5806;
Winthrop Avenue	At 5450;
South Yates Avenue	At 8005;
West 21st Street (North side)	At 2602;
West 21st Street	At 2613;

(South side)

West 23rd Street (South side)	At 2045;
West 38th Street	At 2900;
West 43rd Street	At 2651;
West 53rd Place	At 3028;
West 59th Place (South side)	At 3443;
West 66th Place (North side)	At 3300;
East 71st Place	At 1333;
West 100th Street	At 330.

*Parking Prohibited During Specified Hours:*

South Kimbark Avenue (East side)	At 6700 block--7:00 A.M. to 4:00 P.M.--on all school days;
West School Street (South side)	From North Sacramento Avenue to the first alley east thereof--8:00 A.M. to 4:00 P.M.--all school days;
North Whipple Street (West side)	At 3300 blocks--8:00 A.M. to 4:30 P.M.--all school days;
West 94th Street (Both sides)	From South Longwood Drive to the railroad tracks--Monday through Friday.

*Parking Limited During Specified Hours:*

West Armitage Avenue	At 4052--15 minutes--10:00 A.M. to 10:00 P.M.--no exceptions;
West 54th Street (Both sides)	From South Meade Avenue and South Moody Avenue--1-hour--8:00 A.M. to 6:00 P.M.--Sunday through Saturday;
West 82nd Place (South side)	From South Pulaski Road to the first alley east thereof, approximately 125 feet--2-hours--7:00 A.M. to 7:00 P.M.-- Monday through Saturday.



*Residential Parking Signs:*

West Belle Plaine Avenue (Both sides)	From 2016 to 4047--at all times;
East Chicago Avenue	At 145--30 feet east of North Michigan Avenue--at all times;
West Cornelia Avenue (Both sides)	At 6100 block between North Meade Avenue and North Melvina Avenue--at all times;
West Cortez Street (Both sides)	At 4400 and 4500 blocks west;
West Dakin Street (Both sides)	At 5800 block;
West Dickens Avenue	At 6404;
West Hutchinson Avenue (Both sides)	At 5000 block from the first alley west of North Milwaukee Avenue to North LeClaire Avenue;
North Kostner Avenue (Both sides)	At 1000 and 1100 blocks;
North Melvina Avenue (East side)	Between West Eastwood Avenue and West Giddings Street--at all times;
South Sawyer Avenue (Both sides)	In the 7200 block and on West 72nd Street (south side) from South Sawyer Avenue to the first alley east/west thereof;
West Shakespeare Avenue (Both sides)	From the first alley east of North Pulaski Road to North Springfield Avenue;
West Thomas Street (Both sides)	From 4400 to 4500 blocks;
South Vanderpoel Avenue (Both sides)	From West 92nd Street to West 93rd Street;
South Walden Parkway (West side)	Between South Pulaski Road and West 107th Street--at all times;

South Wood Street  
(West side)

From West 101st Street to West  
102nd Place--at all times;

West 94th Street  
(Both sides)

From South Longwood Drive east to  
the railroad tracks--6:00 A.M. to 6:00  
P.M.--Monday through Friday.

*Speed Limitations:*

North Kostner Avenue

At 2500, 2600, 2700 and 2800 blocks--20  
m.p.h.;

West 15th Street

And South Kostner Avenue;

At the alley driveway in back

Of 4241 West Washington Boulevard.

*Weight Limitations:*

West Addison Street

To Belmont Avenue, North Damen  
Avenue and North Western Avenue as  
the limits--5 tons;

West Belmont Avenue

West Addison Street, North Western  
Avenue and North Damen Avenue--5  
tons;

West Byron Street

At 2400 block--5 tons;

South Kildare Avenue

West Cermak Road to South Ogden  
Avenue--5 tons;

South Kolin Avenue

At 2200 block to Ogden Avenue--5 tons;

South Kolin Avenue

From West Cermak Road to West 26th  
Street--5 tons;

North La Crosse Avenue

At 4400 block--5 tons;

North Lamont Avenue

At 4400 block--5 tons;

West 80th Street

From South Ashland Avenue to South  
Racine Avenue--5 tons;

West 106th Street

From South Pulaski Road to South  
Hamlin Avenue--5 tons.

*Loading Zones:*

West Belmont Avenue	At 7055--7:00 A.M. to 7:00 P.M.--no exceptions;
North Broadway (West side)	At 4424--7:00 A.M. to 7:00 P.M.-- Monday through Saturday;
North Broadway (East side)	At 4135;
North Clark Street (East side)	At 2831--12:00 noon to 12:00 midnight;
North Clark Street (West side)	At 5906--9:00 A.M. to 7:00 P.M.;
West Foster Avenue	At 3525--at all times;
North Halsted Street (West side)	At 2014--8:00 A.M. to 6:00 P.M.-- Monday through Friday;
North Kedzie Avenue (West side)	At 4516--9:00 A.M. to 6:00 P.M.-- Monday through Saturday;
West Lawrence Avenue	At 3234 (in front of this number)-- 8:00 A.M. to 9:00 P.M.;
West Lawrence Avenue	At 3619--9:00 A.M. to 6:00 P.M.-- Monday through Saturday;
West Lawrence Avenue	At 4506--6:00 A.M. to 7:00 P.M.-- Monday through Friday;
West Lyndale Avenue	At 3109--8:00 A.M. to 9:00 P.M.-- Monday through Saturday;
North Milwaukee Avenue	At 1201 (alongside on Bosworth)-- at all times;
West Montrose Avenue	At 5812--8:00 A.M. to 6:00 P.M.;
West Montrose Avenue (South side)	At 3925--8:00 A.M. to 6:00 P.M.-- Monday through Saturday;
West North Avenue	At 5857 to 5859 West North Avenue;
West North Avenue	At 3334--9:00 A.M. to 6:00 P.M.-- Monday through Friday;
North Western Avenue	At 700--6:00 A.M. to 6:00 P.M.--

	Monday through Friday;
East 96th Street	At 2940--7:00 A.M. to 7:00 P.M.--no exceptions.
<i>Traffic Lane Tow-Away Zones:</i>	
North/south alley	Between North Clark Street and North Paulina Street from West Albion Avenue to West North Shore Avenue;
East Delaware Place (North side)	Between North Ernest Court and North Rush Street;
East Delaware Place (North side)	From a point 30 feet west of the property line of North Michigan Avenue to a point 258 feet west thereof--at all times;
West Eastwood Avenue	At 4000 block--at all times;
North Southport Avenue (East side)	At 3021;
East Walton Street (South side)	From North Rush Street to North Michigan Avenue--at all times.
<i>Miscellaneous:</i>	
Entrances and/or exits of the north/south alley bounded by	North Wolcott Avenue, North Winchester Avenue, West Hood Avenue and North Norwood Street--"No Thru Traffic" signs;
Northbound traffic on	South Wentworth Avenue at West 95th Street--"No Thru Traffic" signs;
Westbound traffic on	West 91st Street and South Wentworth Avenue--"No Thru Traffic" signs;
North Washtenaw Avenue	At 1400 and 1500 blocks--"Children Crossings" signs;
North Kedzie Avenue	At 6933, 7033 North Kedzie Avenue and 7141 North Kedzie Avenue-- "Pedestrian Crossing" signs;
Entrances to the east/west	Archer Avenue, West 51st Street,

and north/south alleys bounded by South Keating Avenue, and South Cicero Avenue--"Thru Traffic Prohibited";

Entrances to the first alley west of North Francisco Avenue in the 2700 block--"Thru Traffic Prohibited";

Entrances of the first north/south alley east of North Kimball Avenue in the 3100 block--"Thru Traffic Prohibited";

West 91st Street (westbound traffic) At South Wentworth Avenue--"No Truck Traffic" signs.

*No Outlet Signs:*

West Palmer Street At 6944;

North Sayre Avenue At 2217;

33rd Place And South Cottage Grove Avenue on the west/east side of South Cottage Grove Avenue for northbound traffic.

*Slow Signs:*

South Emerald Avenue At West 87th Street and West 88th Street;

43rd Street And South Drexel Boulevard controlling traffic going north/south on Drexel;

44th Street And South Drexel Boulevard controlling traffic going north/south on Drexel Boulevard;

49th Street And South Drexel Boulevard controlling traffic going north/south on Drexel Boulevard.

*Traffic Warning Signs:*

(May 13, 1987) "Automatic Traffic Control" with walk signal, West Addison Street and North Sayre Avenue;

(March 18, 1987) "Flashing Yellow" signals--Pedestrian Crossing, West Addison Street and North Hamilton Avenue;

(December 10, 1986) "Automatic Traffic Control" signals, West Archer Avenue and South Sayre Avenue;

(April 1, 1987) "Stop" sign, Southeast corner of North Artesian Avenue and West Potomac Avenue;

(May 20, 1987) "3-Way Stop" sign, West Barry Avenue and North Meade Avenue;

(March 18, 1987) "Automatic Traffic Control" signals; West Belmont Avenue and North Pittsburgh Avenue;

(April 23, 1987) "Stop" sign, east/westbound traffic on West Belmont Avenue at the intersection of North Spaulding Avenue;

(April 9, 1986) "2-Way Stop" sign, North California Avenue and West Balmoral Avenue, stopping north/south traffic on California Avenue;

(August 28, 1986) "4-Way Stop" sign, North California Avenue and West Belle Plaine Avenue;

(May 20, 1987) "Stop" sign, north/southbound traffic on North California Avenue at intersection of West Nelson Street;

(May 13, 1987) "3-Way Stop" sign, North California Avenue and West Thomas Street;

(February 3, 1987) "Stop" sign, west side of North Central Park Avenue and on the south side of West Bryn Mawr Avenue where Central Park Avenue runs south past Northeastern's parking lot toward West Foster Avenue;

(May 13, 1987) 2-Way Stop" sign, South Central Park Avenue and West 28th Street, stopping north/south traffic on Central Park;

(May 13, 1987) "3-Way Stop" sign, West Cullom Avenue and North California Avenue;

(May 14, 1987) "All-Way Stop" sign, West Cullom Avenue and North California Avenue;

(June 5, 1987) "4-Way Stop" sign, North Damen Avenue and West Carroll Avenue;

(May 13, 1987) "4-Way Stop" sign, West Dickens Avenue and North Wolcott Avenue;

(December 18, 1986) "No Left Turn" signs, west at the intersection of Division Street and North State Street;

(December 18, 1986) "No Left Turn" signs, south at the intersection of Division Street and North State Street;

(March 11, 1987) "4-Way Stop" sign, West Grace Street and North Lakewood Avenue;

(June 5, 1987) "3-Way Stop" sign, West Jackson Boulevard and South Leavitt Street;

(June 5, 1987) "3-Way Stop" sign, West Jackson Boulevard and South Winchester Avenue;

(July 29, 1986) "2-Way Stop" sign, North Kedzie Boulevard and West Cortland Street, stopping north/south traffic on Kedzie;

(May 13, 1987) "Stop" sign, north/southbound traffic on South Kedzie Avenue at intersection of West 28th Street;

(June 24, 1987) "Stop" sign, north/southbound traffic on South Kilbourn Avenue at intersection of West 49th Street;

(May 13, 1987) "Stop" sign, north/southbound traffic on South King Drive at intersection of East 85th Street;

(April 23, 1986) "Stop" sign, north/southbound traffic on North Kimball Avenue at intersection of West Altgeld Street;

(April 23, 1986) "Stop" sign, north/southbound traffic on North Kimball Avenue at intersection of West Schubert Avenue;

(June 24, 1987) "Stop" sign, westbound traffic on Lake Street at Menard Avenue;

(June 5, 1987) "No Right Turn On Red" sign, northwest corner of Lawrence Avenue and Sheridan Road;

(March 25, 1986) "Stop" sign, north/southbound traffic on North Oak Park Avenue at the intersection of West Cornelia Avenue;

(June 5, 1987) "2-Way Stop" sign, North Oriole Avenue at intersection of West Palatine Avenue;

(March 18, 1987) "Stop" sign, North Pine Grove Avenue and West Cornelia Avenue;

(April 1, 1987) "4-Way Stop" sign, West Pratt Avenue and North Lakewood Avenue;

(March 11, 1987) "No Turn On Red" signs, northbound traffic on South Pulaski Road at West 107th Street;

(March 11, 1987) "Stop" sign, east/westbound traffic on West Schubert Avenue at the intersection of North Nordica Avenue;

(December 18, 1986) "No Left Turn" signs, east at the intersection of North State Street and Division Street;

(June 5, 1987) "4-Way Stop" sign, West Sunnyside Avenue and North Lincoln Avenue, stopping north/south traffic on Lincoln Avenue as well as east/west traffic on West Sunnyside Avenue;

- (April 1, 1987) "4-Way Stop" sign, West Superior Street and North Orleans Avenue;
- (May 13, 1987) "Stop" sign, Southwest corner of West Thomas Street and North California Avenue;
- (June 25, 1986) "4-Way Stop" sign, West Warren Boulevard and North Francisco Avenue;
- (June 25, 1986) "4-Way Stop" sign, West Warren Boulevard and North Talman Avenue;
- (June 25, 1986) "4-Way Stop" sign, West Warren Boulevard and North Washtenaw Avenue;
- (June 25, 1986) "4-Way Stop" sign, West Washington Boulevard and North Francisco Avenue;
- (June 25, 1986) "4-Way Stop" sign, West Washington Boulevard and North Talman Avenue;
- (June 24, 1987) "4-Way Stop" sign, West 26th Street and South Kolin Avenue;
- (May 13, 1987) "2-Way Stop" sign, East 33rd Street and South Rhodes Avenue stopping traffic north/south;
- (February 27, 1987) Traffic signal, East 49th Street and South Drexel Boulevard;
- (February 11, 1987) "3-Way Stop" sign, West 63rd Street and South Lowe Avenue controlling traffic on the southeast corner of South Lowe Avenue and traffic going east/west on 63rd Street;
- (November 24, 1986) "2-Way Stop" sign, East 76th Street and South Dobson Avenue, stopping east/west traffic on 76th Street;
- (May 13, 1987) "No Right Turn--7:00 AM. to 7:00 P.M.", all four corners of West 79th Street and South Kostner Avenue;
- (February 27, 1987) "2-Way Stop" sign, East 87th Street and South Langley Avenue;
- (May 20, 1987) "4-Way Stop" sign, West 81st Street and South Kilpatrick Avenue;
- (March 18, 1987) "Stop" sign, West 89th Street at intersection of South Lowe Avenue;
- (March 18, 1987) "Stop" sign, West 90th Street at the intersection of South Lowe Avenue;
- (February 27, 1987) "3-Way Stop" sign, East 91st and South Indiana Avenue;



(March 11, 1987) "Stop" sign, east/westbound traffic on West 91st Street at intersection of South Wallace Street;

(March 18, 1987) "Stop" sign, East 97th Street and South Indiana Avenue;

(March 11, 1987) "4-Way Stop" sign, West 101st Street and South Seeley Avenue;

(March 11, 1987) "Stop" sign, northeast corner of West 103rd at intersection of South Bell Avenue;

(March 11, 1987) "Stop" sign, southwest corner of West 103rd Street at intersection of Oakley Avenue;

(March 11, 1987) "4-Way Stop" sign, West 105th Street and South Lawndale Avenue;

(May 13, 1987) "Stop" sign, northwest corner of West 117th Place and South Central Park Avenue.

*Diagonal Parking/Service Drive:*

West George Street

At 2640 alongside on North Campbell Avenue from George Street to the first alley in back of said premises.

*Single Directions Signs:*

Northeast corner of

West Haddon Avenue and North Hermitage Avenue;

North Oriole Avenue

From West Irving Park Road to West Addison Street--southerly;

Quinn Street

Between South Archer Avenue and West 29th Street--southerly;

First east/west alley bounded by

West 26th Street, South Troy Street  
West 27th Street and South Albany Avenue.

*Do Not Enter Signs:*

West Caton Street

At North Milwaukee Avenue;

Entrance to the first alley east of

North Western Avenue on West Wabansia Avenue.

*Amend Parking Prohibited At All Times:*

Amend ordinance passed 3-19-57, page 548 related to West Diversey Avenue at 330 (north side) by striking "any time" and inserting "Tow Away Zone";

Amend ordinance by striking "North Vine Street (east side) in the 1600 block".

*Amend Single Direction:*

Amend ordinance passed 10-22-58, page 8310 related to "North Lockwood Avenue from West Diversey Avenue to West Fullerton Avenue" by striking "West Diversey Avenue" and inserting "first alley south of West Diversey Avenue-- southerly";

Amend ordinance by striking "South Peoria Street from Canalport Avenue to West Cullerton Street--northerly";

Amend ordinance by striking "East 120th Street from South Calumet Avenue to South Michigan Avenue--westerly".

*Amend Loading Zone Sign:*

Amend ordinance by striking 6405--6409 North Bell Avenue.

*Amend Parking Meters:*

Removal of meters in front of Elm Street Cafe, 9 East Elm Street--meters 1005, 1007, 1032, and 1039;

Removal of meters on West Lawrence Avenue (3200 block from the alley to North Sawyer Avenue)--7 meters.

*Amend Traffic Lane Tow-Away Zone:*

That all no parking signs shall be designated as tow-away zones.

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

Respectfully submitted,  
(Signed) ANTHONY C. LAURINO,  
*Chairman.*

---

**COMMITTEE ON ZONING.**

---

*Failed To Pass --* AMENDMENT OF MUNICIPAL CODE CHAPTER  
181, SECTION 181-6.1 REGARDING CREMATORIIUMS  
IN RESIDENTIAL ZONES.

The Committee on Zoning submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Zoning begs leave to recommend that Your Honorable Body do not pass said ordinance transmitted herewith (referred to your committee on September 9, 1987) to amend Section 181-6.1 of the Municipal Code of Chicago.

This recommendation was concurred in by the members of the Committee on Zoning, with no dissenting vote.

Respectfully submitted,  
(Signed) DANNY K. DAVIS,  
*Chairman.*

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report failed to pass by yeas and nays as follows:

*Yeas --* Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays --* None.

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

Said proposed ordinance, which failed to pass, reads as follows:

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

SECTION 1. Section 181-6.1 of the Municipal Code of Chicago is hereby amended by striking therefrom the words:

"and said crematoriums shall not be within 300 feet of a residential zone"

and inserting in lieu thereof:

*and crematoriums within funeral parlors operated by duly licensed funeral directors pursuant to the provisions of this ordinance and provides further that said crematoriums situated within such funeral parlors fully comply with any and all licensing requirements by any regulatory agency of local or state governments.*

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

**JOINT COMMITTEE.  
COMMITTEE ON BUILDINGS.  
COMMITTEE ON ZONING.**

---

**ISSUANCE OF PERMITS FOR ERECTION OF  
ILLUMINATED SIGNS.**

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning, submitted the following report:

CHICAGO, September 21, 1987.

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

The Committees on Buildings and Zoning beg leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith referred to your committees, September 9, 1987, to authorize the issuance of permits for the erection and maintenance of illuminated signs.

This recommendation was concurred in by the respective members of the committees, with no dissenting vote.

Respectfully submitted,  
(Signed) DANNY K. DAVIS,  
*Chairman,*

*Committee on Zoning.*

(Signed) FRED B. ROTI,  
*Chairman,*

*Committee on Buildings.*

On motion of Alderman Davis, the committee's recommendation was *Concurred In* and each of the said proposed orders transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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

*2465 South Archer Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Patrick Media Group, Incorporated, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2465 South Archer Avenue, Chicago, Illinois, Advertising Sign:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 130 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*2559 South Archer Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2559 South Archer Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*4727 West Argyle Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4727 West Argyle Street, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*3605 North Avondale Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3605 North Avondale Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*3565 North Avondale Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3565 North Avondale Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

*2450 West Bross Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2450 West Bross Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*3326 South California Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3326 South California Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*11363 South Corliss Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 11363 South Corliss Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet

Total Square Foot Area: 1,200 square feet.

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

---

*12002--12040 South Doty Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 12002--12040 South Doty Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*5000--5048 West Flourney Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5000--5048 West Flourney Street, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*3659 North Hamlin Avenue.*



*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3659 North Hamlin Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*3508 South Kedzie Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3508 South Kedzie Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*4050 South Kilbourn Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4050 South Kilbourn Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*2414 South Lowe Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issued a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2414 South Lowe Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*3831 North Pulaski Road.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3831 North Pulaski Road, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*3401 South Richmond Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issued a sign permit to Universal Outdoor Incorporated, 520 North Michigan Avenue, Chicago,

Illinois 60611, for erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3401 South Richmond Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*3734 South Ridgeway Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issued a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3734 South Ridgeway Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*865 North Sangamon Street.  
(Chestnut Lofts).*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite-Lite Signs, 1157 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 865 North Sangamon Street, Chestnut Lofts:

Dimensions: length 72 feet, height 8 feet  
Height Above Grade/Roof to Top of Sign: 10 feet  
Total Square Foot Area: 388 square feet--irregular shape.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

---

*2550 South Senour Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2550 South Senour Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet

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

---

*6746 North Sheridan Road.  
(400 Theatre).*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Ken Richmond, 1700 West 10th Avenue, Gary, Indiana, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6746 North Sheridan Road, 400 Theatre:

Dimensions: length 16 feet 0 inches, height 9 feet 0 inches  
Height Above Grade/Roof to Top of Sign: 21 feet 0 inches  
Total Square Foot Area: 144 square feet.

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

---

*3749 South Springfield Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100

square feet (in area of one face) at 3749 South Springfield Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*6651--6655 South State Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 6651--6655 South State Street, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*7445 South State Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7445 South State Street, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

*8245--8247 South State Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8245--8247 South State Street, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*4031 North Tripp Avenue.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4031 North Tripp Avenue, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*30 East Randolph Street.  
326 South Wells Corporation.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue sign permits to Doyle Signs, Incorporated, Box 1068, 232 Interstate, Addison, Illinois 60101, for the erection of four illuminated projecting signs at 30 East Randolph Street--two on Randolph Street west of the northwest corner of Wabash Avenue and Randolph Street and two on Wabash Avenue north of the northwest corner of Wabash Avenue and Randolph Street, 326 South Wells Corporation:

Dimensions: length 8 feet 6 inches, height 8 feet 6 inches

Height Above Grade to Bottom of Bottom Sign: 12 feet  
Total Square Foot Area of Each Sign: 72.25 square feet.

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

---

*3423 West 36th Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Universal Outdoor, Incorporated, 520 North Michigan Avenue, Chicago, Illinois 60611, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3423 West 36th Street, Advertising Sign--various accounts:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 100 feet  
Total Square Foot Area: 1,200 square feet.

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

---

*41 West 84th Street.*

*Ordered,* That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Whiteco Metrocom, 1770 West 41st Avenue, Gary, Indiana 46408, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 41 West 84th Street, Chicago, Illinois 60621, General Advertisers--various copy:

Dimensions: length 60 feet, height 20 feet  
Height Above Grade/Roof to Top of Sign: 85 feet (plus 5 feet for temporary extensions, when needed)  
Total Square Foot Area: 1,200 square feet.

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

**JOINT COMMITTEE.  
COMMITTEE ON FINANCE.  
COMMITTEE ON HISTORICAL LANDMARK  
PRESERVATION.**

---

**APPROVAL OF AMENDMENTS TO NORTH LOOP  
GUIDELINES RELATING TO CONSERVATION  
AND REDEVELOPMENT OF BLOCK 37.**

The Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Historical Landmark Preservation, submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Finance and Committee on Historical Landmark Preservation having had under consideration a communication transmitting an ordinance authorizing the approval of Amendments to the North Loop Guidelines for Conservation and Redevelopment, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a *viva voce* vote of the members of the committee with no dissenting vote.

Respectfull submitted,  
(Signed) TIMOTHY C. EVANS,  
*Chairman,*

*Committee on Finance.*

(Signed) BERNARD L. STONE,  
*Chairman,*

*Committee on Historical Landmark  
Preservation.*

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



*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

*Nays* -- Aldermen Burke, Kellam, Sheahan, Cullerton, Eisendrath -- 5.

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

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

The following is said ordinance as passed:

WHEREAS, On October 27, 1982 the City Council of the City of Chicago approved the North Loop Guidelines for Conservation and Redevelopment, as amended, ("North Loop Guidelines") in order to provide a framework for review and consideration of North Loop redevelopment proposals; and

WHEREAS, The Commercial District Development Commission ("Commission") has transmitted a certified copy of Resolution No. 87 C.D.D.C.- 11 recommending certain amendments to the North Loop Guidelines; a copy of the resolution is attached hereto and incorporated herein by this reference; and

WHEREAS, The Commission has found that the rehabilitation and retention of the McCarthy Building on the southeast corner of Block 37 in the North Loop Redevelopment Area (bounded by Randolph, State, Washington and Dearborn Streets) presents insurmountable design and marketability constraints on the commercial development of the block; and

WHEREAS, The Commission has recommended to this body that it approve amendments to the North Loop Guidelines which would delete requirements that the McCarthy Building be rehabilitated and retained in the North Loop Redevelopment Area; now, therefore,

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

SECTION 1. The City Council of the City of Chicago finds that the commercial development of Block 37 of the North Loop Redevelopment Area is critical to the commercial revitalization of the North Loop Redevelopment Area.

SECTION 2. The City Council of the City of Chicago finds that the commercial development of Block 37 in the North Loop Redevelopment Area will not proceed if the McCarthy Building is retained for reuse as currently provided in the North Loop Guidelines.

SECTION 3. The City Council of the City of Chicago hereby approves the Amendments to the North Loop Guidelines recommended by the Commission in Resolution No. 87-C.D.D.C.-11 which are incorporated herein and hereby adopted.

SECTION 4. This ordinance shall be effective immediately upon its passage.

Resolution No. 87-C.D.D.C.-11 attached to this ordinance reads as follows:

*City of Chicago*

*Commercial District Development Commission*

*Resolution No. 87-C.D.D.C.-11*

*To Approve An Amendment To The  
North Loop Guidelines For  
Conservation And Redevelopment.*

Whereas, the Commercial District Development Commission by resolution adopted on October 12, 1982, approved the North Loop Guidelines for Conservation and Redevelopment, as amended (the "North Loop Guidelines"); and

Whereas, the North Loop Guidelines state that the McCarthy Building can be rehabilitated and shall be retained for reuse consistent with the Guidelines; and

Whereas, the Commission has received and reviewed the Staff Report and Proposed Resolutions Concerning Amendments to the North Loop Guidelines and the North Loop Tax Increment Redevelopment Plan dated August 18, 1987 (the "Staff Report"); now, therefore,

*Be It Resolved by the Commercial District Development Commission of the City of Chicago:*

Section 1. The retention of the McCarthy Building at the southeast corner of Block 37 in the North Loop Redevelopment Project (bounded by Randolph, State, Washington and Dearborn Streets) presents insurmountable design and marketing constraints upon the commercial development of Block 37.

Section 2. The redevelopment of Block 37 is critical to the revitalization of the entire North Loop Redevelopment Project Area.

Section 3. The amendments to the North Loop Guidelines proposed in the Staff Report are hereby approved as follows:

(A) The fourth paragraph of Section IV, "Conceptual Framework" is amended by deleting the language in brackets and adding the language in italics as follows:

"[Three] *Two* structures will be preserved because of their architectural and historical significance. Through specific effort, each of these structures can be rehabilitated for reuse consistent with these Guidelines:

- The Reliance Building (an official Chicago Landmark)
- The Chicago Theatre/Page Brothers Building."

[ - The McCarthy Building]

(B) The diagram on page 8 entitled "Conservation--Preservation" is revised to eliminate the rendering of the McCarthy Building and its indicated location.

(C) The first sentence of the second paragraph on page 10 is amended by deleting the language in brackets and adding the language in italics as follows:

"[Eight] *Seven* structures are cited above as buildings to be retained."

Section 4. The Commission hereby recommends to the City Council that it approve the foregoing amendments to the North Loop Guidelines.

Section 5. The Secretary is directed to cause a certified copy of this Resolution to be transmitted to the City Council for its consideration.

---

APPROVAL OF AMENDMENT TO REDEVELOPMENT PLAN AND  
PROJECT IN BLOCK 37 FOR NORTH LOOP TAX  
INCREMENT REDEVELOPMENT AREA.

The Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Historical Landmark Preservation, submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Finance and Committee on Historical Landmark Preservation having had under consideration a communication transmitting an ordinance authorizing the approval of an Amendment to the Redevelopment Plan and Project for the North Loop Tax Increment Redevelopment Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a *viva voce* vote of the members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) TIMOTHY C. EVANS,  
*Chairman.*

*Committee on Finance.*

(Signed) BERNARD L. STONE,  
*Chairman.*

*Committee on Historical Landmark  
Preservation.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

*Nays* -- Aldermen Burke, Kellam, Sheahan, Cullerton, Eisendrath -- 5.

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

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

The following is said ordinance as passed:

WHEREAS, On April 10, 1984 the City Council approved the revised North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project ("T.I.F. Redevelopment Plan"), and

WHEREAS, The Commercial District Development Commission ("Commission") has transmitted a certified copy of Resolution No. 87 C.D.D.C.- 12 recommending certain amendments to the T.I.F. Redevelopment Plan; a copy of the Resolution is attached hereto and incorporated herein by this reference; and

WHEREAS, The Commission has found that the rehabilitation and retention of the McCarthy Building on the southeast corner of Block 37 in the North Loop Tax Increment Redevelopment Area (bounded by Randolph, State, Washington and Dearborn Streets) presents insurmountable design and marketability constraints on the commercial development of the block; and

WHEREAS, The Commission has recommended to this body that it approve amendments to the T.I.F. Redevelopment Plan which would delete requirements that the McCarthy Building be rehabilitated and retained in the North Loop Tax Increment Redevelopment Area; now, therefore,

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

SECTION 1. The City Council of the City of Chicago finds that the commercial development of Block 37 of the North Loop Tax Increment Redevelopment Area is critical if the projected tax increment revenues are to be generated in order to secure financing for the redevelopment project costs incurred in the North Loop Tax Increment Redevelopment Area.

SECTION 2. The City Council of the City of Chicago finds that the commercial redevelopment of Block 37 in the North Loop Tax Increment Redevelopment Area will not proceed if the McCarthy Building is retained for reuse as currently provided in the T.I.F. Redevelopment Plan.

SECTION 3. The City Council of the City of Chicago hereby approves the Amendments to the T.I.F. Redevelopment Plan recommended by the Commission in Resolution No. 87-C.D.D.C.-12 which are incorporated herein and hereby adopted.

SECTION 4. This ordinance shall be effective immediately upon its passage.

Resolution No. 87-C.D.D.C.-12 attached to this ordinance reads as follows:

*City Of Chicago*

*Commercial District Development Commission.*

*Resolution No. 87-C.D.D.C.-12.*

*To Approve An Amendment To The  
Redevelopment Plan And Project For The  
North Loop Tax Increment Redevelopment Area.*

Whereas, the Commercial District Development Commission (the "Commission") by resolution adopted on April 10, 1984, approved the Redevelopment Plan and Project for the North Loop Tax Increment Redevelopment Area (the "T.I.F. Redevelopment Plan") and the designation of the Redevelopment Project Area as required by the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois; and

Whereas, the T.I.F. Redevelopment Plan states that the McCarthy Building can be rehabilitated and retained for reuse in the North Loop Tax Increment Redevelopment Area; and

Whereas, the Commission has received and reviewed the Staff Report and Proposed Resolutions Concerning Amendments to the North Loop Guidelines and the North Loop Tax Increment Redevelopment Plan dated August 18, 1987 (the "Staff Report"); now, therefore,

Be It Resolved by the Commercial District Development Commission of the City of Chicago:

Section 1. The retention of the McCarthy Building at the southeast corner of Block 37 in the North Loop Tax Increment Redevelopment Project (bounded by Randolph, State, Washington and Dearborn Streets) presents insurmountable design and marketing constraints upon the commercial redevelopment of Block 37.

Section 2. The redevelopment of Block 37 is critical to the revitalization of the entire North Loop Tax Increment Redevelopment Project Area.

Section 3. The amendments to the T.I.F. Redevelopment Plan proposed in the Staff Report are hereby approved as follows:

(A) The second paragraph of Section V, part 2, no. 2, "Conservation and Preservation" is amended by deleting the language in brackets and adding the language in italics as follows:

"The Redevelopment Plan presently contemplates the preservation of [three] *two* existing buildings because of their architectural and historic significance. Through specific effort, each can be rehabilitated for reuse (1) the Reliance Building *and* the Chicago Theater/Page Building, [and (3) the McCarthy Building]."

(B) The treatment indicated for Parcel 37-12 found on the diagram on page 16, Exhibit 2, to the T.I.F. Redevelopment Plan is amended by deleting the language in brackets and adding the language in italics as follows:

"[Rehabilitation with Acquisition]  
*New Development with Acquisition.*"

Section 5. The Commission hereby recommends to the City Council that it approve the foregoing amendments to the North Loop Tax Increment Redevelopment Area Redevelopment Plan and Project.

Section 6. The Secretary is directed to cause a certified copy of this Resolution to be transmitted to the City Council for its consideration.

REPEAL OF LANDMARK DESIGNATION FOR  
MC CARTHY BUILDING.

The Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Historical Landmark Preservation, submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Finance and Committee on Historical Landmark Preservation having had under consideration a communication transmitting an ordinance repealing an ordinance passed June 6, 1984 (C.J. p. 7199) designating the McCarthy Building as a Chicago Landmark, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a *viva voce* vote of the members of the committee with dissenting votes.

Respectfully submitted,  
(Signed) TIMOTHY C. EVANS,  
*Chairman,*

*Committee on Finance.*

(Signed) BERNARD L. STONE,  
*Chairman,*

*Committee on Historical Landmark  
Preservation.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Shiller, Schulter, Osterman, Orr -- 41.

*Nays* -- Aldermen Burke, Kellam, Sheahan, Krystyniak, Cullerton, Eisendrath, Stone -- 7.

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

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

The following is said ordinance as passed:

WHEREAS, The redevelopment of Block 37 in the North Loop Redevelopment Project (bounded by Randolph, State, Washington and Dearborn Streets) is key to redevelopment of the entire North Loop; and

WHEREAS, In response to a Request for Proposal for a mixed use development of Block 37, issued on February 28, 1983, F.J.V. Venture (a joint venture comprised of J.M.B. Realty Corporation, Metropolitan Structures and the Levy Organization) submitted a proposal to build 300,000 square feet of new retail space and 1.8 million square feet of office space in two office towers fronting on Dearborn Street; and

WHEREAS, On August 23, 1983, the Commercial District Development Commission (C.D.D.C.) recommended acceptance of F.J.V.'s proposal which complied with then existing North Loop Guidelines for Conservation and Redevelopment (October 1982) and the North Loop Tax Increment Redevelopment Area and Redevelopment Plan (April 1984) requiring that the McCarthy Building, a designated Chicago landmark at the northeast corner of Washington and Dearborn, be rehabilitated and restored; and

WHEREAS, F.J.V. Venture and the City of Chicago ("the City") through the Department of Planning entered into extensive negotiations concerning the design and configuration of the project; and

WHEREAS, Certain design constraints, which only subsequently became apparent, relating to the inability to locate an office tower over the Commonwealth Edison substation and the infeasibility of constructing a necessary service tunnel from lower Wacker Drive for delivery vehicles, compel the conclusion that the McCarthy Building cannot be retained on Block 37 in its present site; and

WHEREAS, Despite efforts by F.J.V. and the Department of Planning to explore all feasible options to retain the McCarthy Building (including moving the building to another site on the block), it has become evident that the building cannot be safely relocated, nor can it remain in its current location if the development of Block 37 is to proceed; and

WHEREAS, The current development proposal represents a unique opportunity to stop the deterioration of and remove blight from an important commercial area of the City; and is critical to revitalization of the Loop; and

WHEREAS, The development of Block 37 in accordance with the F.J.V. proposal will result in significant benefits to the City including the generation of more than 500 temporary and 5,500 permanent jobs, an increase in real estate taxes from \$1.5 million currently to an estimated \$15 million annually by the year 2000, the production of \$9.6 million per year in retail sales taxes and a substantial contribution for the preservation of historically and architecturally significant structure(s); now, therefore,

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

SECTION 1. That all of the recitals above are expressly adopted as legislative findings of the City of Chicago and are incorporated herein and are hereby made a part of this ordinance.



SECTION 2. The City Council of the City of Chicago hereby finds and further declares that:

a. Pursuant to the Chicago Landmark Ordinance (Sections 21-62 through 21-95, Municipal Code of Chicago) the role of the Commission on Historical Landmarks ("the Commission") as an advisory body is to recommend to the City Council landmark designation of those buildings or structures which meet the criteria of architectural, historical or aesthetic value set out in the Landmark Ordinance.

b. The City Council is charged under the Landmark Ordinance with making the final decision on issues pertaining to landmark designation and the City Council, as the legislative body, may consider factors other than historic preservation in making its determination and may override the recommendation of the Commission when balancing a building's historical and architectural significance against the economic welfare of the City and the public interest.

c. Although the Landmark Ordinance provides a procedural framework for evaluating relative economic hardship to an owner resulting from denial of a building permit, it does not contemplate and does not provide a method for evaluating a landmark designation which unavoidably conflicts with a critical redevelopment project undertaken by the City itself, particularly where the rights and obligations of the City and the developer, as parties to a redevelopment agreement, must be set and formalized long before the City actually acquires property and can apply for necessary permits.

d. The factors traditionally used to measure the relative economic hardship to an individual owner of a landmark structure such as rate of return on investment, are not well adapted and are inappropriate to measure the economic impact on the City resulting from inability to proceed with a redevelopment plan.

e. Because of the physical stagnation in development and impaired economic growth of the North Loop and the resulting threat to sound growth and the tax base of the City, the City Council acted to eradicate this commercial blight and alleviate these adverse conditions by designating the North Loop as a "Blighted Commercial Area" on March 20, 1979, and by creating a North Loop Tax Increment Redevelopment Project Area on June 20, 1984, pursuant to the Tax Increment Allocation Redevelopment Act, Ill. Rev. Stat. Ch. 24, 11-74.4.1, *et seq.* (1985).

f. Because of long-delayed redevelopment of the North Loop is tied to and has been funded in part by the proceeds from issuance of Tax Increment Financing Bonds (pursuant to an ordinance adopted by the City Council on June 20, 1984) which were sold and are scheduled to be retired by the increased tax revenues to the City from the North Loop Redevelopment Project, timely progress on the project and resolution of the problems attendant to the development of Block 37 are critical.

g. The recommendation to designate the McCarthy Building as a "Chicago Landmark" made by the Commission to the City Council on January 12, 1983, considered only the architectural and historic value of the building as measured by the criteria set forth in the prior ordinance, and did not and could not evaluate the merits of

the proposed designation as weighed against a redevelopment project determined by the City Council to be essential to the public interest and economic welfare of the City.

h. It is economically, physically and architecturally infeasible to relocate the McCarthy Building to a suitable location or to integrate it in its present site into the proposed development plan of Block 37.

i. The public benefits of the redevelopment of Block 37 as reflected by the expected incremental tax revenues to be generated within the redevelopment project area, expanded employment opportunity and revitalized economic activity, significantly outweighs the architectural or aesthetic value of the McCarthy Building.

SECTION 3. Notwithstanding the Landmarks Ordinance (Chapter 21-64 through 21-95) or any other provisions of the Municipal Code of Chicago, the ordinance designating the McCarthy Building as a Chicago landmark passed on June 6, 1984 (C.J. p. 7199) is hereby repealed.

SECTION 4. This ordinance shall be in effect from and after its passage.

---

EXECUTION OF REDEVELOPMENT AGREEMENT AND CONTRACT  
WITH F.J.V. VENTURE FOR SALE OF LAND IN  
BLOCK 37 IN NORTH LOOP BLIGHTED  
COMMERCIAL AREA.

The Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Historical Landmark Preservation, submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Finance and Committee on Historical Landmark Preservation having had under consideration a communication transmitting an ordinance authorizing the execution of a Redevelopment Agreement and Contract for Sale of Land in Block 37 in the North Loop Blighted Commercial Area, between the City of Chicago and the F.J.V. Venture, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a *viva voce* vote of the members of the committee with no dissenting votes.

Respectfully submitted,  
(Signed) TIMOTHY C. EVANS,  
*Chairman,*

*Committee on Finance.*

(Signed) BERNARD L. STONE,  
*Chairman,*

*Committee on Historical Landmark  
Preservation.*

Said proposed ordinance, transmitted with the foregoing committee report, reads as follows:

WHEREAS, The City of Chicago, (The "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established the Commercial District Development Commission, (hereinafter "the Commission") as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago; and

WHEREAS, In furtherance of the objectives of such ordinance, the Commission, on March 20, 1979, designated the North Loop Blighted Commercial Area and approved a Redevelopment Plan for the area, which designation was approved by the City Council pursuant to ordinance duly adopted on March 28, 1979, and which Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982; and

WHEREAS, On February 28, 1983 the City issued a Request for Proposals (the "R.F.P.") for the purchase and redevelopment of the real property designated as Block 37 in the North Loop Blighted Commercial Area, bounded by West Randolph Street, North Dearborn Street, West Washington Street and North State Street (the "Property"); and

WHEREAS, In response to the R.F.P. a timely bid was submitted by F.J.V. Venture (hereinafter "the Venture") for the purchase of a specified portion of the property for a purchase price of \$12,583,430 and the redevelopment thereof, said proposal being presented to the Commission at its meeting on August 23, 1983; and

WHEREAS, The proposal was analyzed by the staff of the Department of Planning and was made available for review and comment by the general public; and

WHEREAS, At its meeting on August 23, 1983, the Commission by Resolution No. 83-C.D.D.C.-34, approved the proposal by the Venture for redevelopment of the Property and directed the drafting and preparation of a redevelopment agreement between the City and the Venture; and

WHEREAS, The State of Illinois has adopted tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter, Section 11-74-4-1 *et seq.*, Illinois Revised Statutes, as amended, (hereinafter referred to as the ("Act")), such Act becoming effective January 10, 1977; and

WHEREAS, The City Council adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Redevelopment Plan and Project for the North Loop Redevelopment Area and adopting Tax Increment Financing for the North Loop Redevelopment Area, all as provided by the Act; and

WHEREAS, The City Council has considered the proposal and offer of the Venture and the approval thereof by the Commission and finds the proposal and bid to be satisfactory; now, therefore,

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

SECTION 1. The City Council of the City of Chicago authorizes and approves the sale of that portion of the property described in the Redevelopment Agreement as the Sale Parcels, to F.J.V. Venture, as recommended by the Commission, for the total price of \$12,583,430.

SECTION 2. The Mayor and the Commissioner of the Department of Planning are authorized and directed to execute and the City Clerk to attest to the Redevelopment Agreement for the sale and redevelopment of the Property substantially in the form attached hereto, subsequent to approval thereof by the Corporation Counsel as to form and legality, and are further authorized to execute and attest to a deed and any other documents and take all actions which are required by the Redevelopment Agreement and which may be necessary to complete the transaction contemplated thereby.

SECTION 3. This ordinance shall be effective immediately upon its passage.

Alderman Bloom presented the following proposed amendment:

"I move to amend the ordinance authorizing the execution of the Redevelopment Agreement and Contract for Sale of Land, North Loop Block 37, by renumbering existing Section 3 as Section 4, and by inserting a new Section 3, as follows:

SECTION 3. No officer, agent or employee of the City of Chicago shall expend or assign any portion of the cash contributions or payments made pursuant to Paragraph 7, Paragraph 19 or Exhibit "R" of the Redevelopment Agreement without the express prior approval of the City Council."

On motion of Alderman Bloom, the foregoing proposed amendment was *Adopted* by a *viva voce* vote.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurinò, O'Connor, Pucinski, Natarus, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

*Nays* -- Aldermen Burke, Kellam, Sheahan, Cullerton, Eisendrath -- 5.

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

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

The following is said amended ordinance, as passed:

WHEREAS, The City of Chicago, (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Pursuant to the home rule powers granted in the Constitution of the State of Illinois, the City established the Commercial District Development Commission, (hereinafter "the Commission") as set forth in Chapter 15.1 of the Municipal Code of the City of Chicago; and

WHEREAS, In furtherance of the objectives of such ordinance, the Commission, on March 20, 1979, designated the North Loop Blighted Commercial Area and approved a Redevelopment Plan for the area, which designation was approved by the City Council pursuant to ordinance duly adopted on March 28, 1979, and which Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982; and

WHEREAS, On February 28, 1983, the City issued a Request for Proposals (the "R.F.P.") for the purchase and redevelopment of the real property designated as Block 37 in the North Loop Blighted Commercial Area bounded by West Randolph Street, North Dearborn Street, West Washington Street and North State Street (the "Property"); and

WHEREAS, In response to the R.F.P., a timely bid was submitted by F.J.V. Venture (hereinafter "the Venture") for the purchase of a specified portion of the property for a purchase price of \$12,583,430 and the redevelopment thereof, said proposal being presented to the Commission at its meeting on August 23, 1983; and

WHEREAS, The proposal was analyzed by the staff of the Department of Planning and was made available for review and comment by the general public; and

WHEREAS, At its meeting on August 23, 1983, the Commission by Resolution No. 83-C.D.D.C.-34, approved the proposal by the Venture for redevelopment of the Property and

directed the drafting and preparation of a redevelopment agreement between the City and the Venture; and

WHEREAS, The State of Illinois has adopted tax increment financing pursuant to the Real Property Tax Increment Allocation Redevelopment Act of the State of Illinois, Chapter, Section 11-74-4-1 et seq., Illinois Revised Statutes, as amended, (hereinafter referred to as the "Act"), such Act becoming effective January 10, 1977; and

WHEREAS, The City Council adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Redevelopment Plan and Project for the North Loop Redevelopment Area and adopting Tax Increment Financing for the North Loop Redevelopment Area, all as provided by the Act; and

WHEREAS, The City Council has considered the proposal and offer of the Venture and the approval thereof by the Commission and finds the proposal and bid to be satisfactory; now, therefore,

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

SECTION 1. The City Council of the City of Chicago authorizes and approves the sale of that portion of the property described in the Redevelopment Agreement as the Sale Parcels, to F.J.V. Venture, as recommended by the Commission, for the total price of \$12,583,430.

SECTION 2. The Mayor and the Commissioner of the Department of Planning are authorized and directed to execute and the City Clerk to attest to the Redevelopment Agreement for the sale and redevelopment of the Property substantially in the form attached hereto, subsequent to approval thereof by the Corporation Counsel as to form and legality, and are further authorized to execute and attest to a deed and any other documents and take all actions which are required by the Redevelopment Agreement and which may be necessary to complete the transaction contemplated thereby.

SECTION 3. No officer, agent or employee of the City of Chicago shall expend or assign any portion of the cash contributions or payments made pursuant to Paragraph 7, Paragraph 19 or Exhibit "R" of the Redevelopment Agreement without the express prior approval of the City Council.

SECTION 4. This ordinance shall be effective immediately upon its passage.

---

ADOPTION OF SCHEDULE FOR REDEVELOPMENT OF BLOCK 37  
IN NORTH LOOP BLIGHTED COMMERCIAL AREA AND  
UTILIZATION OF "QUICK TAKE" PROCEEDINGS  
TO ACQUIRE LAND TITLE IN BLOCK 37.

The Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Historical Landmark Preservation, submitted the following report:

CHICAGO, September 22, 1987.

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

Your Committee on Finance and Committee on Historical Landmark Preservation having had under consideration a communication transmitting an ordinance authorizing the adoption of a schedule for the redevelopment of Block 37 in the North Loop Blighted Commercial Area and directing quick take proceedings to seek immediate vesting of title to land in Block 37 in the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a *viva voce* vote of the members of the committee with no dissenting votes.

Respectfully submitted,  
(Signed) TIMOTHY C. EVANS,  
*Chairman,*

*Committee on Finance.*

(Signed) BERNARD L. STONE,  
*Chairman,*

*Committee on Historical Landmark  
Preservation.*

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 43.

*Nays* -- Aldermen Burke, Kellam, Sheahan, Cullerton, Eisendrath -- 5.

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

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

The following is said ordinance as passed:

WHEREAS, The General Assembly in Chapter 110, Ill. Rev. Stat. Sec. 7-103 has authorized the use of "Quick Take" proceedings by the City of Chicago for the purposes set

forth in Divisions 74.2 and 74.3 of Article 2 of the Illinois Municipal Code as now or hereafter amended, said purposes being the redevelopment of commercial or business areas, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, The City Council of the City of Chicago, by ordinance adopted May 28, 1979, approved the designation of Blighted Commercial Project North Loop, said project being established pursuant to the home rule power of the City of Chicago for the purpose of redevelopment of a commercial area; and

WHEREAS, By ordinance adopted September 26, 1979 for Blighted Commercial Area Project North Loop and reaffirmed by ordinance adopted June 18, 1983, the City Council of the City of Chicago authorized the Corporation Counsel to negotiate for the acquisition of parcels contained within said project areas and to institute eminent domain proceedings to acquire said property in the event he was unable to acquire said property through negotiations; and

WHEREAS, By ordinance adopted concurrently, the City Council of the City of Chicago approved a Redevelopment Agreement with F.J.V. Venture, an Illinois general partnership providing for the redevelopment of the block within the City of Chicago bounded by Randolph Street on the North, State Street on East, Washington Street on the South and Dearborn Street on the West ("Block 37") in Blighted Commercial Area North Loop and said Redevelopment Agreement requires the City of Chicago to convey Block 37 to the redeveloper no later than February 1, 1988; and

WHEREAS, The Corporation Counsel has been unable to acquire said property through negotiations and will institute eminent domain proceedings to acquire same; and

WHEREAS, The City Council determines that completion of the redevelopment project in accordance with a schedule adopted herewith by the City Council is necessary and essential to the public interest and is required for the public welfare and that use of quick take power is necessary in order to acquire Block 37 in accordance with said schedule; now, therefore,

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

SECTION 1. A schedule for the redevelopment of Block 37 pursuant to the terms of the Redevelopment Contract be and is hereby adopted as follows:

- (a) Completion of acquisition of all parcels shall be on or before January 1, 1988;
- (b) Relocation of all parties in possession shall be on or before September 1, 1988;
- (c) Demolition of all improvements shall be on or before September 1, 1988; and
- (d) Conveyance to the redeveloper shall be on or before February 1, 1988.

SECTION 2. It is hereby further determined that it is necessary to acquire all parcels constituting Block 37 immediately in order to comply with the schedule adopted by the City



Council for redevelopment of Block 37 and use of quick take power is necessary to effect said acquisition.

SECTION 3. The Corporation Counsel is hereby directed pursuant to the provision of Ill. Rev. Stat., Chap. 110, Sec. 7-103 through 112 to immediately acquire fee simple title to the parcels constituting Block 37.

SECTION 4. This ordinance shall take effect immediately upon its passage.

---

### **MATTERS PRESENTED BY THE ALDERMEN**

**(Presented By Wards, In Order, Beginning With The First Ward).**

Arranged under the following subheadings:

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

---

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

*Referred -- ESTABLISHMENT OF LOADING ZONES AT SUNDRY  
LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>ROTI</i> (1st Ward)	South Dearborn Street (east side) from a point 405 feet north of West Polk Street to a point 43 feet north thereof--at all times--no exceptions;
	South Peoria Street (east side) from a point 40 feet north of West Van Buren

Alderman	Location, Distance And Time
	Street to a point 45 feet north thereof--at all times--no exceptions;
<i>TILLMAN</i> (3rd Ward)	South State Street, at 5752--9:00 A.M. to 5:00 P.M.--Monday through Saturday;
<i>FARY</i> (12th Ward)	South Archer Avenue, at 4344--approximately 20 feet--at all times-- no exceptions;
<i>GARCIA</i> (22nd Ward)	West 25th Street (south side) from a point 20 feet east of South Sacramento Avenue to a point 50 feet east thereof--7:00 A.M. to 3:00 P.M.--Monday through Saturday;
<i>GUTIERREZ</i> (26th Ward)	North Wilmot Avenue (west side) from McDonald's Restaurant driveway to 1952 North Wilmot Avenue--7:00 A.M. to 5:00 P.M.--Monday through Friday;
<i>HAGOPIAN</i> (30th Ward)	West Fullerton Avenue, at 5021--8:00 A.M. to 4:00 P.M.--Monday through Saturday;
<i>MELL</i> (33rd Ward)	North California Avenue, at 3114--7:00 A.M. to 10:00 P.M.--Monday through Friday;
<i>NATARUS</i> (42nd Ward)	East Huron Street, at 13 (in front of the entryway)--at all times--no exceptions.

---

*Referred* -- AMENDMENT OF LOADING ZONE ON PORTION  
OF SOUTH ARCHER AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on June 12, 1985 (C.J. pp. 17830--17831) by striking the words "at all times" relative to the loading zone at 5764 South Archer Avenue (north side) and inserting in lieu thereof "7:00 A.M. to 5:00 P.M.--Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTIONS  
ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way And Direction
<i>KRYSTYNIAK</i> (23rd Ward)	South Lockwood Avenue, from the first alley south of Archer Avenue to West 55th Street--northerly;
<i>SHILLER</i> (46th Ward)	North Grace Street, from North Lake Shore Drive to North Pine Grove Avenue--westerly.

---

*Referred--* AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH DAWSON AVENUE.

Alderman Mell (33rd Ward) presented a proposed ordinance which would amend an ordinance passed on July 12, 1950 (C.J. p. 6885) by striking the words "From North Milwaukee Avenue to North Kimball Avenue--northerly", relative to the restriction on the movement of vehicular traffic on North Dawson Avenue and inserting in lieu thereof the words "From North Kimball Avenue to North Milwaukee Avenue--southerly", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred--* AMENDMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST WINONA AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance which would amend an ordinance passed on May 9, 1973 (C.J. pp. 55828--55829) by striking the words "North Leavitt Street" relative to the restriction on the movement of vehicular traffic on West Winona Avenue and inserting in lieu thereof the words "North Oakley Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED STREETS.

Alderman Sheahan (19th Ward) presented two proposed ordinances to discontinue the restrictions on the movement of vehicular traffic, allowing the flow of traffic to proceed in both directions, on portions of specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Public Way	Distance
South Maplewood Avenue	From West 115th Street to West 114th Street--northerly;
South Homan Avenue	From West 114th Street to West 111th Street--northerly.

---

*Referred --* AMENDMENT OF PARKING METER ZONE ON  
PORTION OF EAST WACKER DRIVE.

Alderman Roti (1st Ward) presented a proposed ordinance which would amend an ordinance passed on September 15, 1976 (C.J. pp. 3684--3685) by striking the words "North Columbus Drive" relative to the parking meter zone established on East Wacker Drive (both sides--intermediate level) and inserting in lieu thereof "North Lake Shore Drive--No Parking--Tow Zone", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* REMOVAL OF PARKING METERS AT  
SPECIFIED LOCATIONS.

Alderman Kotlarz (35th Ward) presented three proposed orders for the removal of parking meters at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Location	Parking Meter Number
North Elston Avenue at 4020	458-4062 and 458-4063;
West Irving Park Road at 3660	458-4064, 458-4066 and 458-4067;
North Pulaski Road (both sides) between West Fullerton Avenue and West Altgeld Street	434-4047, 434-4048, 434-4049, 434- 4050, 434-4051, 434-4052, 434-4053, 434-4054, 434-4055, 434-4056, 434- 4057, 434-4058, 434-4059, 434-4060 and 434- 4071.

*Referred* -- LIMITATION OF PARKING DURING SPECIFIED HOURS  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
KRYSTYNIAK (23rd Ward)	South Ridgeway Avenue (west side) from Archer Avenue to the first alley south thereof, one hour--8:00 A.M. to 8:00 P.M.--Monday through Saturday;
HAGOPIAN (30th Ward)	North Cicero Avenue (both sides) from West Roscoe Street to West Melrose Street, one hour--9:00 A.M. to 9:00 P.M.--no exceptions;
CULLERTON (38th Ward)	West Irving Park Road (south side) between North Neva Avenue and North Nottingham Avenue--9:00 A.M. to 6:00 P.M.--Monday through Saturday;
PUCINSKI (41st Ward)	North Harlem Avenue (east side) at 5301 to 5321, one hour--9:00 A.M. to 4:00 P.M.--Monday through Saturday.

---

*Referred* -- AMENDMENT OF PARKING LIMITATION DURING  
SPECIFIED HOURS ON PORTION OF SOUTH  
SAYRE AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance which would amend an ordinance passed on April 1, 1987 (C.J. p. 41093) by striking the words "8:00 A.M. to 12 midnight, Sunday through Saturday" relative to the limitation on the parking of vehicles on portion of South Sayre Avenue (west side) and inserting in lieu thereof "8:00 A.M. to 9:00 P.M., Monday through Saturday", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- PROHIBITION OF PARKING AT ALL TIMES  
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>BLOOM</i> (5th Ward)	South Bennett Avenue (west side) from a point 20 feet north of East 71st Street to a point 130 feet north thereof;
<i>SAWYER</i> (6th Ward)	South Evans Avenue at 7708 (except for handicapped);
<i>BEAVERS</i> (7th Ward)	East 77th Street at 2708 (except for handicapped);
<i>VRDOLYAK</i> (10th Ward)	South Avenue "N" at 11119 (except for handicapped); South Burley Avenue at 13320 (except for handicapped);
<i>HUELS</i> (11th Ward)	South Broad Street at 3034 (except for handicapped); West 32nd Street at 1216 (except for handicapped);
<i>FARY</i> (12th Ward)	South Oakley Avenue (both sides) between West 47th Place and West 48th Street;
<i>STREETER</i> (17th Ward)	South Stewart Avenue at 8121 (except for handicapped);
<i>JONES</i> (20th Ward)	South St. Lawrence Avenue at 6045 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	West Helen J. Mikols Drive (west side of the parking lot service drive) beginning at a point 236 feet from the west property line of South Cicero Avenue to a point 540 feet east and north thereof, (except for a 10 minute livery standing);

## Alderman

## Location And Distance

West Helen J. Mikols Drive (west side of the parking lot service drive) beginning at a point 552 feet from the west property line of South Cicero Avenue to a point 1,046 feet east and north thereof, (except vehicles displaying Zone 22R card);

South Central Avenue (west side) from a point 296 feet south of West 57th Street to West 58th Street (trucks);

South Hamlin Avenue at 4705 (except for handicapped);

*SOLIZ* (25th Ward) South Racine Avenue at 1828 (except for handicapped);

*GUTIERREZ* (26th Ward) West Crystal Street at 1742 (except for handicapped);

*SMITH* (28th Ward) North Keeler Avenue at 212 (except for handicapped);

West Maypole Avenue at 4216 (except for handicapped);

*HAGOPIAN* (30th Ward) North Parkside Avenue at 2169 (except for handicapped);

North Parkside Avenue at 2171 (except for handicapped);

*GILES* (37th Ward) West Huron Street at 3748 (except for handicapped);

*EISENDRATH* (43rd Ward) West Webster Avenue (south side) from North Clark Street to the first alley east thereof;

*HANSEN* (44th Ward) North Sheffield Avenue and West School Street at 3308 (at either side of three driveways);

Alderman	Location And Distance
<i>LEVAR</i> (45th Ward)	West Catalpa Avenue from North Central Avenue to a point 30 feet east thereof;  West Higgins Avenue (north side) from North Milwaukee Avenue to the Jefferson State Bank drive-in facility;
<i>STONE</i> (50th Ward)	North Mozart Street at 6421 (except for handicapped).

---

*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 and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>GUTIERREZ</i> (26th Ward)	North Wilmot Avenue (east side) at 1951--1963--7:00 A.M. to 5:00 P.M.--Monday through Friday;
<i>CULLERTON</i> (38th Ward)	West School Street (south side) from North Austin Avenue to the first alley east thereof--7:00 A.M. to 5:00 P.M.--on school days;
<i>HANSEN</i> (44th Ward)	West Hawthorne Place at 541--7:00 A.M. to 4:30 P.M.--Monday through Friday.

---

*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION ON PORTION OF SOUTH WALDEN AVENUE.

Alderman Sheahan (19th Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles on the west side of South Walden Avenue from the first alley south of West 103rd Street to West 105th Street--8:00 A.M. to 10:00 A.M., except Sundays and holidays, which was *Referred to the Committee on Traffic Control and Safety*.



*Referred* -- DISCONTINUANCE OF PARKING PROHIBITION ON  
PORTION OF WEST 25TH STREET.

Alderman Garcia (22nd Ward) presented a proposed ordinance to discontinue the prohibition against the parking of vehicles at all times, on the south side of West 25th Street, from a point 20 feet east of South Sacramento Avenue, to a point 50 feet east thereof, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT  
PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones for vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
KRYSTYNIAK (23rd Ward)	5300 block of South Lockwood Avenue (both sides) from the first alley south of Archer Avenue to West 53rd Place;
KOTLARZ (35th Ward)	3400 block of North Keeler Avenue, from West Roscoe Street to North Milwaukee Avenue--at all times;
CULLERTON (38th Ward)	3600 block of North Luna Avenue (both sides)--at all times;  6100 block of West Newport Avenue (both sides)--at all times--Monday through Saturday;
SCHULTER (47th Ward)	4800 block of North Leavitt Street (both sides)--at all times.

---

*Referred* -- DESIGNATION OF SERVICE DRIVE/DIAGONAL  
PARKING ON PORTION OF WEST  
BARRY STREET.

Alderman Banks (36th Ward) presented a proposed ordinance to designate as a service drive and to permit diagonal parking upon 5600 West Barry Avenue, from the first alley west of North Central Avenue, east to the driveway of 5600 West Barry Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred --* ESTABLISHMENT OF SPEED LIMITATIONS  
ON PORTION OF NORTH FOREST GLEN  
AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on that portion of North Forest Glen Avenue, from North Cicero Avenue to West Peterson Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

---

*Referred --* ESTABLISHMENT OF TOW-AWAY ZONES AT  
SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
<i>T. EVANS</i> (4th Ward)	South East End Avenue (east side) on either side of garage driveway of the 5050 Lake Shore Drive Building--at all times--no exceptions;
<i>KRYSTYNIAK</i> (23rd Ward)	City-owned parking sites at 5227--5229, 5031--5059, 4912--4916, 4911--4915, 4720--4723, 4919--4925 and 4612--4620 South Cicero Avenue--12:00 midnight to 7:00 A.M.--no exceptions;
	West 58th Street (south side), from South Parkside Avenue to South Central Avenue--at all times--no exceptions;
<i>SOLIZ</i> (25th Ward)	West Cermak Road at 1948 (at either side of driveway)--at all times--no exceptions.

*Referred* -- INSTALLATION OF TRAFFIC CONTROL  
SIGNALS ON PORTION OF EAST  
85TH STREET.

Alderman Sawyer (6th Ward) presented a proposed order for the installation of automatic traffic control signals for east and westbound traffic on East 85th Street at its intersection with South Martin Luther King Drive, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- INSTALLATION OF TRAFFIC SIGNS  
AT SUNDRY LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Type Of Sign
<i>ROTI</i> (1st Ward)	West 9th Street and South Park Terrace--"Stop";
<i>TILLMAN</i> (3rd Ward)	Northwest corner of West 61st Street at its intersection with South Normal Avenue--"Do Not Enter";
<i>BLOOM</i> (5th Ward)	East 76th Street and South Paxton Avenue--"Stop";
<i>SAWYER</i> (6th Ward)	Intersection of East 88th Street and South Langley Avenue--"Stop";
<i>SHAW</i> (9th Ward)	West 124th Street and South Parnell Avenue--"4-Way Stop";
	East 133rd Street and South Riverdale Avenue--"4-Way Stop";
<i>MADRZYK</i> (13th Ward)	South Central Park Avenue at West 66th Place--"Stop";
	Entrances to the north-south alley bounded by West 65th Street, West 66th Street, South Kenneth Avenue and South Kilbourn Avenue--"Thru Traffic Prohibited";

Alderman	Location And Type Of Sign
<i>KELLAM</i> (18th Ward)	<p>South Wolcott Avenue and West 84th Street--"2-Way Stop";</p> <p>South Wolcott Avenue and West 85th Street--"2-Way Stop";</p> <p>West 82nd Street, South Kolmar Avenue, South Scottdale Avenue and South Kilpatrick Avenue--"4-Way Stop" and "25 m.p.h.";</p>
<i>SHEAHAN</i> (19th Ward)	<p>West 106th Street and South Springfield Avenue--"4-Way Stop";</p>
<i>J. EVANS</i> (21st Ward)	<p>South Parnell Avenue at West 100th Street--"Stop";</p>
<i>GARCIA</i> (22nd Ward)	<p>West 33rd Street at North Karlov Avenue--"Stop";</p>
<i>KRYSTYNIAK</i> (23rd Ward)	<p>Helen J. Mikols Drive and South Kilpatrick Avenue "4-Way Stop";</p> <p>West 54th Street at South Newcastle Avenue--"Stop";</p> <p>Entrances to the alley bounded by West 54th Street, West 55th Street, South Hamlin Avenue and South Ridgeway Avenue--"Thru Traffic Prohibited";</p> <p>West 57th Street and South Natoma Avenue--"4-Way Stop";</p> <p>West 58th Street and South New England Avenue--"4-Way Stop";</p>
<i>SMITH</i> (28th Ward)	<p>East-west alleys between West Washington Boulevard, West Maypole Avenue, North Homan Avenue and North Central Park Avenue--"No Parking At Any Time";</p>

Alderman	Location And Type Of Sign
<i>HAGOPIAN</i> (30th Ward)	West Cortland Street at North Tripp Avenue--"Stop";
<i>GABINSKI</i> (32nd Ward)	West Ogden Avenue at North Peoria Street--"Stop";  Northeast corner of West Julian Street at North Wood Street--"Stop";
<i>GILES</i> (37th Ward)	North LaCrosse Avenue at West Fulton Street--"Stop";
<i>CULLERTON</i> (38th Ward)	West Grace Street at North Nottingham Avenue--"Stop";  Northeast corner of West Waveland Avenue at North Ottawa Avenue-- "No Outlet";
<i>O'CONNOR</i> (40th Ward)	West Granville Avenue and North Western Avenue--"No Turn On Red-- 7:00 A.M. to 7:00 P.M.";
<i>PUCINSKI</i> (41st Ward)	North Melvina Avenue and West Ardmore Avenue--"4-Way Stop";
<i>EISENDRATH</i> (43rd Ward)	North Ritchie Court at East Banks Street and Goethe Street--"Stop";  West Wrightwood Avenue and North Greenview Avenue--"4-Way Stop";
<i>HANSEN</i> (44th Ward)	West Barry Avenue at North Sheridan Road--"Stop";  North Cambridge Avenue at West Diversey Avenue--"Stop";  West Wellington Avenue at North Lakewood Avenue--"Stop";
<i>LEVAR</i> (45th Ward)	North Kostner Avenue at West Berteau Avenue--"Stop";

Alderman	Location And Type Of Sign
	North Kostner Avenue at West Cullom Avenue--"Stop";
	North Merrimac Avenue at West Carmen Avenue--"Stop";
	North Nagle Avenue at West Carmen Avenue--"No Right Turn--7:00 A.M. to 9:00 P.M. and 4:00 P.M. to 6:00 P.M.";
	North Newcastle Avenue and West Strong Street--"3-Way Stop";
	West Windsor Avenue and North Lockwood Avenue--"3-Way Stop";
<i>SCHULTER</i> (47th Ward)	West Henderson Avenue and North Wolcott Avenue--"4-Way Stop";
<i>ORR</i> (49th Ward)	Entrance to the emergency lane on North Haskins Avenue and North Hermitage Avenue at triangle park-- "Emergency Lane-Do Not Enter";
	North Haskins Avenue and North Hermitage Avenue--"Caution- Children Playing";
<i>STONE</i> (50th Ward)	West Granville Avenue and North Western Avenue--"No Turn On Red-- 7:00 A.M. to 7:00 P.M".

---

*Referred -- DISCONTINUANCE OF "STOP"  
SIGNS AT SPECIFIED LOCATIONS.*

The aldermen named below submitted two proposed ordinances to discontinue the stop signs at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
<i>FIGUEROA</i> (31st Ward)	North Central Park Avenue and West Belden Avenue, stopping north/south traffic on Central Park Avenue;

Alderman	Location
<i>GILES</i> (37th Ward)	North Lockwood Avenue, from West Race Avenue to West Lake Street (one-way street/southerly).

---

*Referred* -- AMENDMENT OF TRAFFIC SIGNS ON PORTION OF SOUTH UNION AVENUE.

Alderman Streeter (17th Ward) presented a proposed ordinance which would amend an ordinance passed on October 9, 1985 (C.J. p. 20537) by striking the words "4-Way Stop Signs" relative to the stop signs erected at South Union Avenue and West 71st Street and inserting in lieu thereof "stopping north and southbound traffic on South Union Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- ESTABLISHMENT OF FIVE TON WEIGHT LIMIT FOR VEHICLES ON SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to fix a weight limit of five tons for trucks and commercial vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
<i>CULLERTON</i> (38th Ward)	West Cornelia Avenue, between the 4800 and 4900 block;  North Oak Park Avenue, from West Addison Street to West Irving Park Road;
<i>STONE</i> (50th Ward)	North Rockwell Street, from West Lunt Avenue to West Touhy Avenue.

---

*Referred* -- AMENDMENT OF WEIGHT LIMITATION ON PORTION OF WEST 23RD STREET.

Alderman Soliz (25th Ward) presented a proposed ordinance which would amend an ordinance passed on March 27, 1952 (C.J. p. 2147) by striking the words "Between South Western Avenue and South Oakley Avenue--5 tons" and "From South Wolcott Avenue to South Damen Avenue--5 tons" relative to the establishment of load limitations on West 23rd Street and inserting in lieu thereof "Between South Wolcott Avenue and South Western Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

*Referred* -- PAINTING OF YELLOW DIAGONAL LINES ON  
PORTION OF NORTH HASKINS AVENUE AND  
NORTH HERMITAGE AVENUE.

Alderman Orr (49th Ward) presented a proposed order to cause the painting of yellow diagonal lines at the entrance to the emergency lane on North Haskins Avenue and North Hermitage Avenue at triangle park, which was *Referred to the Committee on Traffic Control and Safety*.

---

2. ZONING ORDINANCE AMENDMENTS.

---

*Referred* -- ZONING RECLASSIFICATIONS OF  
PARTICULAR AREAS.

The aldermen named below presented six proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

**BY ALDERMAN SHAW** (9th Ward):

To classify as an R3 General Residence District instead of a B5-2 General Service District and a B3-2 General Retail District the area shown on Map No. 28-E bounded by

East 114th Street; South Michigan Avenue; East 115th Street; and South State Street.

To classify as a C2-1 General Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 32-E bounded by

East 134 Street; the right-of-way of Chicago Western and Indiana Railroad; the Little Calumet River (city limits); and South Forest Avenue.

To classify as an R2 Single-Family Residence District instead of an M3-3 Heavy Manufacturing District the area shown on Map Nos. 32-E and 32-F bounded by

East and West 127th Street; South Indiana Avenue; East 130th Street or the line if extended where no street exists; the Calumet River (city limits); and the westerly right-of-way line of the Pennsylvania Railroad.

**BY ALDERMAN GABINSKI** (32nd Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-G bounded by



a line 78 feet south of West Altgeld Street; North Janssen Avenue; a line 129 feet south of West Altgeld Street; and the alley next west of North Janssen Avenue.

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 7-G bounded by

a line 154 feet south of West Altgeld Street; the alley next east of North Janssen Avenue; a line 179 feet south of West Altgeld Street; and North Janssen Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

To classify as an R3 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 5-H bounded by

Lot 19 in block 6 in wards subdivision of block 12 in Sheffields addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

---

### 3. CLAIMS.

---

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

The aldermen named below presented twenty-two 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
T. EVANS (4th Ward)	Harper Square Housing Corporation (2);
MADRZYK (13th Ward)	Kings Court Condominium-Phase II; South Homan Condominium Association;
KELLAM (18th Ward)	4046 West 87th Street Condominium Association;
SHEAHAN (19th Ward)	Carole Harrington Cahill;

Alderman	Claimant
<i>JONES</i> (20th Ward)	Greenwood West Co-Operative Apartments, Incorporated;
<i>KRYSTYNIAK</i> (23rd Ward)	Blanche Sokolowski; Margaret Barbara Cochrane; Michele Tangorra;
<i>GABINSKI</i> (32nd Ward)	Hope Ortega;
<i>MELL</i> (33rd Ward)	Jean Kuester;
<i>AUSTIN</i> (34th Ward)	Junious C. Thomas;
<i>EISENDRATH</i> (43rd Ward)	21 East Chestnut Condominium Association; Hampden Tower Condominium Association;
<i>LEVAR</i> (45th Ward)	Mayfair Terrace Condominium Association, Incorporated; Edmunds Street Condominium Association;
<i>SHILLER</i> (46th Ward)	Gill Park Cooperative;
<i>ORR</i> (49th Ward)	Hyman Rudman;
<i>STONE</i> (50th Ward)	The Royalton Condominiums.

---

#### 4. UNCLASSIFIED MATTERS

(Arranged In Order According To Ward Numbers).

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

Presented By

**ALDERMAN ROTI (1st Ward):**

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF  
SPECIFIED PUBLIC WAY.**

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 south 98 feet of that part of North Aberdeen Street lying north of West Grand Avenue for Mr. Anton Klun (No. 8-1- 85-995); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

---

***Referred* -- ESTABLISHMENT OF TAXICAB STANDS 576 AND  
577 ON PORTIONS OF SPECIFIED PUBLIC WAYS.**

Also, two proposed ordinances for the establishment of taxicab stands 576 and 577 as indicated below, which were *Referred to the Committee on Local Transportation*, as follows:

Taxicab Stand 576--

On East South Water Street, along the south curb, from a point 30 feet west of the west building line of North Columbus Drive to a point 288 feet west thereof--12 vehicles; and

Taxicab Stand 577--

On North Columbus Drive, along the west curb, from a point 20 feet south of the south building line of South Water Street to a point 60 feet south thereof--three vehicles.

---

***Referred* -- GRANTS OF PRIVILEGE TO SUNDRY  
ORGANIZATIONS FOR VARIOUS PURPOSES.**

Also, eight proposed ordinances to grant permission and authority to the organizations and individual listed for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

American National Bank and Trust Company, as trustee, under trust 32115--to maintain and use, as now constructed, subsurface sidewalk space under and along the public way adjacent to 180 North Michigan Avenue;

Mr. William Bauman--to maintain and use, as now constructed, a three ton monorail and jib crane supported by steel columns adjacent to 1134 West Hubbard Street in the alley;

Boulevard Bank National Association, as trustee, under trust 8130--to maintain and use, as now constructed, a 15-story covered bridge over portion of North Holden Court (to be used for various purposes), subway connection to Washington-Madison-State Street Subway Station (to be used as a building connection), subsurface space/vaults located under portion of North Holden Court (to be used for selling, storage and coal conveyor purposes), and subsurface space/vaults located under portions of South State Street, South Wabash Avenue and East Madison Street (to be used for various purposes);

Citizens Bank and Trust Company, as trustee, under trust 66-3750--to construct, maintain and use three planters in the public way adjacent to 140 South Dearborn Street;

DePaul University--to maintain and use, as now installed, a conduit under and across the public way adjacent to 23 East Jackson Boulevard, near South Garland Court (to be used for connecting 64 East Jackson Boulevard with 80 East Jackson Boulevard);

Harris Trust and Savings Bank, as trustee, under trust 43770--to construct, maintain and use a grease trap and manhole in and under the public way adjacent to 35 West Wacker Drive;

Mid-City National Bank of Chicago--to construct, maintain and use a pedestrian bridge over and across the public way adjacent to 801 West Madison Street; and

The Northern Trust Company--to construct, maintain and use a pedestrian bridge over the public way adjacent to 50 South LaSalle Street, near West Arcade Place, at the sixth story level of said premises (to be used for connecting the building at 50 South LaSalle Street with the building at 10 South LaSalle Street).

---

*Referred*-- AMENDMENT OF GRANT OF PRIVILEGE TO  
STROBECK, REISS AND COMPANY FOR  
VAULTED AREAS.

Also, a proposed ordinance to amend the ordinance passed by the Chicago City Council on July 29, 1987, C.J.P. p. 2850, previously granting permission and authority to Strobeck, Reiss

and Company for the maintenance and use of vaulted areas by changing the name of the grantee from Strobeck, Reiss and Company to "Bennett Brothers, Incorporated" within Section 1 of the ordinance, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- PERMISSION FOR OPERATION OF NEWSSTAND  
AT INTERSECTION OF WEST ROOSEVELT ROAD  
AND SOUTH DAMEN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. LeRoy Kellum for the operation of a newsstand on the southwest corner of West Roosevelt Road and South Damen Avenue, on a daily basis, in accordance with the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC  
PORTIONS OF SPECIFIED PUBLIC WAYS  
FOR VARIOUS EVENTS.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the organizations listed to close to traffic specified public ways for sundry events, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

A.T. & T.--to close to traffic the north lane of West Randolph Street, between North Clark Street and North LaSalle Street on Thursday, October 1, 1987 for an event entitled "A.T. & T. Salutes The Chicago Theatres"; and

The University Village Association--to close to traffic West Polk Street, between South Ashland Avenue and South Loomis Street for the period September 19--20, 1987 for the Fourth Annual Italian Village Fair.

---

*Referred* -- ISSUANCE OF PERMITS FOR MAINTENANCE  
OF EXISTING CANOPIES AT SPECIFIED  
LOCATIONS.

Also, two proposed orders for the issuance of permits to the organizations listed for the maintenance and use of existing canopies attached to the buildings or structures specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

25 East Washington Associates--one canopy at 25 East Washington Street; and

Yofi Tofi Entertainment, Incorporated, doing business as Orly's--four canopies at 600 South Dearborn Street.

*Referred* -- ISSUANCE OF SIGN PERMITS FOR ERECTION OF  
SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Inspectional Services to issue sign permits to All-Sign Corporation for the erection of signs/signboards at the locations specified, which were *Referred to the Committee on Zoning*, as follows:

1132 South Jefferson Street;

730 West Maxwell Street; and

2512 South Michigan Avenue.

---

Presented By

**ALDERMAN RUSH (2nd Ward):**

*Referred* -- CONSTRUCTION OF BUS PASSENGER SHELTER  
ON PORTION OF SOUTH DR. MARTIN LUTHER  
KING, JR. DRIVE.

A proposed ordinance for the construction of a bus passenger shelter on South Dr. Martin Luther King, Jr. Drive at its intersection with East 38th Street for northbound passengers, which was *Referred to the Committee on Local Transportation*.

---

Presented By

**ALDERMAN RUSH (2nd Ward) And OTHERS:**

*Referred* -- FILING OF LAWSUIT CHALLENGING CONSTITUTIONALITY  
OF ILLINOIS LAW MANDATING CHICAGO CITY COUNCIL TO  
LEVY REAL ESTATE TAXES FOR PUBLIC SCHOOL  
DISTRICT 299.

A proposed ordinance, presented by Aldermen Rush, Shaw, Caldwell, Jones, Sawyer, Giles, Figueroa, Fary, Smith, Garcia, J. Evans, Hansen, Eisendrath, Langford, Osterman, Schuller, Streeter, Tillman and Carter, to direct the Corporation Counsel of the City of Chicago to file a lawsuit with the appropriate judicial agency challenging the constitutionality of the existing Illinois law that mandates the Chicago City Council to levy real estate taxes for the Chicago Public Schools (District 299), while prohibiting the reduction or increase of said levy by the City Council and prohibiting the appropriation and re-appropriation of school funds by the City Council, which was *Referred to the Committee on Education*.

Presented By

**ALDERMAN T. EVANS (4th Ward):**

*Referred* -- INSTALLATION OF LIGHT POLE ON  
PORTION OF EAST 52ND STREET.

A proposed order directing the Commissioner of Public Works to consider the installation of a light pole on East 52nd Street, west of the alley between South Ingleside Avenue and South Ellis Avenue, which was *Referred to the Committee on Finance*.

---

*Referred* -- INSTALLATION OF "HANDICAPPED RAMP"  
IN FRONT OF 5325 SOUTH COTTAGE  
GROVE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to consider the installation of a "Handicapped Ramp" in front of 5325 South Cottage Grove Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN T. EVANS (4th Ward) And  
ALDERMAN CALDWELL (8th Ward):**

*Referred* -- APPLICATION FOR CITY OF CHICAGO  
CHARITABLE SOLICITATION PERMIT FOR  
PROVIDENT MEDICAL CENTER.

A proposed application for a City of Chicago Charitable Solicitation Permit for Provident Medical Center, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN T. EVANS (4th Ward) And OTHERS:**

*Referred* -- NEGOTIATION OF COMMUNITY DEVELOPMENT BLOCK  
GRANT LOAN TO PROVIDENT HOSPITAL FOR SHORT-TERM  
FINANCING OF COMMUNITY DEVELOPMENT  
ELIGIBLE ACTIVITIES.

A proposed ordinance, presented by Aldermen T. Evans, Caldwell, Jones, J. Evans, Langford, Giles, Henry, Austin, Butler, Figueroa, Hagopian, Carter, Smith, Davis, Roti, Gutierrez and Beavers, authorizing The Honorable Harold Washington, Mayor, to negotiate a community development block grant loan to Provident Hospital for the short-term financing of community development eligible activities, et cetera, which was *Referred to the Committee on Finance*.

---

*Referred*-- INITIATION OF FEASIBILITY STUDY FOR  
PRIVATIZATION OF VARIOUS CITY SERVICES  
AND PROGRAMS.

Also, a proposed resolution presented by Aldermen T. Evans, Caldwell, Jones, J. Evans, Langford, Carter, Giles, Henry, Austin, Butler, Smith, Figueroa, Hagopian, Roti, Gutierrez and Beavers, urging the Office of Budget and Management, Department of Health, Department of Human Services, and Department of Personnel to immediately initiate a feasibility study for the privatization of various healthcare and social services currently performed by city departments and agencies, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN BLOOM (5th Ward):**

PERMISSION GRANTED TO CLOSE TO TRAFFIC PORTIONS  
OF SOUTH LAKE SHORE DRIVE AND EAST HAYES  
DRIVE TO HOLD OMNIMAX THEATER  
OPENING.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ms. Joyce M. Gardella, Museum of Science and Industry, 57th Street and Lake Shore Drive, to close to traffic South Lake Shore Drive, from East 57th Drive to East Marquette Drive; and East Hayes Drive, from South Richards Drive to South Lake Shore Drive for the conduct of the Omnimax Theater Opening, October 10, 1987, 7:00 A.M. to 7:45 A.M., October 12, 1987, 9:00 A.M. to 10:00 A.M., and October 13, 1987 through October 16, 1987, 9:00 A.M. to 10:00 A.M.

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

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



*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

*Referred* -- PERMISSION TO HOLD FAIR ON PORTION  
OF EAST 57TH STREET.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the 57th Street Children's Book Fair Committee to hold a fair on both sides of East 57th Street, between South Kimbark Avenue and South Kenwood Avenue, on Sunday, September 27, 1987, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN VRDOLYAK (10th Ward):**

*Referred* -- GRANT OF PRIVILEGE TO AMOCO PIPELINE  
COMPANY FOR MAINTENANCE, OPERATION AND  
USE OF PRIVATE PIPELINE.

A proposed ordinance to grant permission and authority to Amoco Pipeline Company to maintain, operate and use, as now installed, a private pipeline for the transmission of refined petroleum products, with said carrier pipeline to be constructed of steel, complying with the provisions of Federal Regulations Title 49 Transportation, Department of Transportation, Part 195--Transportation of Liquids By Pipeline, in the area near East 134th Street and the Indiana State Line, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN HUELS (11th Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 3505 SOUTH HALSTED  
STREET.

A proposed order directing the City Comptroller to issue a permit to Mr. Oscar Serna, for the maintenance and use of an existing canopy attached to the building or structure at 3505 South Halsted Street, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred -- PERMISSION TO BRIDGEPORT CATHOLIC ACADEMY  
TO HOLD PARADE.*

Also, a proposed order directing the Commissioner of Public Works to issue permits to Bridgeport Catholic Academy to hold a parade on October 10, 1987, along a route beginning on West 31st Place and South Aberdeen Street, proceeding westerly on West 31st Place to South May Street, continuing on South May Street to West 32nd Street, thence easterly to South Aberdeen Street, and to Saint Mary's of Perpetual Help parking lot at 1032 West 32nd Place, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred -- PERMISSION TO HOLD "WALK/RUN FOR THE VILLE".*

Also, a proposed order directing the Commissioner of Public Works to issue permits to Ms. Susan O'Dea to hold a "Walk/Run for the Ville" on October 11, 1987, along a route beginning at the intersection of West 43rd Street and South Emerald Avenue, proceeding along West 43rd Street, South Halsted Street, West Exchange Street, South Peoria Street, West 40th Street, South Racine Avenue, West 45th Street, South Halsted Street, West 46th Street, South Wallace Street, West 43rd Street, and back to South Emerald Avenue for the finish line, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF  
SIGN/SIGNBOARD AT 2465 SOUTH ARCHER AVENUE.*

Also, a proposed order directing the Commissioner of Inspectional Services to issue a sign permit to Patrick Media Group, Incorporated for the erection of a sign/signboard at 2465 South Archer Avenue for advertising purposes, which was *Referred to the Committee on Zoning*.

---

Presented By

**ALDERMAN FARY (12th Ward):**

**TRIBUTE TO LATE MR. ALBERT D. SILINSKI.**

A proposed resolution reading as follows:

WHEREAS, Almighty God in His infinite wisdom has called Albert D. Silinski to his eternal reward on August 30th, 1987; and

WHEREAS, Albert D. Silinski was a valuable, productive member of the Brighton Park-McKinley Park Life Newspaper staff; and

WHEREAS, Albert D. Silinski was a valuable member of his community, supporting many organizations and causes; now, therefore,

*Be It Resolved by the City Council of the City of Chicago.* That we, the Mayor and members of the City Council, gathered this 23rd day of September, 1987, do hereby express our deepest sorrow at the untimely passing of Albert D. Silinski and do extend our sincerest condolences to his wife JoAnn; his parents Albert A. and Norma; his sisters Debra Norge and Donna Rooney; his grandfathers Albert Silinski and Harold Wentz and to all other members of his family; and

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

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

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

---

#### TRIBUTE TO LATE MR. CHARLES S. MACHAY, JR.

Also, a proposed resolution reading as follows:

WHEREAS, Almighty God in His infinite wisdom has called Charles S. Machay, Jr. to his eternal reward on September 3rd, 1987; and

WHEREAS, Charles S. Machay, Jr. was a prominent member of the business community of Brighton Park in the 12th Ward of the City of Chicago and as such owned and operated Polonia Banquets at 4604 South Archer Avenue for many years; and

WHEREAS, Charles S. Machay, Jr. was an active participant in his community, being involved in and supportive of many organizations including the New City Lions Club, International Polka Association, United Polka Association and Polish National Union of America; now, therefore,

*Be It Resolved by the City Council of the City of Chicago.* That we, the Mayor and members of the City Council, gathered here this 23rd day of September, 1987, do hereby express our deepest sorrow at the sudden passing of Charles S. Machay, Jr. and do extend our sincerest condolences to his wife Margaret; his sons Michael, Mark and Brian; his daughters Sandra and Susanne, and his parents Charles S., Sr. and Ann; and

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

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

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

---

Presented By

**ALDERMAN MADRZYK (13th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
SOUTH KENNETH AVENUE FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Public Works to grant permission to Saint Mary-Star of the Sea School, to close to traffic the 6400 block of South Kenneth Avenue for school purposes on all school days for the 1987--1988 school year, which was *Referred to the Committee on Traffic Control and Safety*.

---

Presented By

**ALDERMAN BURKE (14th Ward):**

*Referred* -- GRANT OF PRIVILEGE TO MARQUETTE NATIONAL  
BANK FOR INSTALLATION OF ORNAMENTAL LIGHT  
POLES IN PUBLIC WAY AT 6316--6322  
SOUTH WESTERN AVENUE.

A proposed ordinance to grant permission and authority to Marquette National Bank, to install seven (7) ornamental light poles in the public way adjacent to the premises known as 6316--6322 South Western Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN BURKE (14th Ward) And  
ALDERMAN RUSH (2nd Ward):**

*Referred* -- LOAN OF \$17,000,000 TO CHICAGO BOARD OF  
EDUCATION CONDITIONED UPON SETTLEMENT OF  
CURRENT LABOR STRIKE.

A proposed resolution requesting Mayor Washington to execute appropriate legal documents to loan or grant the Chicago Board of Education \$17,000,000 in loan or grant repayments from the Chicago Transit Authority, said loan to be expressly conditional upon the settlement of the current labor strike between the Board of Education and the various collective bargaining units representing teachers, service employees and trade unions.

Alderman Burke moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed resolution. The motion was lost by yeas and nays as follows:

*Yeas* -- Aldermen T. Evans, Vrdolyak, Huels, Fary, Burke, Langford, Kellam, Sheahan, Krystyniak, Hagopian, Gabinski, Mell, Cullerton, Laurino, Pucinski, Eisendrath, Hansen, Levar, Osterman -- 19.

*Nays* -- Aldermen Rush, Tillman, Bloom, Sawyer, Beavers, Caldwell, Shaw, Carter, Streeter, Jones, J. Evans, Garcia, Henry, Smith, Davis, Figueroa, Austin, Giles, O'Connor, Shiller, Schulter -- 21.

Thereupon, on motion of Alderman Burke, the said proposed resolution was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN CARTER (15th Ward):**

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTION  
OF WEST 52ND STREET FOR CARNIVAL AND  
SECOND ANNUAL OCTOBER FEST.

A proposed order directing the Commissioner of Public Works to grant permission to the Concerned Block Clubs of the southwest side to close to traffic West 52nd Street, between South Ada Street and South Racine Avenue, during the period extending from September 28 through October 4, 1987, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN CARTER (15th Ward),  
ALDERMAN SHAW (9th Ward)  
And OTHERS:**

*Referred* -- REQUEST FOR PUBLIC HEARINGS REGARDING  
ALLEGED ACTS OF BIGOTRY BY CHICAGO POLICE  
AT CHICAGO MIDWAY AIRPORT.

A proposed resolution, presented by Aldermen Carter, Shaw, Langford, J. Evans, Jones and Streeter, requesting the Chicago City Council Committee on Police, Fire and Municipal Institutions to hold hearings regarding alleged acts of bigotry by certain Chicago Police Department Officers at Chicago Midway Airport, which was *Referred to the Committee on Police, Fire and Municipal Institutions.*

---

Presented By

**ALDERMAN KELLAM (18th Ward):**

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION AND  
REDEDICATION OF SPECIFIED PUBLIC ALLEYS.**

A proposed order reading as follows:

*Ordered,* That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley and providing for the rededication of a north-south 16-foot public alley running south to West Columbus Avenue from the east terminus of the east-west 16-foot public alley to be vacated in the block bounded by West 85th Street, West 87th Street, South Komensky Avenue and South Pulaski Road for F.I.M. stores (No. 34-18-87- 1173); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Kellam, the foregoing proposed order was *Passed.*

---

Presented By

**ALDERMAN SHEAHAN (19th Ward):**

*Referred --* ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 10528 SOUTH  
WESTERN AVENUE.

Also, a proposed order directing the City Comptroller to issue a permit to Moy's Three Star Restaurant, for the maintenance and use of an existing canopy attached to the building or structure at 10528 South Western Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

**ALDERMAN KRYSTYNIAK (23rd Ward):**

**CONGRATULATIONS EXTENDED TO MR. SALVATORE LOGUZZO  
ON HIS 90TH BIRTHDAY.**

A proposed resolution reading as follows:

WHEREAS, Salvatore Loguzzo, a widely known and respected citizen of Chicago's great southwest side, is celebrating his 90th Birthday; and

WHEREAS, Born September 21, 1897, Salvatore Loguzzo is a member of St. Rita's Parish and celebrates this great occasion with his many friends and neighbors; and

WHEREAS, Standing at the head of a large family, Salvatore Loguzzo, a widower, has five children, ten grandchildren and fifteen great-grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 23rd day of September, 1987, A.D., do hereby honor and congratulate Salvatore Loguzzo on the occasion of his 90th birthday, and extend to this fine citizen our very best wishes for continuing happiness and prosperity; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Salvatore Loguzzo.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

**CONGRATULATIONS EXTENDED TO MR. AND MRS. MATTHEW  
WISNER ON THEIR GOLDEN WEDDING  
ANNIVERSARY.**

Also, a proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Matthew Wisner, lifelong residents of Chicago's great southwest side, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Married at Sacred Heart Church August 28, 1937, the Wisners have long been active in their community and celebrated this wonderful occasion among their friends and neighbors; and

WHEREAS, Symbols of the solidity and strength of family life, Genevieve and Matthew Wisner have two children and two grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 23rd day of September 1987, A.D., do hereby offer our heartiest congratulations to Mr. and Mrs. Matthew Wisner on their Golden Wedding Anniversary, and extend to this fine couple our very best wishes for many more years of happiness and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. and Mrs. Matthew Wisner.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

*Referred* -- PERMISSION TO PARK PICKUP TRUCK IN FRONT  
OF 5304 SOUTH SAYRE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Mark Grieshaber, to park a pickup truck in front of 5304 South Sayre Avenue in accordance with the provisions of Section 27-317 of the Municipal Code, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred* -- PERMISSION TO PARK TRUCK/VAN IN FRONT OF  
5433 SOUTH KEELER AVENUE.



Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. William B. Wagner, to park a truck/van in front of 5433 South Keeler Avenue in accordance with the provisions of Section 27-317 of the Municipal Code, which was *Referred to the Committee on Traffic Control and Safety*.

---

Presented By

**ALDERMAN KRISTYNIK (23rd Ward)  
And OTHERS:**

*Referred* -- ESTABLISHMENT OF AMNESTY PROGRAM FOR TAX  
IMPOSED BY CHICAGO BOAT MOORING TAX ORDINANCE  
AND OWED FOR YEARS 1984 THROUGH 1987.

A proposed ordinance, presented by Aldermen Krystyniak, Sheahan, Banks, Natarus, Kotlarz and Pucinski, to establish an amnesty program for all taxpayers and tax collectors concerning monies owed on the tax imposed by the Chicago Boat Mooring Tax Ordinance for the years 1984 through 1987, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN HENRY (24th Ward):**

*Referred* -- GRANT OF PRIVILEGE TO BELT RAILWAY COMPANY  
OF CHICAGO FOR MAINTENANCE OF TWO RAILROAD  
SWITCH TRACKS.

A proposed ordinance to grant permission and authority to the Belt Railway Company of Chicago, to maintain and use two railroad switch tracks over and across portions of South Kilbourn Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN SOLIZ (25th Ward):**

*Referred* -- AMENDMENT OF GRANT OF PRIVILEGE TO  
SCHWAB REHABILITATION HOSPITAL REGARDING  
COMPENSATION FEE AGREEMENT.

A proposed ordinance to amend the ordinance passed by the Chicago City Council on August 28, 1986 granting permission to the Charles H. and Rachel M. Schwab Rehabilitation Hospital by inserting therein (in lieu of the existing Section 2) a new Section 2 setting forth a

compensation fee in the amount of \$150.00 for said privilege, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- INSTALLATION OF ALLEY LIGHT BEHIND  
2215 SOUTH WOOD STREET.

Also, a proposed order directing the Commissioner of Public Works to install an alley light behind the premises at 2215 South Wood Street, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN SOLIZ (25th Ward) And OTHERS:**

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 21,  
VARIOUS SECTIONS, CONCERNING PROCEDURES FOR  
ISSUANCE OF CERTAIN BUILDING PERMITS.

A proposed ordinance, presented by Aldermen Soliz, Cullerton, Levar, Bloom, Figueroa, Hagopian and Laurino, to amend Chapter 21, Sections 21-64(g), 21-64.1(a), 21-64.1(b) and 21-64.1(c), of the Municipal Code of Chicago by changing the words "Building Department" to "Department of Inspectional Services", which was *Referred to the Committee on Buildings*.

---

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 86.1,  
SECTION 86.1-14(e) CONCERNING ISSUANCE OF COUNCIL  
ORDER FOR SPECIFIED SIGNS SUPPORTED FROM  
ROOF STRUCTURES OR FROM GROUND.

Also, a proposed ordinance, presented by Aldermen Soliz, Cullerton, Levar, Bloom, Figueroa, Hagopian and Laurino, to amend Chapter 86.1 of the Municipal Code of Chicago by replacing Section 86.1-14(e) in its entirety with a new Section 86.1-14(e) requiring that a Council order be obtained for all signs greater than 24 feet and less than 70 feet in vertical height that are supported from roof structures or from the ground, et cetera, which was *Referred to the Committee on Buildings*.

---

*Referred* -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A,  
VARIOUS ARTICLES, CONCERNING PLACEMENT OF  
ADVERTISING SIGNS.

Also, a proposed ordinance, presented by Aldermen Soliz, Cullerton, Levar, Bloom, Figueroa, Hagopian and Laurino, to amend Chapter 194A of the Municipal Code of the City of

Chicago (also known as the Chicago Zoning Ordinance), Articles 194A-8.9(5), 194A-8.9(7), 194A-9.9(5), 194A-9.9(7), 194A-10.14(5) and 194A-10.14(7) concerning various regulations in reference to the placement of advertising signs, which was *Referred to the Committee on Zoning*.

---

Presented By

**ALDERMAN GUTIERREZ (26th 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 north 150.20 feet, more or less of the remaining north-south 16-foot public alley in the block bounded by West Bloomingdale Avenue, West Wabansia Avenue, North California Avenue and North Fairfield Avenue for Edward J. Martes (No. 36-26-87-1176); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Gutierrez, the foregoing proposed order was *Passed*.

---

Presented By

**ALDERMAN BUTLER (27th Ward):**

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF  
SPECIFIED PUBLIC STREETS.**

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of North California Avenue between West Grand Avenue and West Kinzie Avenue; North Washtenaw Avenue between West Ohio Street and West Kinzie Street; and West Ohio Street between North California Avenue and North Washtenaw Avenue for the Chicago, Milwaukee, St. Paul and Pacific Railroad Company (No. 12-27-85-974 rev.); November 1, 1987 said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Butler, the foregoing proposed order was *Passed*.

---

*Referred* -- CONSTRUCTION OF CHICAGO TRANSIT AUTHORITY  
SUPERVISOR BOOTH ON PORTION OF WEST MADISON  
STREET.

Also, a proposed ordinance to permit the Chicago Transit Authority to construct a supervisor booth on West Madison Street, at the intersection of South Ashland Avenue for westbound traffic which was *Referred to the Committee on Local Transportation*.

*Referred* -- PERMISSION FOR OPERATION OF NEWSSTAND  
AT INTERSECTION OF WEST FRANKLIN BOULEVARD  
AND NORTH KEDZIE AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. John Murphy to operate a newsstand on the northwest corner of West Franklin Boulevard and North Kedzie Avenue, on a daily basis in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- APPROVAL OF SPECIFIED PROPERTY AS CLASS 6b  
UNDER COOK COUNTY REAL PROPERTY  
CLASSIFICATION ORDINANCE.

Also, a proposed resolution to approve the classification of the property known as Rubschlager Baking Corporation and located at 3220 West Grand Avenue, as Class 6b under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Finance*.

---

Presented By

**ALDERMAN SMITH (28th Ward) And  
ALDERMAN JONES (20th Ward):**

*Referred* -- AMENDMENT OF CHAPTERS 11 AND 12 OF MUNICIPAL  
CODE CONCERNING GROUNDS FOR DISMISSAL FROM  
CHICAGO POLICE AND FIRE DEPARTMENTS.

A proposed ordinance to amend Chapter 11, Section 11-48 and Chapter 12, Section 12-17.1 of the Municipal Code of Chicago to include excessive alcohol or drug abuse as grounds for

dismissal from either the Chicago Police Department or the Chicago Fire Department, which was Referred to the Committee on Police, Fire and Municipal Institutions.

---

Presented By

**ALDERMAN SMITH (28th Ward) And  
ALDERMAN DAVIS (29th Ward):**

*Referred--* ESTABLISHMENT OF AFFIRMATIVE ACTION  
POLICY IN HIRING OF DISABLED PERSONS.

A proposed resolution memorializing the Chicago Board of Education, the Chicago Transit Authority, the Chicago Sanitary District, and the Chicago Housing Authority to establish a policy of affirmative action in the hiring of persons with disabilities, which was *Referred to the Committee on Aging and Disabled*.

---

Presented By

**ALDERMAN SMITH (28th Ward) And OTHERS:**

*Referred--* AMENDMENT OF CHAPTER 11 OF MUNICIPAL  
CODE CONCERNING CREATION OF BOARD OF  
PERSONNEL EVALUATION WITHIN  
DEPARTMENT OF POLICE.

A proposed ordinance, presented by Aldermen Smith, Jones, Streeter, and Davis, to amend Chapter 11, Section 11-35 of the Municipal Code concerning the creation of a Board of Personnel Evaluation within the Department of Police, which was *Referred to the Committee on Police, Fire and Municipal Institutions*.

---

Presented By

**ALDERMAN DAVIS (29th Ward):**

*Referred--* AMENDMENT OF CHAPTER 194A OF MUNICIPAL  
CODE (CHICAGO ZONING ORDINANCE) CONCERNING  
APPLICATION REQUIREMENTS FOR SERVING  
ALL PROPERTY OWNERS.

A proposed ordinance to amend Chapter 194A, Article 11.9-3.1 of the Municipal Code (Chicago Zoning Ordinance), concerning application requirements for serving all property owners, which was *Referred to the Committee on Zoning*.

Presented By

**ALDERMAN HAGOPIAN (30th Ward)  
And OTHERS:**

*Referred* -- RELOCATION OF STATE OF ILLINOIS AMERICAN  
LEGION WAR MEMORIAL TO CORNER OF WEST GRAND  
AVENUE AND NORTH CAMPBELL AVENUE.

A proposed ordinance, presented by Aldermen Hagopian, Butler, Stone, Roti and Madrzyk, directing the Commissioner of Public Works to relocate the State of Illinois American Legion Paul Revere Post 623 War Memorial to the northwest corner of West Grand Avenue and North Campbell Avenue, which was *Referred to the Committee on Veteran's Affairs*.

---

Presented By

**ALDERMAN FIGUEROA (31st Ward):**

*Referred* -- ESTABLISHMENT OF IDENTIFICATION PROGRAM  
FOR TOWING OF ABANDONED VEHICLES  
WITHIN CITY.

A proposed ordinance directing the Chicago Police Department to establish a program to identify abandoned vehicles on city streets for the purpose of towing and charging the owners thereof, which was *Referred to the Committee on Traffic Control and Safety*.

---

Presented By

**ALDERMAN GABINSKI (32nd Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR CONSTRUCTION  
AND MAINTENANCE OF CANOPY AT 1455  
WEST FULLERTON AVENUE.

A proposed order for the issuance of a permit to Village Carpets, Incorporated, for the construction, maintenance and use of a canopy attached to the building or structure at 1455 West Fullerton Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

*Referred* -- ESTABLISHMENT OF CUL-DE-SAC ON PORTION  
OF NORTH SANGAMON STREET.

Also, a proposed order directing the Commissioner of Public Works to establish a cul-de-sac on North Sangamon Street, between West Chicago Avenue and North Milwaukee Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

---

*Referred --* ISSUANCE OF SIGN PERMIT FOR ERECTION OF  
SIGN/SIGNBOARD AT 2001 NORTH ELSTON AVENUE.

Also, a proposed order for the issuance of a sign permit to All-Sign Corporation for the erection of a sign/signboard at 2001 North Elston Avenue, which was *Referred to the Committee on Zoning*.

---

Presented By

**ALDERMAN GABINSKI (32nd Ward),  
ALDERMAN HANSEN (44th Ward) And  
ALDERMAN SCHULTER (47th Ward):**

*Referred --* PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
NORTH LINCOLN AVENUE FOR OCTOBER FESTIVAL.

A proposed order directing the Commissioner of Public Works to grant permission to the Lakeview Chamber of Commerce to close to traffic North Lincoln Avenue, between North Ashland Avenue and West Roscoe Street, along with portions of West Melrose Street and West School Street, to hold an October Festival on Saturday, October 24, 1987, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN AUSTIN (34th Ward):**

**BUILDINGS DECLARED PUBLIC NUISANCES AND ORDERED  
DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

11002 South State Street;

56 West 103rd Place;

116 West 103rd Place;

141 West 103rd Street;

554--556 West 120th Street

614 West 120th Street; and

641--645 West 120th Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

11002 South State Street;

56 West 103rd Place;

116 West 103rd Place;

141 West 103rd Street;

554--556 West 120th Street

614 West 120th Street; and

641--645 West 120th Street,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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



*Referred* -- ISSUANCE OF PERMIT FOR OPERATION OF  
NEWSSTAND AT INTERSECTION OF WEST 107TH  
STREET AND SOUTH THROOP STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Mr. Charles Williams to operate a newsstand on the southeast corner of West 107th Street and South Throop Street, on a daily basis in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN KOTLARZ (35th Ward):**

CONGRATULATIONS EXTENDED TO MR. AND MRS. FRANK RADZIK  
ON THEIR GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Frank Radzik, lifelong residents of our great City of Chicago, celebrate fifty golden years of wedded bliss on November 6, 1987; and

WHEREAS, Pauline and Frank Radzik are exceedingly popular citizens of Chicago's northwest side and are consistent in their love and devotion to their children, their family and many friends; and

WHEREAS, Long active in their northwest side neighborhood, Pauline and Frank Radzik represent all that is good and solid in family and community life; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 23rd day of September, 1987, A.D., do hereby offer our heartiest congratulations to Mr. and Mrs. Frank Radzik on the occasion of their Fiftieth Wedding Anniversary, and extend to this splendid couple 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. Frank Radzik.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays -- None.*

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

---

*Referred --* ISSUANCE OF PERMIT FOR MAINTENANCE AND  
USE OF EXISTING CANOPY AT 5844 NORTH  
MILWAUKEE AVENUE.

Also, a proposed order directing the City Comptroller to issue a permit to the Polish American Congress to maintain and use an existing canopy attached to the building or structure at 5844 North Milwaukee Avenue, which was *Referred to the Committee on Streets and Alleys.*

---

Presented By

**ALDERMAN BANKS (36th Ward):**

*Referred --* PERMISSION FOR OPERATION OF NEWSSTAND AT  
INTERSECTION OF WEST BELMONT AVENUE AND  
NORTH CUMBERLAND AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Daniel C. Nelson to operate a newsstand on the northeast corner of West Belmont Avenue and North Cumberland Avenue, on a daily basis in accordance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys.*

---

*Referred --* PERMISSION FOR OPERATION OF NEWSSTAND AT  
INTERSECTION OF WEST DIVERSEY AVENUE  
AND NORTH CENTRAL AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Steve Snowden to operate a newsstand on the northwest corner of West Diversey Avenue and North Central Avenue on Saturdays and Sundays in accordance with the provisions of the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys.*

---

Presented By

**ALDERMAN CULLERTON (38th Ward):**

*Referred*--ISSUANCE OF PERMITS FOR MAINTENANCE  
AND USE OF EXISTING CANOPIES AT  
SPECIFIED LOCATIONS.

Three proposed orders for the issuance of permits, as listed below, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Fashion Enterprises, Incorporated--to maintain and use five existing canopies at 5610 West Belmont Avenue;

Mr. "B"'s Stuffed Pizza, Incorporated--to maintain and use ten existing canopies at 4256 North Central Avenue; and

R. Matuszczak & Company Travel Bureau, Incorporated--to maintain and use an existing canopy at 5637 West Belmont Avenue.

---

Presented By

**ALDERMAN NATARUS (42nd Ward):**

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF PORTION OF  
NORTH OGDEN AVENUE.

A proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of North Ogden Avenue lying south of the south line of West North Avenue, lying west of the west line of North Larrabee Street and lying north of the north right of way line of the Chicago Transit Authority. (No. 4-42-87-1182); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Natarus, the foregoing proposed order was *Passed*.

---

CONGRATULATIONS EXTENDED TO RETIRED ALDERMAN VITO MARZULLO  
ON HIS 90TH BIRTHDAY CELEBRATION.

Also, a proposed resolution reading as follows:

WHEREAS, Vito Marzullo, retired Alderman of the Twenty-fifth Ward and Dean of the City Council of the City of Chicago, has devoted his life to the people of the City of Chicago since 1919 when he was first appointed to public office as a precinct Captain; and

WHEREAS, Vito Marzullo has served in public life during the administrations of nine Mayors--Thompson, Denver, Cermak, Kelley, Kennelly, Daley, Bilandic, Byrne and Washington; and

WHEREAS, Devoted to enduring family and community values, Alderman Vito Marzullo has resided in his neighborhood since 1918, and in the same home on South Oakley for 30 years, presiding lovingly over a family of two sons, four daughters, nineteen grandchildren, and five great-grandchildren, acting as a good neighbor and friend to thousands; and

WHEREAS, On September 10, 1987, Vito Marzullo celebrated his ninetieth birthday; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago duly assembled this 23rd day of September, do hereby honor and congratulate Vito Marzullo on the occasion of his ninetieth birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Vito Marzullo.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

CONGRATULATIONS EXTENDED TO MR. JOSEPH D. REED ON  
35 YEARS OF DEDICATED SERVICE TO AMERICAN  
TELEPHONE AND TELEGRAPH, AND  
CITIZENS OF CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, Joseph D. Reed was appointed Vice President-External Affairs for A. T. & T.'s central region on April 1, 1983; and

WHEREAS, Joseph D. Reed serves a dual role for A. T. & T., representing A. T. & T. to a wide range of external constituents, including state regulatory commissions in Illinois, Indiana, Iowa, Michigan, Minnesota, Nebraska, Ohio, North Dakota, South Dakota and Wisconsin; and

WHEREAS, In working with the A. T. & T. Executive Council Mr. Reed shifted the focus of A. T. & T.'s community involvement to support organizations working to improve race relations and bettering the economic well-being of Chicago's minority groups; and

WHEREAS, Joseph D. Reed serves as A. T. & T.'s principal spokesman, and is a member of it's Economic Development Task Force; and

WHEREAS, Joseph D. Reed was co-chairman, with Mayor Harold Washington, of the 1987 Hire The Future program; and

WHEREAS, Joseph D. Reed is a board member of the Chicago Youth Centers; and

WHEREAS, Joseph D. Reed is leader of A. T. & T.'s support of minority businesses, including the company's annual partnership with the Chicago Economic Development Corporation in the presentation of the Gold Oilcan Award; and

WHEREAS, Joseph D. Reed was chairman of the 1985 United Negro College Fund fund-raising drive among A. T. & T.'s Chicago area employees which raised \$40,000.00; and

WHEREAS, Joseph D. Reed was general chairman of the Community Renewal Society's 1986 annual banquet; and

WHEREAS, Joseph D. Reed has dedicated 35 years of service to A. T. & T.; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago duly assembled this 23rd day of September, 1987, do hereby honor and congratulated Joseph D. Reed on 35 years of service to A. T. & T. and his dedication to Chicago and its minority communities; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Joseph D. Reed.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY ORGANIZATIONS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the organizations listed below, for the purposes specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

G.D.T. Corporation--to construct, maintain and use an enclosed structure on the public way adjacent to 678 North Orleans Street, said occupation of space not to cause unreasonable restrictions to pedestrian traffic flow; and

372 West Ontario Associates--to construct, maintain and use six planter tree wells on portion of the public way adjacent to 372 West Ontario Street.

---

*Referred* -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS FOR SUNDRY PURPOSES.

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the organizations listed below, to close to traffic specified public ways for the purposes indicated, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Chicago Dining Authority, Incorporated--to close to traffic North Dearborn Street, between West Wacker Drive and West Kinzie Street on Wednesday, October 21, 1987 for the grand opening of Harry Caray's Restaurant located at North Dearborn Street and West Kinzie Street, et cetera; and

Lettuce Entertain You Enterprises, Incorporated--to close to traffic West Huron Street, between North Sedgwick Street and North Hudson Avenue on Tuesday, September 15, 1987 to hold a charity event for the John Belushi Scholarship Fund, said event to take place at the Scoози Restaurant under an erected tent.

---

*Referred* -- ISSUANCE OF PERMITS FOR MAINTENANCE OF EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, eleven proposed orders for the issuance of permits, as listed below, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Acorn On Oak--to maintain and use an existing canopy at 116 East Oak Street;

Burger King Corporation--to maintain and use an existing canopy at 2 East Chicago Avenue;

Chicago Bloom, Incorporated--to maintain and use an existing canopy at 1149 North State Street;

1411 State Parkway Condominium Association--to maintain and use an existing canopy at 10 East Schiller Street;

Health Food Mart--to maintain and use an existing canopy at 1157 North State Street;

Jamie Restaurant, Incorporated, doing business as Santa Fe Cafe--to maintain and use two existing canopies at 800 North Dearborn Street;

Mr. Peter Koliatsis--to maintain and use an existing canopy at 829 North State Street;

McClurg Court Associates--to maintain and use an existing canopy at 600 North McClurg Court;

Steak & Ale of Illinois, Incorporated--to maintain and use an existing canopy at 1024 North Rush Street;

220 East Walton Condominium Association--to maintain and use an existing canopy at 220 East Walton Street; and

Video King of Illinois, Incorporated--to maintain and use an existing canopy at 39 East Oak Street.

---

Presented By

**ALDERMAN EISENDRATH (43rd Ward):**

CONGRATULATIONS EXTENDED TO MR. GARY GEARS,  
MR. JOHN MILLER, MR. JIM WALL AND  
MS. LISA COHEN ON THEIR HEROIC  
DEEDS IN HELPING THEIR  
FELLOW CITIZENS.

A proposed resolution reading as follows:

WHEREAS, At 12:30 A.M. on September 17, 1987, Lisa Cohen was attacked by a man in the lobby of her building; and

WHEREAS, Ms. Cohen forcefully threw her purse at the assailant, who was armed with a handgun and yelled for help; and

WHEREAS, Upon hearing Ms. Cohen, neighboring residents Gary Gears and John Miller and a nearby building manager, Jim Wall came to assist her; and

WHEREAS, As Mr. Gears, Mr. Miller and Mr. Wall approached Ms. Cohen's residence, the assailant fled down Orchard Street at which time Mr. Gears, Mr. Miller and Mr. Wall chased him, and eventually apprehended, disarmed, and secured him until the police arrived; and

WHEREAS, The prompt, selfless, and courageous acts of Mr. Gears, Mr. Miller and Mr. Wall led to the arrest of a violent and dangerous criminal; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 23rd day of September, 1987, do hereby congratulate Gary Gears, John Miller, Jim Wall and Lisa Cohen on their brave and effective action and express our sincerest gratitude for their sense of responsibility and concern for the safety of their fellow citizens; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Gary Gears, John Miller, Jim Wall and Lisa Cohen.

Alderman Eisendrath 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 Eisendrath, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

*Referred* -- GRANTS OF PRIVILEGE TO SUNDRY  
ORGANIZATIONS FOR SPECIFIED  
PURPOSES.



Also, two proposed ordinances to grant permission and authority to the organizations listed below for the purposes indicated, which were *Referred to the Committee on Streets and Alleys*, as follows:

Ambassador West Hotel--to maintain and use, as now constructed, a pedestrian tunnel and a vault under the public way adjacent to 1300 North State Parkway; and

New England Traders, Incorporated--to construct, maintain and use a sign over the public right of way adjacent to 2116 North Halsted Street.

---

*Referred --* ISSUANCE OF PERMITS FOR MAINTENANCE  
AND USE OF EXISTING CANOPIES AT  
SPECIFIED LOCATIONS.

Also, five proposed orders for the issuance of permits, as listed below, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

D. & A., Incorporated, doing business as Golden Cup Restaurant--to maintain and use an existing canopy at 2351 North Clark Street;

European Tan Spa/Silram, Incorporated--to maintain and use an existing canopy at 2151 North Sheffield Avenue;

Hemingway House Condominium Association--to maintain and use an existing canopy at 1825 North Lincoln Plaza;

Lincoln Park Villas Condominium Association--to maintain and use an existing canopy at 1920 North Clark Street; and

Ritchie Tower Condominium Association--to maintain and use an existing canopy at 1310 North Ritchie Court.

---

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER  
25, SECTION 25-23 CONCERNING SUMMARIZED  
JOB DESCRIPTION REPORT FOR ALL  
BUDGETED POSITIONS.

Also, a proposed ordinance to amend Chapter 25 of the Municipal Code of Chicago, Section 25-23, requiring city departments and agencies to file an annual summarized Job Description Report for all budgeted positions with the Mayor's Office, which was *Referred to the Committee on the Budget and Government Operations*.

---

*Referred --* AMENDMENT OF MUNICIPAL CODE CHAPTER  
25, SECTION 25-26 REGARDING FILING OF  
BUDGETARY ESTIMATES.

Also, a proposed ordinance to amend Chapter 25 of the Municipal Code of Chicago, Section 25-26 requiring city departments and agencies to file budgetary estimates on or before September 1 of each year, which was *Referred to the Committee on the Budget and Government Operations*.

---

*Referred --* INSTALLATION OF ALLEY LIGHTS  
BEHIND SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to install alley lights, as listed below, which were *Referred to the Committee on Finance*, as follows:

2201 North Cleveland Avenue--alley light; and

620 West Schubert Avenue--replacement of existing bulb with a sodium vapor light bulb.

---

*Referred --* ILLINOIS BELL TELEPHONE COMPANY REQUESTED  
TO ESTABLISH CONTINUITY OF SERVICE FOR  
ALL "911" USAGE.

Also, a proposed resolution urging the Illinois Bell Telephone Company to establish a continuity of service for all "911" usage and to consider the feasibility of establishing "911" service in all multiple residential dwellings, which was *Referred to the Committee on Human Rights and Consumer Protection*.

---

Presented By

**ALDERMAN EISENDRATH (43rd Ward),  
ALDERMAN HANSEN (44th Ward) And  
ALDERMAN OSTERMAN (48th Ward):**

*Referred --* CITY COUNCIL COMMITTEE ON EDUCATION  
REQUESTED TO DISCUSS FUTURE OF CHICAGO  
SCHOOL SYSTEM.

A proposed resolution, presented by Aldermen Eisendrath, Hansen and Osterman and requesting that the City Council Committee on Education meet to discuss the future of Chicago's school system, which was *Referred to the Committee on Education*.

Presented By

**ALDERMAN HANSEN (44th Ward):**

*Referred*--ISSUANCE OF PERMITS FOR MAINTENANCE  
AND USE OF EXISTING CANOPIES AT  
SPECIFIED LOCATIONS.

Two proposed orders for the issuance of permits, to the individual and organization listed below, for the maintenance and use of existing canopies attached to specific buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Joseph Gies--to maintain and use three existing canopies at 3345 North Southport Avenue; and

Medici On Surf--to maintain and use an existing canopy at 2850 North Sheridan Road.

---

*Referred*-- PERMISSION TO CLOSE TO TRAFFIC PORTION OF  
NORTH BROADWAY FOR TRUCKLOAD SALE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Mr. Steve Deklerk and/or Mr. Steve Sherman, Great Ace Hardware, to close to traffic a portion of North Broadway to hold a truckload sale at the curb in front of 2818 North Broadway for the period October 16 through 18, 1987, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN SCHILLER (46th Ward):**

*Referred*--ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 3613 NORTH BROADWAY.

A proposed order directing the City Comptroller to issue a permit to Snacks on Broadway, for the maintenance and use of an existing canopy attached to the building or structure at 3613 North Broadway, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN SCHULTER (47th Ward):**

*Referred*--ISSUANCE OF PERMIT FOR MAINTENANCE OF  
EXISTING CANOPY AT 4520 NORTH  
LINCOLN AVENUE.

A proposed order directing the City Comptroller to issue a permit to Doll San Restaurant for the maintenance and use of an existing canopy attached to the building or structure at 4520 North Lincoln Avenue, which was *Referred to the Committee on Streets and Alleys*.

---

Presented By

**ALDERMAN SCHULTER (47th Ward) And  
ALDERMAN OSTERMAN (48th Ward):**

*Referred --* AMENDMENT OF CHAPTER 27 BY ADDITION OF  
NEW SECTION 27-308(d) CONCERNING FINES FOR  
SIGN POSTING VIOLATIONS.

A proposed ordinance amending Chapter 27 of the Municipal Code by adding a new Section 27-308(d) therein concerning minimal fines to be imposed for any violators of posted sign regulations, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN OSTERMAN (48th Ward):**

*Referred --* PERMISSION TO HOLD SIDEWALK SALE ON  
PORTION OF NORTH BROADWAY.

A proposed order directing the Commissioner of Public Works to grant permission to the Uptown Chamber of Commerce/Ms. Jane Mostyn to hold a sidewalk sale on both sides of North Broadway, between West Sunnyside Avenue and West Ainslie Street for the period of October 15 through 17, 1987, which was *Referred to the Committee on Beautification and Recreation*.

---

Presented By

**ALDERMAN STONE (50th Ward):**

GRANT OF PRIVILEGE TO NORTHTOWN CHAMBER OF  
COMMERCE FOR CELEBRATION OF "DIWALI"  
ON PORTION OF WEST DEVON AVENUE

A proposed ordinance reading as follows:

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

SECTION 1. That the privilege be granted on the right of way to the Northtown Chamber of Commerce, celebration of "Diwali", for display of lights on West Devon Avenue, from North Bell Avenue to North California Avenue, on October 25, 1987, in honor of the Indian merchants in Northtown.

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

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

PERMISSION TO HOLD SIDEWALK SALE ON PORTIONS OF  
WEST DEVON AND NORTH WESTERN AVENUES.

Also, a proposed order reading as follows:

*Ordered*, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Northtown Chamber of Commerce, 2951 West Devon Avenue, for the conduct of a sidewalk sale on West Devon Avenue (both sides) between North Bell Avenue and North Kedzie Avenue; and North Western Avenue (both sides) from 6300 to 6500, during the hours of 8:00 A.M. and 9:00 P.M. each day for the period of October 15 through 17, 1987.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 50.

Nays -- None.

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

---

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION  
OF WARRANTS FOR COLLECTION, AND WATER RATE  
EXEMPTIONS, ETC.*

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

*BY ALDERMAN ROTI* (1st Ward):

Saint Ignatius College Prep., 1025 West Taylor Street--for the construction of a rectory and related improvements.

Field Museum of Natural History, Roosevelt Road at Lake Shore Drive--for the erection of a temporary fence on McFetridge Drive at the bus terminal turn-around at the south entrance of the Field Museum.

*BY ALDERMAN AUSTIN* (34th Ward):

Roseland Community Hospital, 45 West 111th Street--for construction of a new vestibule to the emergency room.

*BY ALDERMAN NATARUS* (42nd Ward):

The Newberry Library, 60 West Walton Street--for repair of front stoop.

*BY ALDERMAN ORR* (49th Ward):

Peoples Housing, 1614--1620 West Jonquil Terrace--for renovation of existing structure.

LICENSE FEE EXEMPTIONS:

*BY ALDERMAN ROTI* (1st Ward):

Marcy Newberry Day Care Center, 1073 West Maxwell Street.

*BY ALDERMAN TILLMAN* (3rd Ward):

Progressive Day Care Center, 56 East 48th Street.

*BY ALDERMAN BLOOM* (5th Ward):

University of Chicago, East 50th Street on the north, Lake Michigan on the east, 61st Street on the south and Cottage Grove Avenue on the west.

Hyde Park Community Hospital, East 58th Street on the north, Stony Island Avenue on the east, 59th Street on the south and I.C.G. Railroad embankment on the west.

*BY ALDERMAN SOLIZ* (25th Ward):

El Valor Corporation, 1850 West 21st Street.

*BY ALDERMAN OSTERMAN* (48th Ward):

Chinese Christian Church Lutheran Church Service Center, 1022--1032 West Argyle Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

*BY ALDERMAN TILLMAN* (3rd Ward):

Light of the World United Church of God in Christ, 5731 South State Street-- building inspection.

*BY ALDERMAN T. EVANS* (4th Ward):

Lutheran School of Theology, 1100 East 55th Street--building inspection.

*BY ALDERMAN BLOOM* (5th Ward):

Museum of Science and Industry, 1701 East 57th Street--elevator inspection.

*BY ALDERMAN KELLAM* (18th Ward):

Timothy Lutheran Church, 1700 West 83rd Street--fuel burning equipment inspection.

*BY ALDERMAN SHEAHAN* (19th Ward):

Christ the King Church, 9235 South Hamilton Avenue--boiler and fuel burning equipment inspection.

Washington and Jane Smith Home, 2340 West 113th Place--internal inspection.

*BY ALDERMAN PUCINSKI* (41st Ward)

Norwood Park Home, 6016 North Nina Avenue--internal inspection.

*BY ALDERMAN NATARUS* (42nd Ward):

Northwestern Memorial Hospital/Streeterville Corporation, 244 East Pearson Street--elevator and mechanical ventilation inspections (2).

Northwestern Memorial Hospital/Chicago Wesley Memorial, 215 East Chicago Avenue--building inspection.

*BY ALDERMAN EISENDRATH (43rd Ward):*

Augustana Hospital, 409 West Dickens Avenue--special internal inspection.

The Chicago Academy of Sciences, 2001 North Clark Street--fuel burning equipment inspection.

*BY ALDERMAN SCHULTER (47th Ward):*

Saint Benedict High School, 2215 West Irving Park Road--elevator inspection.

Saint Benedict Grade and High Schools, various locations--inspections.

Bethany Home, 5015 North Paulina Avenue--sign inspection.

Bethany Home and Hospital, 5025 North Paulina Avenue--no parking sign inspection.

*BY ALDERMAN STONE (50th Ward):*

Council for Jewish Elderly Day Care Service, 2809 West Jarvis Avenue--parking sign maintenance and surcharge inspection.

WATER RATE EXEMPTIONS:

*BY ALDERMAN SHAW (9th Ward):*

Edens Green Cooperative, 301 East 132nd Street.

*BY ALDERMAN PUCINSKI (41st Ward):*

Saint Mary of the Woods Church, 7000 North Moselle Avenue.

REFUND OF FEES:

*BY ALDERMAN TILLMAN (3rd Ward):*

Progressive Community Day Care Center, 56 East 48th Street--refund in the amount \$75.00.

*BY ALDERMAN AUSTIN (34th Ward):*

Community Hospital, 45 West 111th Street--refund in the amount of \$523.00.



## WAIVER OF FEES:

BY ALDERMAN SHEAHAN (19th Ward):

Saint John Fisher Church, 10234 South Washtenaw Avenue--electrical permit fees.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection High School, 7500 West Talcott Avenue--installation of a new fire alarm box.

BY ALDERMAN SHILLER (46th Ward):

Chicago Housing Authority/Clark-Irving Senior Apartments, 3940 North Clark Street--installation fees for two signs.

---

**APPROVAL OF JOURNAL OF  
PROCEEDINGS.**

---

JOURNAL (July 24, 1987).

*Special Meeting.*

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on July 24, 1987 at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

---

JOURNAL (July 31, 1987).

*Special Meeting.*

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on July 31, 1987 at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

---

JOURNAL (September 9, 1987).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on September 9, 1987 at 10:00 A.M., signed by him as such City Clerk.

Alderman Stone moved to *Correct* the printed Official Journal as follows:

Page 3674--by inserting the name "Stone" under the column headed "Alderman", in the fourth line from the top of the page, to the left of the words "Granville Gardens Condominium".

The motion to correct *Prevailed*.

---

**UNFINISHED BUSINESS.**

---

MUNICIPAL CODE AMENDED BY ADDITION OF NEW  
CHAPTER 78.5 ENTITLED "SECURITY DEVICES  
IN RESIDENTIAL BUILDINGS".

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Buildings, deferred and published in the Journal of the Proceedings of July 15, 1987, pages 2256--2259, recommending that the City Council pass a proposed substitute ordinance amending the Municipal Code by the addition of a new Chapter 78.5 entitled "Security Devices in Residential Buildings."

Alderman Beavers presented the following amendment to the proposed substitute ordinance:

"Section 3 is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

SECTION 3. Enactment. This ordinance shall be in full force and effect on and after [January] *April 1, 1988.*"

On motion of Alderman Beavers, the foregoing proposed amendment was *Adopted* by a *viva voce* vote with Alderman Madrzyk dissenting.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Fary, Carter, Langford, Streeter, Kellam, Jones, J. Evans, Garcia, Krystyniak, Henry, Gutierrez, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Osterman, Orr, Stone -- 40.

*Nays* -- Alderman Madrzyk -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6 of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, The City Council finds that in order to protect the public health, safety and welfare by affording reasonable protection against such crimes as burglary and home invasion, it is necessary to establish minimum requirements for security devices in residential buildings; now, therefore,

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

SECTION 1. That the Municipal Code of Chicago is hereby amended by adding thereto a new Chapter 78.5, entitled "Security Devices in Residential Buildings", to read as follows:

*78.5-1 Scope. This chapter applies to and regulates all one-family dwellings as defined in Chapter 48-2.1, all multiple dwellings, and all buildings of mixed occupancy having any dwelling units, provided however that the following shall be excluded from the requirements of this chapter:*

- (a) owner-occupied dwelling units;*
- (b) housing accommodations in a hotel, motel, inn, tourist house, rooming or boarding house, hospital, convent, monastery, extended care facility, asylum, not-for-profit home for the aged, temporary overnight shelter, transitional shelter, or in a dormitory owned and operated by an elementary school, high school or institution of higher learning; and*
- (c) a dwelling unit in a cooperative occupied by the holder of a proprietary lease.*

*78.5-2 Definitions. Whenever used in this chapter, the following words and phrases shall have the following meanings:*

- (a) "Dwelling unit" shall mean the part of a building that is used as a home, residence or sleeping place by one or more persons who maintain a household.*
- (b) "Dwelling unit entrance" shall mean a door providing direct access to a dwelling unit.*
- (c) "Building entrance" shall mean an entrance providing access from outside the building or from an entry vestibule to an interior corridor, lobby or stairway which leads to individual dwelling unit entrances.*

(d) "Deadbolt lock" shall mean a locking bolt with no automatic spring action which is held fast when in the projected position. For purposes of this Chapter, a deadbolt lock may be of the tubular, rim-mounted, or vertical drop type.

(e) "Deadlocking latch" shall mean a latch in which the latch bolt is positively held in the projected position by a guard bolt, plunger or auxiliary mechanism.

(f) "Security collar" shall mean a metal ring or plate protecting the otherwise exposed portion of a cylinder lock from wrenching, prying, pulling or cutting by attack tools.

(g) "Cylinder lock" shall mean a locking device using tumblers to activate the releasing mechanism.

(h) "Latch" shall mean a device which automatically holds a door in a closed position by engaging a strike upon closing.

(i) "Viewing device" shall mean a device which allows a person inside a dwelling unit to view a person immediately outside the dwelling unit entrance without opening the door. For purposes of this chapter, a viewing device may be a peephole with a 160 degree peepsite, a window, or any other device which accomplishes the purpose of a viewing device without altering the fire resistive rating of the door, walls or any other portion of the building.

**78.5-3 Dwelling Unit Entrance Doors.** Every dwelling unit entrance door other than a sliding glass patio door shall be equipped with a deadbolt lock with at least a one inch saw-resistant bolt projection, or with a rim-mounted deadbolt lock or vertical drop deadbolt lock providing equivalent security. Every such lock shall be operated from the outside by a key and from the inside by a turnpiece, handle or knob which does not require a key or any special knowledge to operate. Every lock cylinder which projects beyond the face of the door or is otherwise accessible to gripping tools shall be equipped with a security collar and a guard plate designed to protect the cylinder from removal or drilling. Outside door hinges shall be equipped with non-removable hinge pins or jam pins. Every dwelling unit entrance door shall be equipped with a viewing device. Every sliding glass patio door providing direct access to a dwelling unit and located within 20 feet of ground level or within 10 feet of an adjacent roof or within 10 feet of an exterior stairway, fire escape, ramp or porch accessible from ground level shall be equipped with a johnny bar or other device which securely locks the moveable leaf in the closed position and which does not require a key or any special knowledge to operate from the inside. Every such sliding glass patio door shall be so constructed that it will resist removal from its tracks when in the closed position.

**78.5-4 Building Entrances.** Every building entrance shall be secured by a door equipped with a deadlocking latch with at least a one-half latch bolt projection. The latch shall be operated from the outside by a key and from the inside by a device which does not require a key or any special knowledge to operate, such as a turnpiece, handle, knob, panic hardware or electric latch release system which can be overridden by doorknob release. If an entrance is so constructed that entry to the interior of the building is gained by passage through an enclosed vestibule, the requirements of this section shall be deemed to be met if

*either the outer door leading from the exterior to the vestibule or the inner door leading from the vestibule to the interior of the building is equipped with the type of latch prescribed herein. A double leaf door shall be deemed to meet the requirements of this section if the inactive leaf is equipped with flush bolts at head and foot and the active leaf is equipped with the type of latch prescribed herein. The requirements of this section shall not apply to a building entrance where an attendant is continuously on duty.*

*78.5-5 Window Locks. Every window which is openable and which is located within 20 feet of ground level or within 10 feet of an adjacent roof or within 10 feet of an exterior stairway, fire escape, ramp or porch accessible from ground level shall be equipped with a lock which when in the locked position will prevent the window from being opened from outside the building. Every such window to a dwelling unit, other than a casement window or any other window which opens on hinges, shall also be provided with a device which will allow the window to be fixed in an open position of not less than four inches and not more than six inches, and which when in the locked position will prevent the window from being moved to a more open position from outside the building. Latching or locking devices on storm window sashes or screen frames shall not be deemed to meet the requirements of this section.*

SECTION 2. Severability. If any provision, clause, sentence, paragraph, section or part of this ordinance or application thereof to any person or circumstance shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons and circumstances, but shall be confined in its operations to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person and circumstances affected thereby.

SECTION 3. Enactment. This ordinance shall be in full force and effect *on and after April 1, 1988.*

---

CHAPTER 27 OF MUNICIPAL CODE AMENDED  
CONCERNING VEHICLE IMMOBILIZATION  
PROGRAM.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Traffic Control and Safety, deferred and published in the Journal of the Proceedings of September 9, 1987, pages 3567--3573, recommending that the City Council pass a proposed substitute ordinance amending Chapter 27 of the Municipal Code concerning the vehicle immobilization program.

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That Section 27-435 of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets, as follows:

27-435(b). A program of vehicle immobilization shall provide for immobilizing any eligible vehicle upon the public way by placement of a restraint in such a manner as to prevent its operation, *or if the eligible vehicle is parked or left in violation of any provisions of this code concerning obstruction of traffic, access or egress from driveways, fire escapes, hydrants or stations, or in any place where it constitutes an obstruction or a hazard, or where it impedes City workers during such operations as snow removal, the Director of Revenue or his designee may immediately prepare a report as prescribed in Section 27-423 to the Chicago Police Department and cause the eligible vehicle to be towed to a City vehicle pound or relocated to a legal parking place and there restrained.* A vehicle shall be eligible for immobilization any time after inclusion of its state registration number on an immobilization list. [An immobilization list may include a] *A vehicle's state registration number [only if] shall be included on an immobilization list if:*

\* \* \* \*

[(ii) The City has sent a notice of impending vehicle immobilization eligibility to the registered owner at least 21 days prior to placement of the vehicle's registration place number on the eligibility list. This notice shall include the name and address of the registered owner, the state registration number of the vehicle, the ordinances violated and the serial numbers and issue dates of the complaints described in subsection (b)(i) hereof. Such notice shall advise that the person may present reasons why the proposed action should not occur and shall specify the manner in which such reasons may be presented. The notice of impending vehicle immobilization eligibility shall be sent by first class U.S. mail, postage prepaid, to the address of the registered owner recorded with the Secretary of State or, in the case of a cited vehicle bearing registration plates of a state other than Illinois, to the address of the registered owner recorded in the state's registry of motor vehicles. Service of such notice shall be deemed complete upon deposit in the U.S. mails.]

*(ii) At least 21 days prior to placing the registration plate number of the vehicle on the immobilization eligibility list, notice of impending vehicle immobilization has been*

*sent to the registered owner by, at a minimum, first class mail, postage prepaid, at the address of the registered owner recorded with the Secretary of State or, in the case of a vehicle bearing a registration number of a state other than Illinois, at the address of the registered owner recorded in that state's registry of motor vehicles. The notice shall state the name and address of the registered owner, the state registration number of the vehicle, the nature of the ordinances violated and the serial numbers and issue dates of the complaints described in subsection (b)(i) hereof. The notice shall advise that a person may challenge the validity of the notice of impending vehicle immobilization by appearing in person and submitting evidence which would conclusively disprove liability, such as the following:*

*(a) that the person was not the owner or lessee of the vehicle on the date or dates the notices of parking violations were issued; or*

*(b) that the fines or penalties for the violations cited in the report were paid; or*

*(c) that the registered owner has not accumulated ten or more parking violation complaints which are unpaid, not adjudicated or for which no appearance has been filed.*

*Service of the notice shall be deemed complete upon deposit in the U.S. mails.*

(c) Upon immobilization of an eligible vehicle, a notice shall be affixed to the vehicle in a conspicuous place. Such notice shall warn that the vehicle is immobilized and that any attempt to move the vehicle may result in its damage. The notice also shall provide information specifying how release of the immobilization restraint may be had, and how the registered owner may obtain an immobilization hearing pursuant to this section.

[(d) The owner of an immobilized vehicle shall be permitted to secure release of the vehicle upon:

( i) deposit of collateral for the outstanding complaints on account of which the vehicle was immobilized. The Director of Revenue or his designee shall develop a schedule of collateral for such purpose. This schedule shall specify the types and amounts of acceptable collateral; provided that the maximum applicable collateral specified therein does not exceed 50% of the total fines and penalties of the outstanding complaints on account of which the vehicle was immobilized, or \$500, whichever is less. The schedule of collateral shall be posted in a conspicuous place whenever and wherever deposits of collateral are made. Deposited collateral shall be returned pursuant to regulations promulgated by the Director of Revenue or his designee; or,

( ii) payment of appropriate fines and penalties of the outstanding complaints on account of which the vehicle was immobilized; or

(iii) determination by the Director of Revenue, his designee, or by a duly appointed hearing officer that the immobilization was erroneous.

To secure release of an immobilized vehicle, a person shall pay any applicable fee as provided by subsection (g) of this section in addition to any deposit or payment permitted herein; provided, however, that in the case of an erroneous immobilization, or in the case of an erroneous immobilization and subsequent tow and impoundment, no such fees shall be charged.]

*(d) Except where the vehicle is otherwise subject to towing, if the immobilizing restraint has not been released pursuant to subsection (e) within twenty-four hours of its placement, the restraint shall be released and the vehicle towed and impounded.*

[e. The owner of an immobilized vehicle shall have the right to an immobilization hearing to determine the validity of placement of the owner's state vehicle registration number on an immobilization list, or to determine whether an immobilization and any subsequent tow and impoundment was erroneous. A duly appointed hearing officer may conduct such hearing. An immobilization hearing will not be determinative of or adjudicate any citation or notice of parking violation issued relative to the immobilized vehicle.]

*e. Prior to a hearing on the validity of the immobilization as provided in subsection (g), the owner of an immobilized vehicle or other authorized person shall be permitted to secure release of the vehicle by:*

*(i) paying the immobilization and towing fees specified or by posting the deposit as provided in subsection (h); and*

*(ii) taking any one of the following actions:*

*(a) by paying fines and penalties, if any on the outstanding complaints specified in the notice of impending vehicle immobilization sent pursuant to subsection (b) (ii); or*

*(b) by presenting copies of appearances filed with the Clerk of the Circuit Court of Cook County on all outstanding complaints specified in the notice of impending vehicle immobilization; or*

*(c) by depositing collateral in an amount equal to the number of outstanding complaints multiplied by \$5.00, but not to exceed \$500, and executing an agreement promising to present copies of appearances filed with the Clerk of the Circuit Court of Cook County on all outstanding complaints specified in the notice within 21 days from the date of the agreement; provided that, the agreement shall specify that the collateral shall be returned upon receipt of copies of the required appearances, but if the owner fails to submit them within the time specified, the vehicle shall be deemed eligible for immobilization, the collateral shall be forfeited and may not be applied to satisfy any unpaid fines or penalties, and the owner may not post collateral and execute an agreement as provided herein if the vehicle is again immobilized pursuant to the same outstanding complaints.*

[(f) Except where the vehicle is otherwise subject to towing, if the immobilizing restraint has not been released pursuant to subsection (d) within twenty-four hours of its placement, the restraint shall be released and the vehicle towed and impounded. Towing and storage



fees as specified in subsection (g) of this section shall be paid, along with any deposit or payment required by subsection (d) of this section, before the owner of the impounded vehicle shall be permitted to repossess or secure the release of the vehicle; provided, however, that in the case of an erroneous immobilization and subsequent tow and impoundment, no such fees shall be charged.]

*f. Within 15 days after a vehicle has been impounded, notice of impoundment shall be sent by certified mail, return receipt requested, to the registered owner of the vehicle at the address to which the notice specified in subsection (b)(ii) was mailed. The notice shall state that the owner has the right to a post-immobilization and post-towing hearing as provided in subsection (g), and that if the car is not claimed within thirty (30) days from the date of the notice, the vehicle may be sold or otherwise disposed of as provided in Sections 27-429 and 27-429.1 of this Chapter.*

[(g) The owner of an immobilized vehicle shall be subject to a fee of \$35.00 for immobilization. The owner of an immobilized vehicle which was impounded shall be subject to a total fee of \$80.00 plus a fee for storage.]

*(g) (i) The owner of an immobilized vehicle shall have the right to a hearing to determine whether the immobilization or any subsequent towing was erroneous or whether the vehicle was properly included on an immobilization list, if the owner files a written demand for a hearing with the Department of Revenue--Traffic Violations Bureau within 21 days after issuance of the notice specified in subsection (f) or within 21 days of the immobilization, whichever is later.*

*(ii) A hearing shall be conducted before a hearing officer designated by the Director of Revenue within forty-eight (48) hours of receipt of a written demand for hearing, unless otherwise mutually agreed by the parties.*

*(iii) Failure to request or attend a scheduled hearing shall be deemed a waiver of the right to a hearing. In event of such failure any collateral deposited pursuant to subsection (h) shall be forfeited and applied to the tow fees or immobilization fees specified in subsection (h).*

*(iv) A hearing provided by this section shall not determine the validity of or otherwise adjudicate any citation or notice of parking violation issued relative to the immobilized vehicle.*

[(h) Nothing in this section shall be construed to deprive any person of the right to a hearing as to the cited violations.]

*(h) The fee for immobilization shall be \$35.00 and the fee for towing subsequent to immobilization shall be \$45.00; provided that no fees shall be assessed for any immobilization or tow which has been determined to be erroneous pursuant to a hearing. Prior to a hearing as provided in subsection (g), the owner may deposit \$25.00 on the immobilization and may deposit \$25.00 on the towing subsequent to the immobilization, which deposits are refundable only upon prevailing at the scheduled hearing.*

\*\*\*\*\*

SECTION 2. That Section 27-423 of the Municipal Code of Chicago is hereby amended by adding the language in italics and deleting the language in brackets, as follows:

27-423. It shall be the duty of the Superintendent of Police to safely keep any vehicle so impounded until such vehicle shall have been repossessed by the owner or person legally entitled to possession thereof or otherwise disposed of as hereinafter provided. The Superintendent of Police shall cause to be kept an accurate record of the description of such vehicle, including the name of the officer from whom such vehicle was received, the officer employed to tow or deliver [the same] to [said] *the* pound or authorized garage, the date and time when received, the place where found, seized or taken possession of, the make and color of car, style of body, kind of power, motor number, serial number, number of cylinders, year built, state license number, if any, wheel tax license number, if any, equipment and general description of condition, the name and address of the person redeeming [said] *the* vehicle, the date of redemption and the manner and date of disposal of [said] *the* vehicle in case [the same] *it* shall not be redeemed, together with towing and storage charges. [Said] *The* record shall be in form prescribed by the Superintendent of Police to keep weekly reports of all such vehicles delivered to him, which reports shall be kept in the office of [said] *the* Superintendent available for the inspection of any interested party at all reasonable hours of the day. [Said] *The* Superintendent shall also keep a record of all notices of towing filed by towing firms pursuant to Section 27-381.1[1] *and by the Director of Revenue pursuant to Section 27-435(b)*. This record shall be available for inspection by any interested party during reasonable business hours. Such records shall be kept on file by the Superintendent for a minimum of thirty days after having received them.

SECTION 3. That Section 27-360 of the Municipal Code of Chicago is hereby amended by adding the language in italics as follows:

27-360. Members of the police department of this City are hereby authorized to remove a vehicle from any public way to the nearest city vehicle pound or authorized garage as determined and designated by the Superintendent of Police under the circumstances hereinafter enumerated. *The Director of Revenue or his designee is authorized to remove from any public way any vehicle eligible for immobilization pursuant to Section 27-435 to such a pound or authorized garage under the circumstances enumerated in subsections (1)-(3) and (7)-(10) below, and he shall promptly prepare and file with the Superintendent of Police a record of the vehicle as prescribed in Section 27-423.*

(1) When any vehicle is left unattended upon any bridge or viaduct, or in any subway or tunnel, or upon any approach thereto, where such vehicle constitutes an obstruction to traffic.

(2) When a vehicle upon any public way is so disabled as to constitute an obstruction to traffic and the person or persons in charge of the vehicle are by reason of physical injury incapacitated to such an extent as to be unable to provide its custody or removal.

(3) When any vehicle is left unattended upon any public way and is so parked illegally as to constitute a definite hazard or obstruction to the normal movement of traffic.

(4) When an abandoned vehicle is found on any public way.

(5) When any vehicle illegally occupies parking meter space for an unreasonable period of time.

(6) When any vehicle is parked in violation of Section 27-319.

(7) When any vehicle is parked in violation of Sections 320, 321 and 322 of this chapter.

(8) When any vehicle is parked in violation of official signs indicating that parking, standing, or stopping is prohibited at all times or during designated hours or prohibited for a longer time than indicated on such sign.

(9) When any vehicle is parked within fifteen feet of a fire hydrant or is parked within or obstructing a firelane.

(10) When any vehicle is parked in violation of official signs which prohibit parking to accommodate handicapped persons.

(11) When any vehicle is found in violation of Sections 27-381(a) and (b), members of the Police Department are hereby authorized to remove vehicle and to tow said vehicle to the nearest City vehicle pound or authorized garage as determined and designated by the Commissioner of Police.

SECTION 4. That Section 27-424 of the Municipal Code of Chicago is hereby amended by adding to the second paragraph thereof the language in italics as follows:

\* \* \* \* \*

27-424.

The Department of Streets and Sanitation shall furnish to the Superintendent of Police, upon demand, towing vehicles for the purpose of carrying on the provisions of this Section. The [said] Department of Streets and Sanitation shall be entitled to the fees provided in Section 27-367 for such towing or removal service. *Whenever the Department of Revenue shall tow vehicles pursuant to authority granted in Sections 27-360 and 27-435, then it shall be entitled to the fees provided in Section 27-367 for its towing and removal service.*

SECTION 5. This ordinance shall become effective from and after passage and publication.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY  
PARTICULAR AREAS.

On motion of Alderman T. Evans, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of September 9, 1987, pages 3574--3638, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Davis, the said proposed ordinances were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

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

*Reclassification Of Area Shown On Map No. 1-E.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 1-E in area bounded by

East Huron Street; North Michigan Avenue, a line 78 feet south of and parallel to East Huron Street; and North Rush Street,

to those of a Business Planned Development, and a corresponding use district is hereby established in the area above described.

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

Business Planned Development attached to this ordinance reads as follows:

*Business Planned Development*

*Plan Of Development.*

1. Legal title to that certain real property ("Property") which is subject to the use and bulk restrictions of this Business Planned Development, is held by American National Bank and Trust Company of Chicago as Trustee under Trust No. 67314, dated August 4, 1986. The sole beneficiary of said Trust is Avenue Development Associates, an Illinois general partnership.

All required disclosures are contained within the Economic Disclosure Statement filed with the City of Chicago in accordance with applicable requirements. The Property will be held under single ownership or control or under single designated control by said Trust, by Avenue Development Associates or by either of them or of their affiliates, successors or assigns.

2. Office uses, transient hotel uses, retail uses and such uses as are currently authorized as permitted or special uses by the terms of the Chicago Zoning Ordinance in the B6-7 Zoning District (as described in Sections 8.3-6(B) and 8.4-6 and associated sections referred to therein) shall be permitted upon the Property, including the operation of radio or television towers and/or earth station receiving dishes.

3. The applicant, its affiliates, successors, assigns or grantees shall obtain all official reviews, approval and permits necessary to implement the development of the Property.

4. Any dedication or vacation of streets or alleys or easements or any adjustment of rights-of-way necessary to implement development of the Property shall require a separate submittal on behalf of the applicant, its successors, assigns or grantees, and approval by the City Council.

5. Accessory off-street parking and accessory off-street loading shall be required upon the Property in accordance with the Bulk Regulations Data attached hereto and made part hereof.

6. Any fire lane, service drive or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas.

7. The height of each building located upon the Property and the appurtenances attached thereto shall be subject to:

- a. Height limitations as certified on Form FAA-177 (or on successor forms involving the same subject matter) and approved by the Federal Aviation Administration pursuant to Part 77 of the Regulations of the Administrator, Federal Aviation Administration; and
- b. Airport Zoning Regulations as established by the Department of Development and Planning, Department of Aviation, and Department of Law and approved by the City Council.

8. Business and business identification signs may be permitted upon the Property subject to the review and approval of the Department of Planning and of the Department of Inspectional Services. Temporary signs, such as construction and marketing signs, may be permitted subject to the aforesaid approvals. Signs advertising products or services which products or services are not located upon the Property shall not be permitted. Signs described by Chapter 86, Section 86.1-11 of the Chicago Municipal Code shall require City Council approval in the manner described therein.

9. The development of the Property shall be subject to the Bulk Regulations Data attached hereto and made part of this Plan of Development.

10. This Plan of Development and the development of the Property is and shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" promulgated by the Commissioner of the Department of Development and Planning; provided, the same are publicly available in published form and are in force and effect at the time of City approval of this Business Planned Development.

[Bulk Regulations and Maps attached to this Plan of Development  
are printed on pages 4273 through 4277  
of this Journal.]

---

*Reclassification Of Area Shown On Map No. 1-E.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the C3-6 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-E to reflect the establishment of a Communications Planned Development for the erection of an earth station receiving dish located on the roof and on the same lot as an existing building located at 443 North Wabash Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of the earth station receiving dish above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

---

*Reclassification Of Area Shown On Map No. 1-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by

a line 137.0 feet north of West Illinois Street; North Wells Street; West Illinois Street; a line 69.56 feet west of North Wells Street; a line 53.0 feet north of West Illinois Street; and the alley next west of North Wells Street,

to those of a C2-5 General Commercial District which is hereby established in the area described above.

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

---

*Reclassification Of Area Shown On Map No. 1-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by

West Erie Street; North Wells Street; a line 53 feet north of and parallel to West Ontario Street; the alley next west of and parallel to North Wells Street; the alley next north of and parallel to West Ontario Street; and a line 75 feet west of and parallel to the alley next west of and parallel to North Wells Street,

to those of a C3-5 Commercial-Manufacturing District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 1-K.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-K in area bounded by

West Washington Boulevard; North Kildare Avenue; the alley next south of and parallel to West Washington Boulevard; and a line 240 feet west of and parallel to North Kildare Avenue,

(Continued on page 4278)

PLANNED BUSINESS DEVELOPMENT BULK REGULATIONS DATA

for that certain property located generally between North Michigan Avenue, East Huron Street and Rush Street in Chicago, Illinois

Net Site Area: 17,596.22 sq. ft. (.404 acres)

Permitted Uses: Retail, office, hotel and uses or special uses as are permitted in the B6-7 District (including the operation of radio or television towers and/or earth station receiving dishes).

Maximum Floor Area Ratio: 25.00 with intermediate mechanical floors excluded.

Maximum Percentage of Site Coverage: 100%

Minimum number of loading berths: Four

Minimum Setbacks: Zero feet

## Gross Site Area Calculations:

Net Site Area: 17,596.22 square feet

Approximate Area to Remain  
in Public Right-of-Way  
(North Michigan Avenue,  
East Huron Street and Rush  
Street) 20,299.13 square feet

Approximate Gross Site Area: 37,895.35

Revised: August 13, 1987

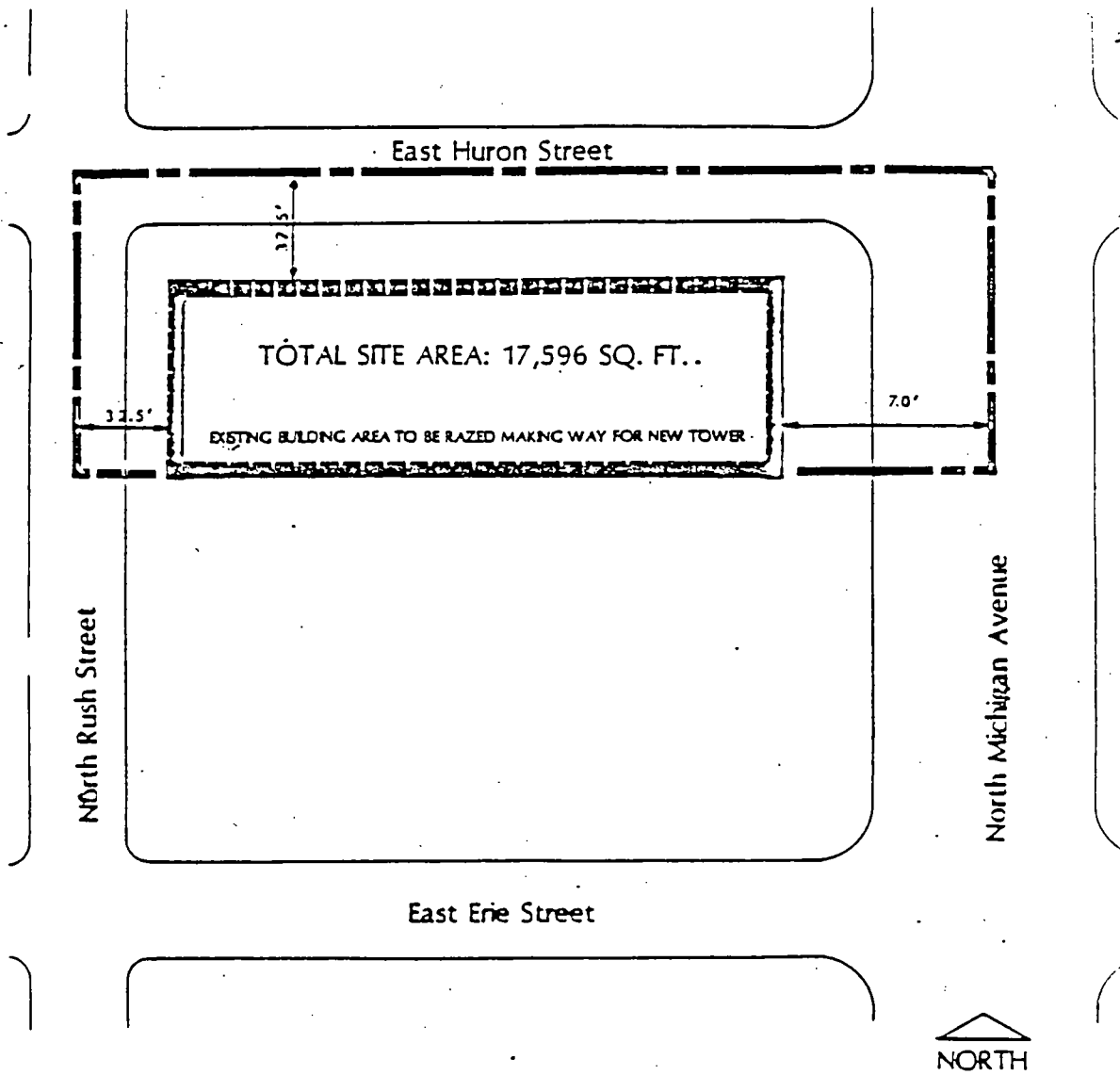


LEGAL DESCRIPTION

The north 73 feet of Block 41 (except the east 75 feet thereof taken for Michigan Avenue) in Kinzie's addition to Chicago in Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (more commonly known as 674-678 North Michigan, Chicago, Illinois).

[Plat of Survey omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]







B. BOUNDARY AND PROPERTY LINE MAP

ADDRESS OF PROPERTY:  
676 N. Michigan Ave.  
Chicago, IL

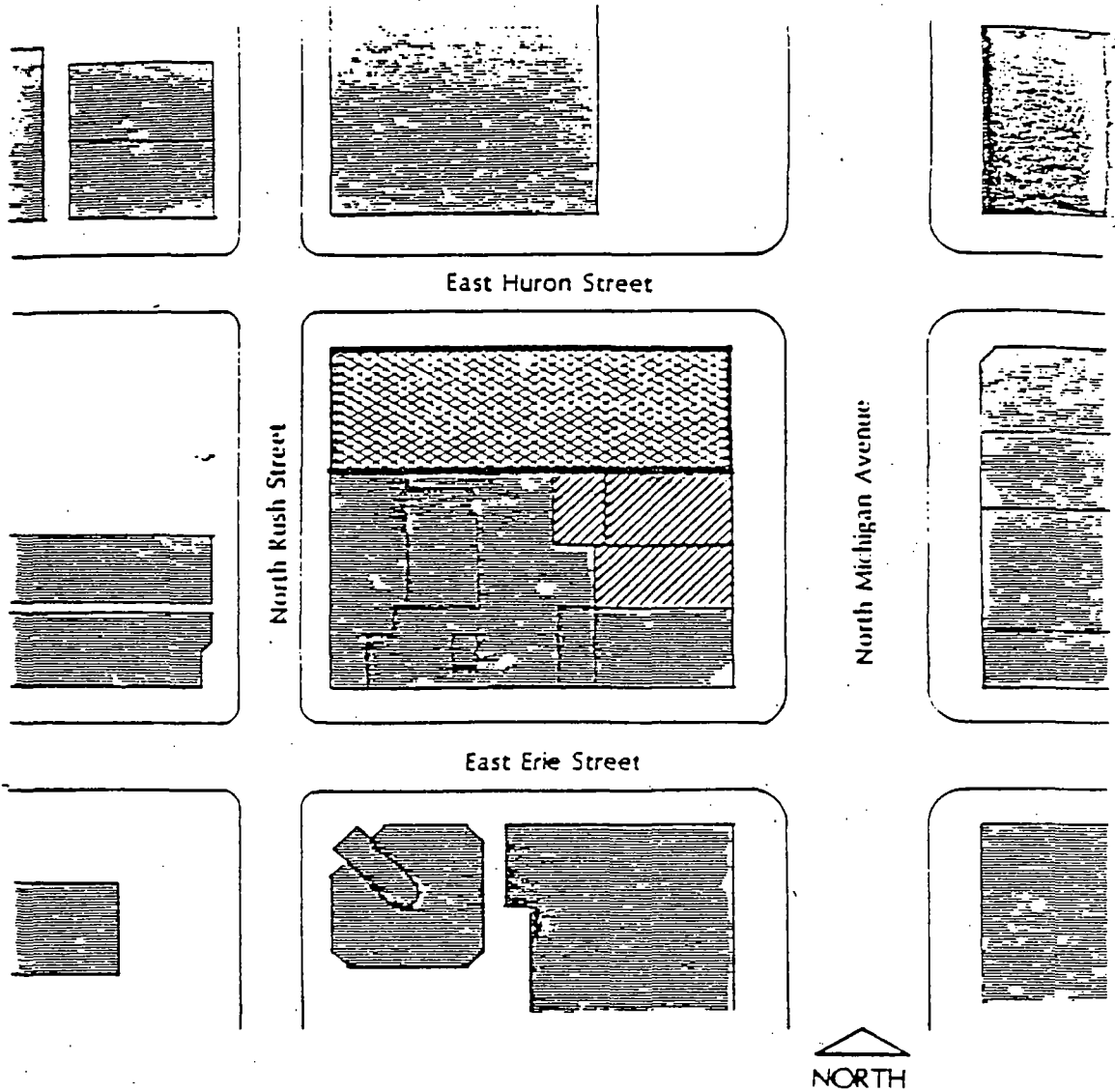
LEGEND

- PROPERTY LINE 
- PLANNED DEVELOPMENT BOUNDARY (including right of way adjustment) 

APPLICANT AVENUE DEVELOPMENT ASSOCIATES by its attorneys RUDNICK & WOLFE

ADDRESS • 30 North LaSalle Street, Chicago, IL

DATE June 25, 1987



C. GENERALIZED LAND USE MAP

LEGEND

- RETAIL, OFFICE, HOTEL & SUCH OTHER USES PERMITTED BY THE PLAN OF DEVELOPMENT
- BUSINESS, RETAIL, RESIDENTIAL, & PARKING
- RESIDENTIAL & RETAIL
- MUSEUMS



ADDRESS OF PROPERTY:  
676 N. Michigan Ave.  
Chicago, IL

APPLICANT AVENUE DEVELOPMENT ASSOCIATES by its attorneys RUDNICK & WOLFE

ADDRESS 30 North LaSalle Street, Chicago, IL

DATE June 25, 198

(Continued from page 4271)

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 1-L.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 1-L in area bounded by

the C. & N. W. R. Y.; a line 435 feet east of and parallel to North Laramie Avenue; West Lake Street; and a line 335 feet east of and parallel to North Laramie Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 2-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Central Business District and Central Area Parking Planned Development No. 406 symbols and indications as shown on Map No. 2-F in area bounded by

West Madison Street; a line 181.48 feet east of South Wells Street; a line 199.06 feet south of West Madison Street; and South Wells Street,

to the designation of a Business Planned Development which is hereby established in the area described above, subject to such use and bulk regulations as are set forth on the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Plan Of Development.*

*Business Planned Development No. \_\_\_\_\_*

*Statements.*

1. The area delineated herein as Business Planned Development (the "Planned Development") consists of approximately 36,123 square feet of real property bounded on the north by West Madison Street; on the east by a line 181.48 feet west of South Wells Street; on the south by a line 199.06 feet south of West Madison Street; and on the west by South Wells Street (the "Property"), as identified in the drawing attached hereto entitled "Boundary and Property Line Map". The property is owned and controlled by the Applicant, the Madison Plaza II Partnership, an Illinois general partnership.

2. The Applicant or its successors, assignees or grantees shall obtain all official City reviews, approvals and permits required in connection with this Plan of Development.

3. The following uses shall be permitted within the Planned Development: business and professional offices, retail and service uses, telecommunication dishes, accessory uses and related uses permitted in the B7-7 District subject to such limits, maximum and minimum, as set forth in the table of use and bulk regulations and related controls made a part of this Plan of Development. Diverse retail and service uses are desired at street level. Accordingly, the Applicant agrees to use its best efforts to cause such diverse retail and service uses to be established at street level, particularly along the Madison and Wells Street frontages of the building. Street level retail and service uses shall be located in general conformance with the street level plan attached hereto as Exhibit B.

4. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review of the Bureau of Traffic Engineering and Operations and the approval of the Commissioner of Planning.

5. The height restriction of the development and any appurtenance attached thereto shall be subject to:

- (1) Height limitations as certified and approved by the Federal Aviation Administration; and
- (2) Airport Zoning Regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

6. Off-street parking and loading facilities will be provided in compliance with this Plan of Development and shall be subject to the review and approval of the Commissioner of Planning and the Bureau of Street Traffic and Operations.

7. For purposes of floor area ratio (F.A.R.) calculations, mechanical floor space in the building shall not be counted as floor area.

8. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the Planned Development.

9. Business and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Departments of Planning and Zoning. Temporary signs such as construction and marketing signs may be permitted subject to the aforesaid approvals.

10. This Plan of Development, consisting of eleven (11) statements; an existing zoning map; a boundary and property line map; a generalized land use map; and a table of use and bulk regulations and related controls, is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments" as promulgated by the Commissioner of the Department of Planning.

[Bulk Regulations and Maps attached to this Plan of Development are printed on pages 4282 through 4286 of this Journal.]

[Plat of Survey omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

*Reclassification Of Area Shown On Map No. 2-F.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Central Business District and C.A.P.P.D. No. 312 symbols and indications as shown on Map No. 2-F in the area bounded by

West Van Buren Street; South State Street; West Congress Parkway; and South Plymouth Court,

to a designation of Central Area Parking Planned Development No. 312, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Plan Of Development*

*Central Area Parking Planned Development*

*No. 312 As Amended*

*Statements.*

1. The area delineated herein as Central Area Parking Planned Development No. 312 As Amended is bounded by West Van Buren Street, South State Street, West Congress Parkway and South Plymouth Court is owned and controlled by the Department of Planning, City of Chicago.

2. The public parking facility proposed shall be used for the parking of passenger cars, light vans and pickup trucks. No heavy commercial trucks shall be parked upon the said lot at any time.

3. Adequate drainage shall be provided so as to permit runoff of flow to an established City of Chicago sewer.

4. Adequate lighting will be maintained at the facility and the area will be paved and properly landscaped subject to the review and approval of the Commissioner of the Department of Planning.

5. Ingress and egress for the east half of the parcel will be provided from driveways on West Van Buren Street and West Congress Parkway. All driveways will comply with the Driveway Ordinance of the City of Chicago.

Ingress and egress for the west half of the parcel will be provided from driveways on West Van Buren Street and South Plymouth Court. All driveways will comply with the Driveway Ordinance of the City of Chicago.

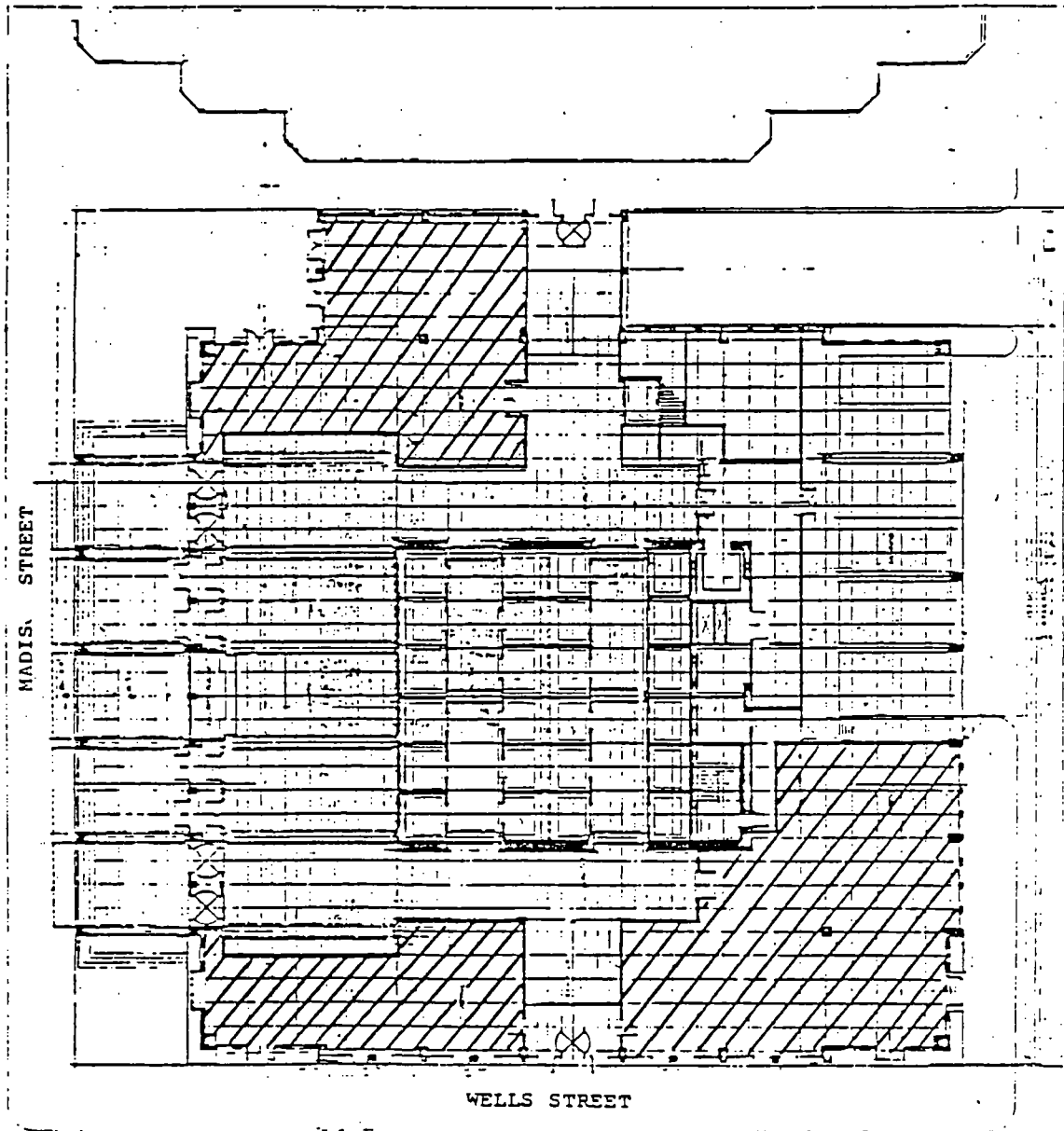
6. The Applicant or its successors, assignees, or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.

7. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the applicant or its successors, assignees or grantees, and approval by the City Council.

(Continued on page 4287)



EXHIBIT B



RETAIL SPACE

BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
 PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE AREA SQ. FEET   ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM FLOOR AREA RATIO	MAXIMUM PERC OF SITE COVE
36,123   0.83	Business and professional offices, retail and service uses, telecommunication dishes, accessory uses and related uses as permitted in the 87-7 District.	28.55	75%

GROSS SITE AREA = NET SITE AREA + AREA TO REMAIN IN PUBLIC RIGHT-OF-WAY

50,889.70 (1.17 acres) = 36,123 (0.83 acres) + 14,766.70 (0.34 acres)

**STREET PARKING AND LOADING CONTROLS**

Minimum off-street parking spaces: 56  
 Minimum off-street loading berths: 6

MAXIMUM FLOOR AREA RATIO: 28.55

**SET BACKS AND SITE COVERAGE**

Minimum Setbacks:

north property line: Twenty feet  
 east property line: no setback  
 south property line: twenty feet  
 west property line: no setback

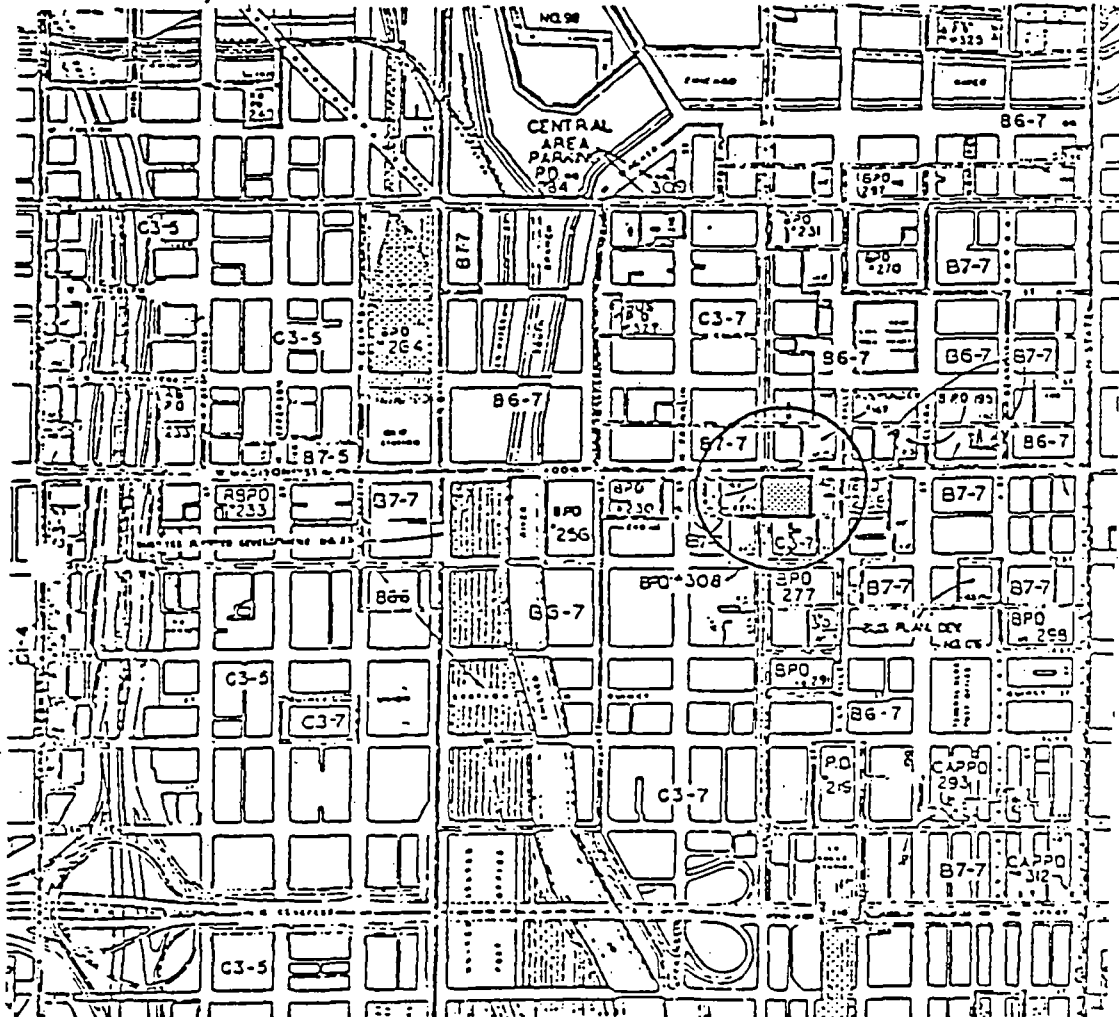
Maximum Site Coverage: 75%

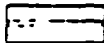

APPLICANT: Madison Plaza II Partnership

ADDRESS: 200 West Madison, Suite 3100  
 Chicago, Illinois 60606

DATE: June 22, 1987  
 REVISED: August 13, 1987

BUSINESS PLANNED DEVELOPMENT  
EXISTING ZONES AND PREFERENTIAL STREET MAP



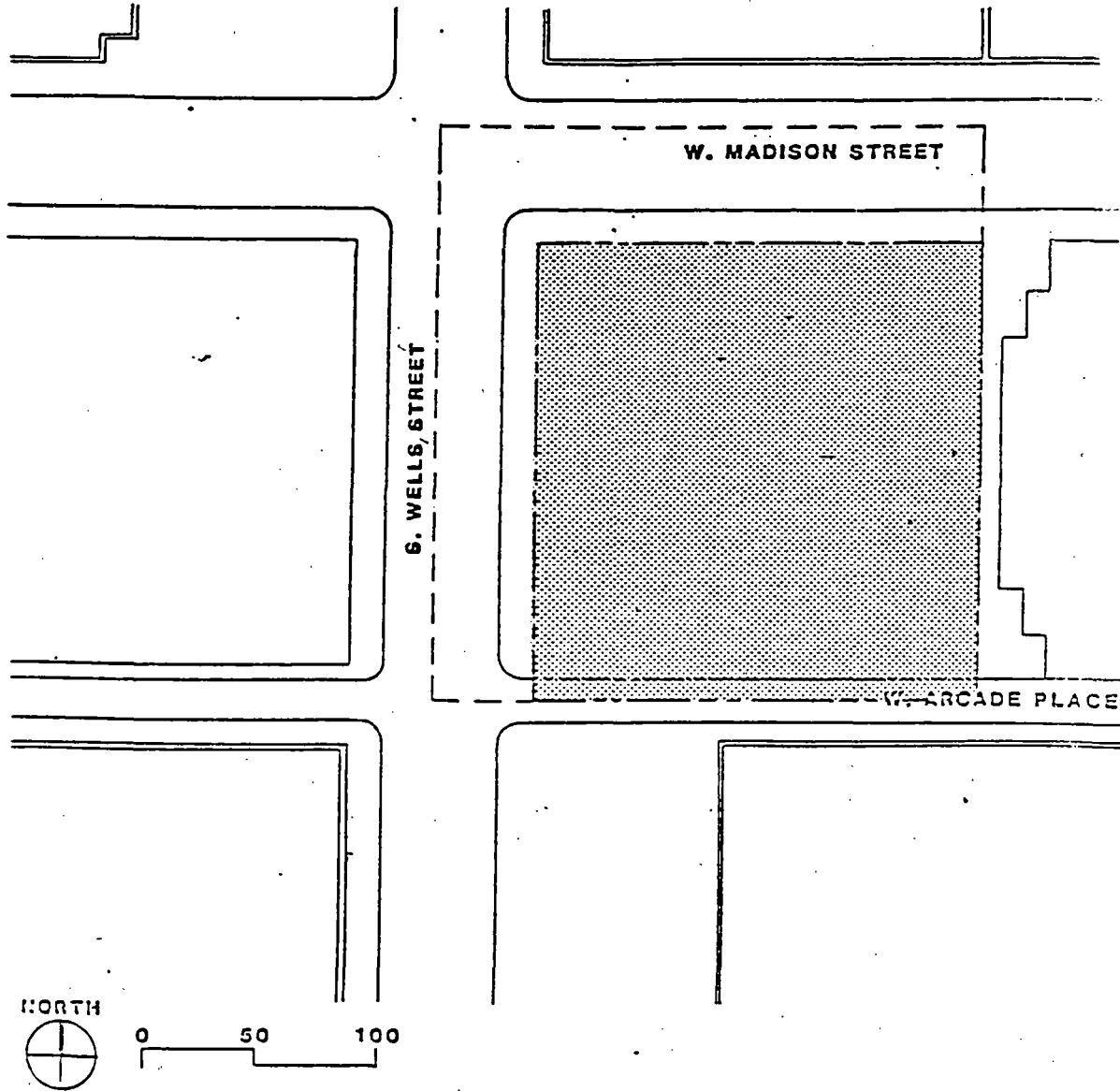
-  Zoning Districts
-  Business Development



**APPLICANT :** Madison Plaza II Partnership  
 200 West Madison, Suite 3100  
 Chicago, Illinois 60606

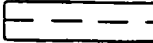
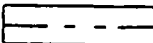

**DATE :** June 22, 1987

General Land Use Map

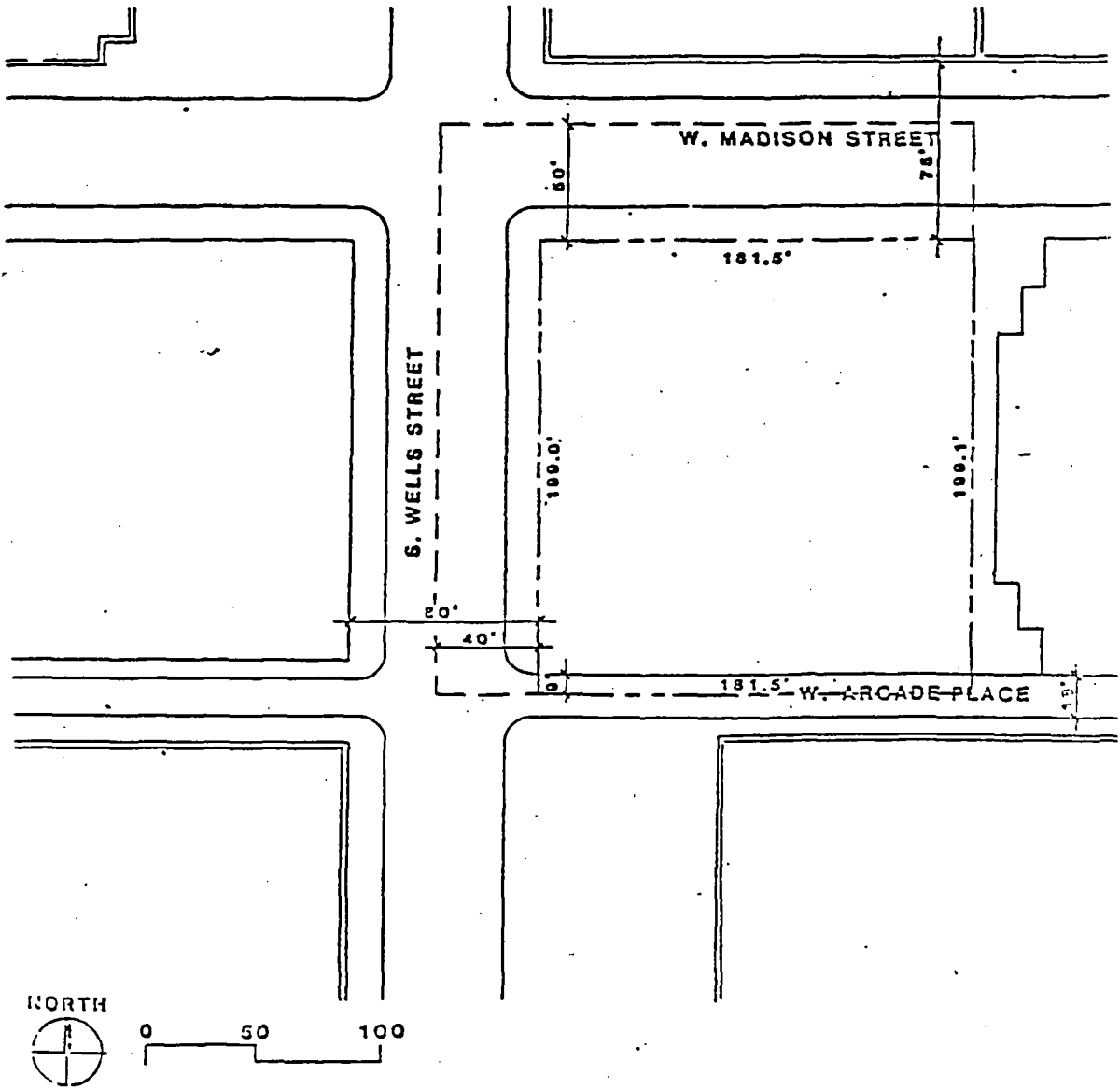


APPLICANT : Madison Plaza II Partnership  
200 West Madison, Suite 3100  
Chicago, Illinois 60606

DATE : June 22, 1987

-  Planned Development Boundary
-  Property Line
-  General Business Uses

Boundary and Property Line Map



APPLICANT : Madison Plaza II Partnership  
 200 West Madison, Suite 3100  
 Chicago, Illinois 60606

 Planned Development  
 Boundary  
 Property Line

DATE : June 22, 1987

(Continued from page 4279)

8. Use of land will consist of a grade level public parking facility with accessory structures.

9. Business identification signs may be permitted within the Planned Development subject to the review and approval of the Department of Planning and the Department of Inspectional Services. No advertising signs will be permitted.

10. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as the Planned Development As Amended and illustrates the development of such area will be in accordance with the intent and purpose of the Chicago Zoning Ordinance.

11. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of the Department of Planning.

Use and Bulk Regulations and Data attached to this Plan of Development read as follows:

*Central Area Parking Planned Development*

*No. 312 As Amended*

*Use And Bulk Regulations And Data.*

*Net Site Area	77,899.40 square feet
Gross Site Area -	141,802.65 square feet
Net Site Area +	77,899.40 square feet
Area of Public Street	63,903.25 square feet
General Description of Land Use	Grade-level public parking facility
Maximum Number of Parking Spaces	260
Maximum F. A. R.	Not Applicable
Maximum % of Land Covered	Not Applicable

\*Net Site Area includes alley west of State Street to be vacated.

Applicant: Department Of Planning, City Of Chicago

Date: June 24, 1987

[Maps attached to this Plan of Development are printed  
on pages 4289 through 4291 of this Journal.]

---

*Reclassification Of Area Shown On Map No. 2-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-H in area bounded by

West Greshaw Street; South Oakley Avenue; the alley next south of and parallel to West Greshaw Street; and a line 124.14 feet west of and parallel to South Oakley Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 3-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 3-H in area bounded by

a line 32 feet north of West Potomac Avenue; a line 72 feet east of North Hoyne Avenue; West Potomac Avenue; and North Hoyne Avenue,

to those of an R6 General Residence District, and a corresponding use district is hereby established in the area above described.

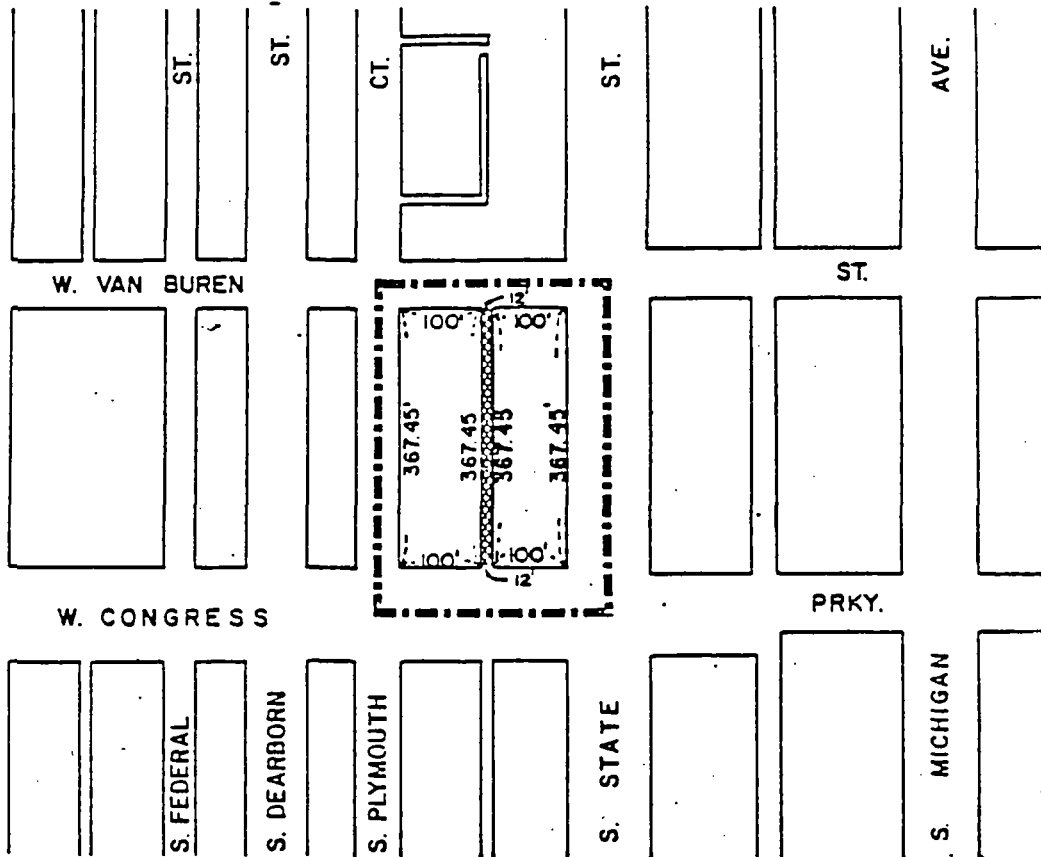
SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

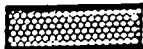
*Reclassification Of Area Shown On Map No. 5-G.*

(Continued on page 4292)

CENTRAL AREA PARKING PLANNED DEVELOPMENT  
No. 312, AS AMENDED  
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS



**LEGEND**

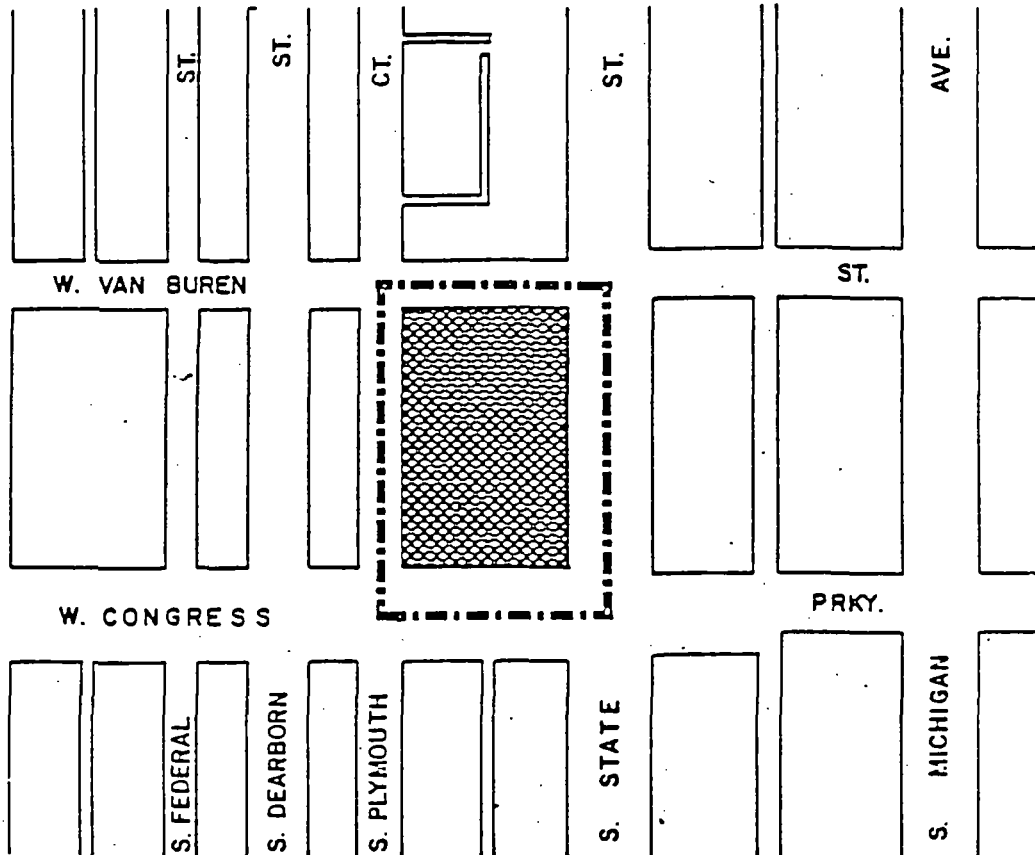
- PLANNED DEVELOPMENT BOUNDARY
-  ALLEY PROPOSED TO BE VACATED



APPLICANT: DEPARTMENT OF PLANNING - CITY OF CHICAGO  
 DATE: JUNE 24, 1987



CENTRAL AREA PARKING PLANNED DEVELOPMENT  
No. 312, AS AMENDED  
GENERALIZED LAND USE PLAN



**LEGEND**

----- PLANNED DEVELOPMENT BOUNDARY

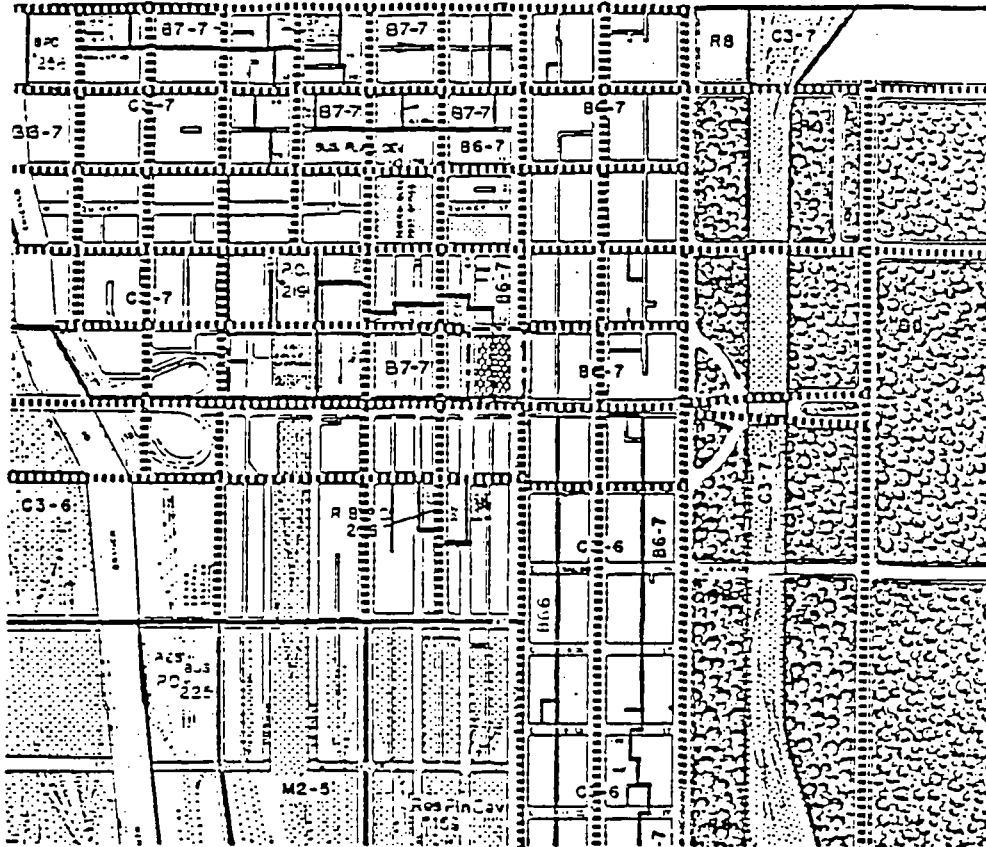
 GRADE-LEVEL PUBLIC PARKING FACILITY





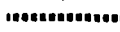


APPLICANT: DEPARTMENT OF PLANNING - CITY OF CHICAGO

DATE: JUNE 24, 1987

CENTRAL AREA PARKING PLANNED DEVELOPMENT,  
No. 312, AS AMENDED  
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM



LEGEND

-  CENTRAL AREA PARKING PLANNED DEVELOPMENT BOUNDARY
-  ZONING DISTRICT BOUNDARIES
-  PREFERENTIAL STREET SYSTEM
-  PUBLIC & QUASI-PUBLIC FACILITIES
-  PARKS AND PLAYGROUNDS



APPLICANT: DEPARTMENT OF PLANNING - CITY OF CHICAGO  
DATE: JUNE 24, 1967

(Continued from page 4288)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-G in area bounded by

West Armitage Avenue; a line 238.40 feet east of and parallel to North Racine Avenue; North Maud Street; a line 65.42 feet southeast of the alley next south of and parallel to West Armitage Avenue (as measured along the east line of North Maud Avenue); the alley next south of and almost parallel to West Armitage Avenue; West Armitage Avenue; a line 413 feet east of and parallel to North Racine Avenue; West Armitage Avenue; a line 463.40 feet east of and parallel to North Racine Avenue; the alley next northeast of and parallel to North Maud Avenue; a line 205.51 feet northwest of the intersection of North Seminary Avenue and North Maud Avenue (as measured along the northeast line of North Maud Avenue); North Maud Avenue; a line 95.70 feet northwest of and parallel to North Kenmore Avenue; the alley next northeast of and parallel to North Clybourn Avenue; a line 338.70 feet northwest of and parallel to North Kenmore Avenue; North Clybourn Avenue; North Racine Avenue; North Maud Avenue; and a line 188.40 feet east of and parallel to North Racine Avenue,

to the designation of a Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Residential-Business Planned Development*

*Plan Of Development Statements.*

1. The area delineated herein as "Residential-Business Planned Development", is owned or controlled by Dayton Resources, Ltd.
2. All applicable reviews, approvals or permits are required to be obtained by the applicant, or his successors, assignees or grantees.
3. Use of land in Sub-Area A will consist of three-story townhouse structures containing a total of 78 single-family residential units and related parking. Use of land in Sub-Area B will consist of a one-story commercial building, with uses as permitted in the B4-2 Restricted Service District, and related parking.

4. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
5. Any re-subdivision of parcels shall require a separate submittal on behalf of Dayton Resources, Ltd.
6. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be parking within such paved areas.
7. The following maps and table of controls, together with these statements, sets forth data concerning the property included in said development and data concerning a generalized land use plan, illustrating the development of said property in accordance with the intent of the Chicago Zoning Ordinance.
8. Identification signs and business identification signs may be permitted within the area delineated hereon as Residential-Business Planned Development subject to the review and approval of the Departments of Planning and Inspectional Services.
9. The Plan of Development, hereby attached, shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as adopted by the Commissioner of Planning.

[Bulk Regulations and Maps attached to this Plan of Development are printed on pages 4294 through 4297 of this Journal.]

---

*Reclassification Of Area Shown On Map No. 5-N.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 5-N in area bounded by

West Armitage Avenue; North Oak Park Avenue; the alley next south of and parallel to West Armitage Avenue; and a line 76.55 feet west of and parallel to North Oak Park Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

• RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PLANNED DEVELOPMENT USE & BULK REGULATIONS & DATA

NET SITE AREA		GENERAL DESCRIPTION OF LAND USE	NUMBER OF DWELLING UNITS	MAXIMUM FLOOR AREA RATIO	MAXIMUM % OF LAND COVERED
SF	ACRES				
118,128	2.712	<u>Sub-Area A</u> Three story townhouse structures and off- street parking	78	1.4	53%
59,966	1.376	<u>Sub-Area B</u> One story commercial building and off- street parking	0	0.54	53%
Total 178,094	4.088		78	Average FAR for site 1.2	54%

NET SITE AREA + AREA OF PUBLIC STREETS & ALLEYS = GROSS SITE AREA  
4.088 acres      1.77 acres      5.858 acres

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 1.2

MINIMUM NUMBER OF OFF-STREET PARKING SPACES: RESIDENTIAL USE: 102  
BUSINESS USE: 79

BUSINESS USES PERMITTED IN THE COMMERCIAL STRUCTURE SHALL BE LIMITED TO THOSE OF THE B4-2 ZONING DISTRICT.

MINIMUM NUMBER OF OFF-STREET LOADING SPACES: For the commercial structure Off-Street Loading Facilities will be provided as authorized by the Chicago Zoning Ordinance, B4-2 zoning.

MINIMUM PERIMETER SETBACKS: Parcel #	Front Yard	Side Yard	Rear Yard
#1	6'	8"	0'
#2	12'	8"	30'
#3	12'	8"	15'
#4	3'-6"	8'	0'
#5	0'	0'	0'

MAXIMUM PERCENT OF LAND COVERED: 54%

SETBACK AND YARD REQUIREMENTS MAY BE ADJUSTED WHERE REQUIRED TO PERMIT CONFORMANCE TO THE PATTERN OF, OR ARCHITECTURAL ARRANGEMENT RELATED TO, EXISTING STRUCTURES, OR WHERE NECESSARY BECAUSE OF TECHNICAL REASONS, SUBJECT TO THE APPROVAL OF THE DEPARTMENT OF PLANNING.


APPLICANT: DAYTON RESOURCES, LTD.

DATE: June 12, 1987

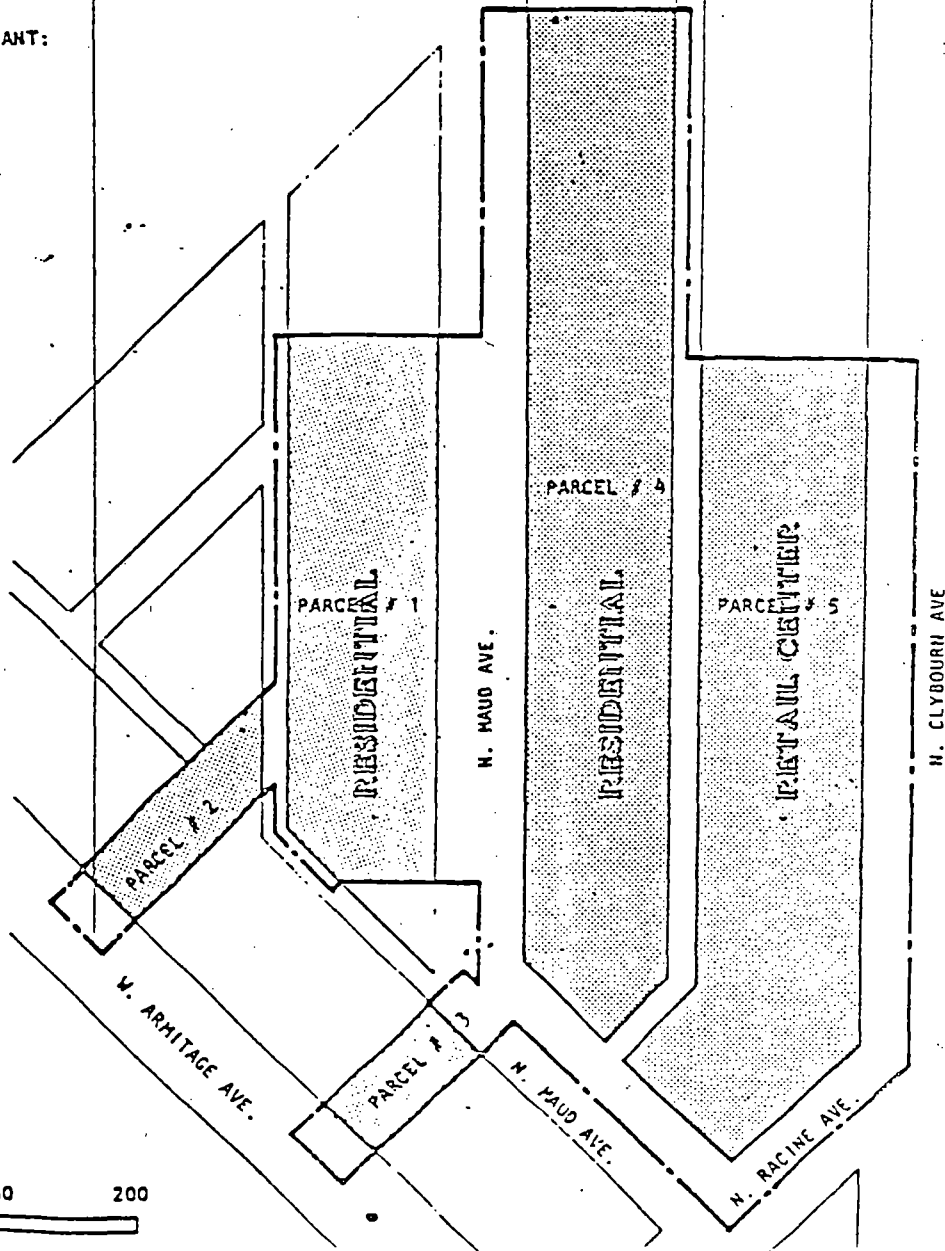
RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
GENERALIZED LAND USE PLAN

LEGEND

--- PLANNED DEVELOPMENT BOUNDARY

 3-STORY RESIDENTIAL TOWNHOUSE STRUCTURES,  
A COMMERCIAL STRUCTURE, AND RELATED PARKING

APPLICANT:  
DATE:




RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
GENERALIZED LAND USE PLAN

LEGEND

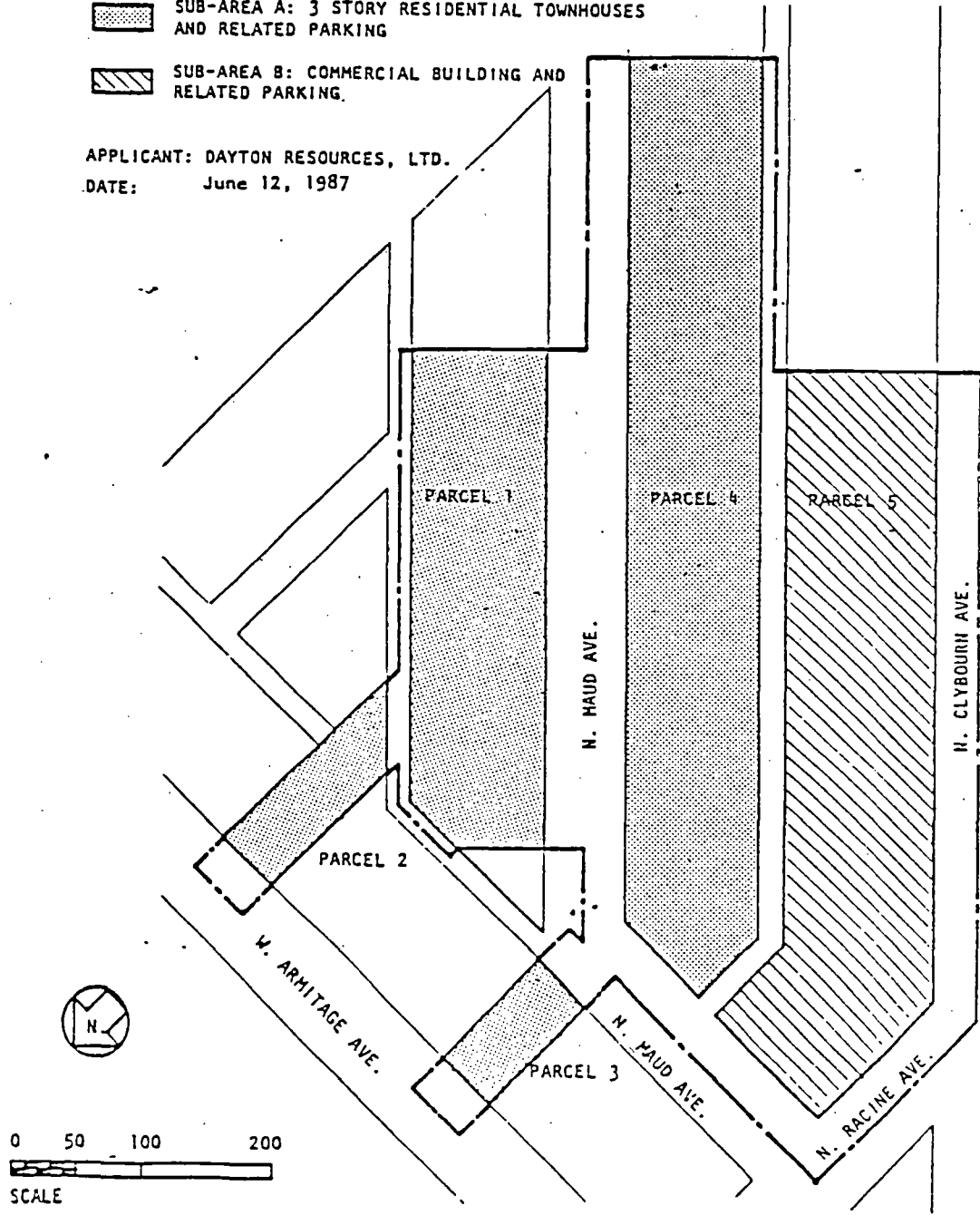
--- PLANNED DEVELOPMENT BOUNDARY

 SUB-AREA A: 3 STORY RESIDENTIAL TOWNHOUSES  
AND RELATED PARKING

 SUB-AREA B: COMMERCIAL BUILDING AND  
RELATED PARKING.

APPLICANT: DAYTON RESOURCES, LTD.

DATE: June 12, 1987

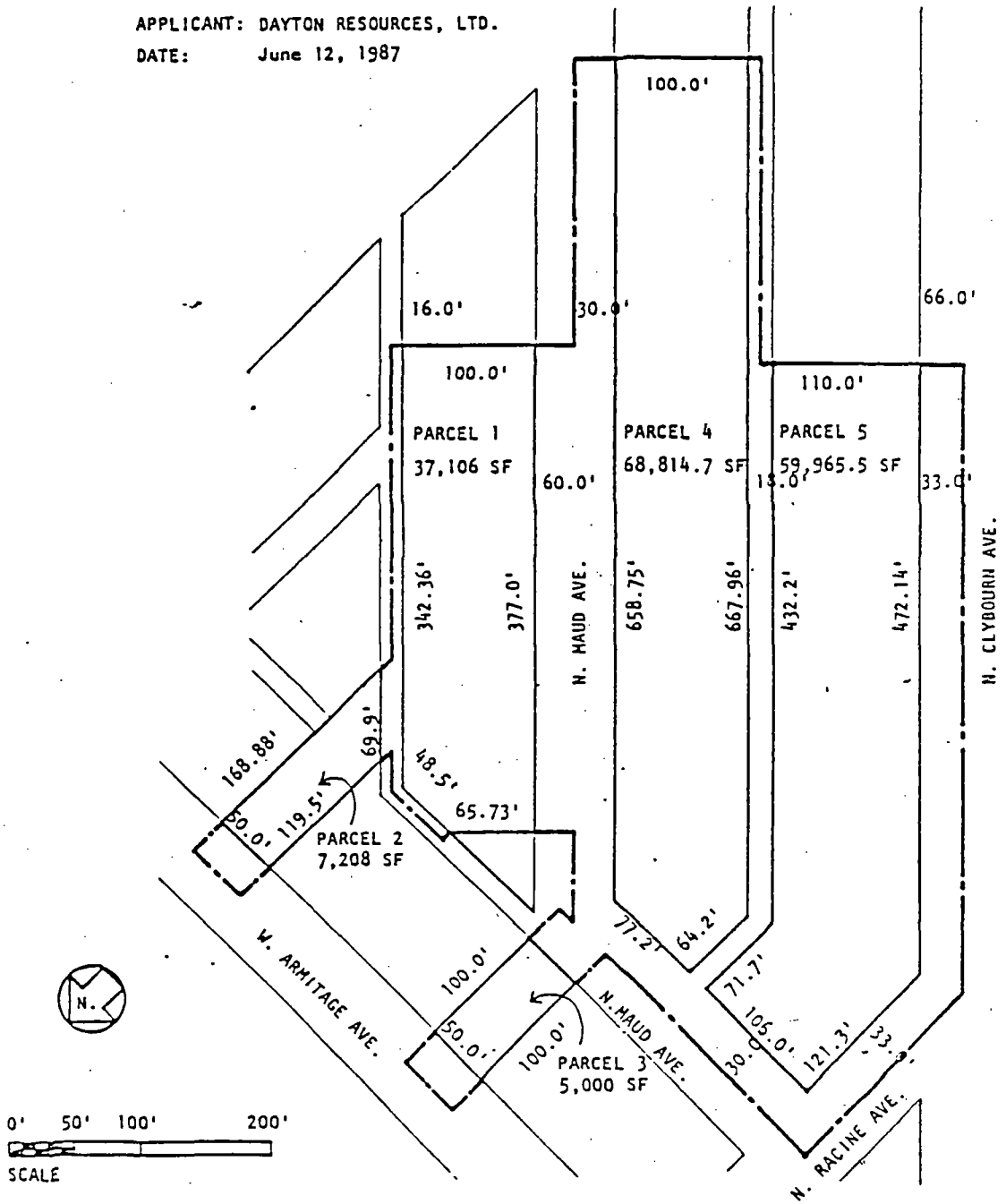


RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENTS

PLANNED DEVELOPMENT BOUNDARY

APPLICANT: DAYTON RESOURCES, LTD.

DATE: June 12, 1987





*Reclassification Of Area Shown On Map No. 6-I.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 6-I in area bounded by

West 23rd Street; South Troy Street; a line 60 feet south of and parallel to West 23rd Street; and the alley next west of and parallel to South Troy Street,

to those of a B1-1 Local Retail District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 7-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the M2-2 General Manufacturing District and R3 General Residence District symbols and indications as shown on Map No. 7-G in area bounded by

North Greenview Avenue; a line 394 feet north of and parallel to West Wrightwood Avenue; a line 378.76 feet west of and parallel to North Southport Avenue; a line 553 feet north of and parallel to West Wrightwood Avenue; a line 295.38 feet west of and parallel to North Southport Avenue; a line 628.92 feet north of and parallel to West Wrightwood Avenue; North Southport Avenue; West Wrightwood Avenue; the alley next west of and parallel to North Southport Avenue; the alley next south of and parallel to West Wrightwood Avenue; a line 48.04 west of and parallel to the alley next west of and parallel to North Southport Avenue; and West Wrightwood Avenue,

to those of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as set forth in the Plan of Development herewith attached and made a part hereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Residential Planned Development Statements.*

1. The area delineated herein as "Residential Planned Development" north of West Wrightwood Avenue is owned by LaSalle National Bank, as Trustee U/T/A dated 12/31/86 (11863), 8/10/70 (41159), and 10/4/79 (101656) and known as Trust Nos. 111863, 41159, and 101656, respectively. The beneficial owners of LaSalle National Bank Trust No. 111863 are William Swartz, Robert Swartz, and Mary Swartz; the beneficial owner of both Trust Nos. 41159 and 101656 is William Swartz, as Trustee of the Revocable Living Trust under the Second Restated William Swartz Trust Agreement dated August 17, 1977. That part of the property south of Wrightwood Avenue is owned by LaSalle National Bank, as Trustee under Trust Agreement dated 5/20/87 and known as Trust No. 112302. The beneficial owner of Trust No. 112302 and the contract purchaser of the remainder of the property is M.C.L. Holdings Corporation. The Planned Development shall be under the single designated control of M.C.L. Holdings Corporation.
2. The off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
3. Any dedication or vacation of streets or resubdivision of parcels shall require a separate submittal on behalf of the Applicant, its successors, assignees or grantees and approval by the City Council. It is intended that resubdivision plats shall be submitted for approval in conformity with this Residential Planned Development Ordinance to permit conveyances of individual single-family lots for detached and attached single-family homes, the multi-family residential building and the condominiums therein, as well as conveying the common areas to a property owner's association.
4. All applicable official reviews, approvals or permits are required to be obtained by the Applicant, its successors, assignees or grantees.
5. Service drives, if any, or any other ingress or egress lanes not heretofore proposed to be dedicated shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. No parking shall be permitted within such paved areas.
6. 133 attached or detached single-family homes and 77 condominium units, accessory uses, and public parking shall be permitted within the planned development. A minimum of 210 accessory off-street parking spaces shall be provided.
7. The following information sets forth data concerning the property included in said development.

8. Minimum periphery setbacks shall be as shown on the attached data sheet. Minimum side yards shall not be required where single-family homes are attached. Detached single family homes shall require minimum side yards of not less than 10% of the lot width.
9. Identification signs may be permitted within the area delineated as Residential Planned Development, subject to the review and approval of the Department of Inspectional Services or the Department of Planning.
10. This Plan of Development is applicable to the area delineated herein. These and no other controls shall apply to the area delineated herein.
11. A minimum of .45 acres shall be reserved for common open spaces divided into no more than 6 locations.
12. The Plan of Development hereto attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments" as adopted by the Department of Planning at the time of passage.

[Bulk Regulations and Maps attached to this Plan of Development  
are printed on pages 4301 through 4305  
of this Journal.]

[Plat of Survey omitted for printing purposes but on file and  
available for public inspection in the Office of the  
City Clerk.]

*Reclassification Of Area Shown On Map No. 7-O.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 7-O in the area bounded by

a line 100 feet north of and parallel to West Barry Avenue; North Harlem Avenue; West Barry Avenue; and the alley next west of and parallel to North Harlem Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

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

RESIDENTIAL PLANNED DEVELOPMENT  
PLAN OF DEVELOPMENT

USE AND BULK REGULATIONS AND DATA

NET SITE SQ. FEET	AREA ACRES	GENERAL DESCRIPTION OF LAND USE	MAXIMUM SITE FLOOR AREA RATIO	MAXIMUM PERCENT OF SITE COVERAGE
321,467	7.379	133 attached and detached single family homes and 77 condominium units, accessory uses, and public parking	1.3	45%

GROSS SITE AREA = NET SITE AREA + AREA REMAINING IN THE PUBLIC RIGHT OF WAY

$$380,468 = 321,467 + 59,001$$

OFF STREET PARKING AND LOADING

Minimum accessory off-street parking: 210 spaces

No parking shall be permitted on service drives or private streets.

Loading berths: 1

enclosed garages for all units

MAXIMUM SITE FLOOR AREA RATIO: 1.3

SETBACKS AND SITE COVERAGE

MINIMUM SETBACKS: (See attached)

MAXIMUM SITE COVERAGE: 45%

MINIMUM COMMON OPEN SPACE: .45 acres

APPLICANT: MCL Holdings Corporation

ADDRESS: 990 W. Fullerton Avenue  
Chicago, Illinois 60614

DATE: August 11, 1987

Revised: August 13, 1987

## RESIDENTIAL PLANNED DEVELOPMENT

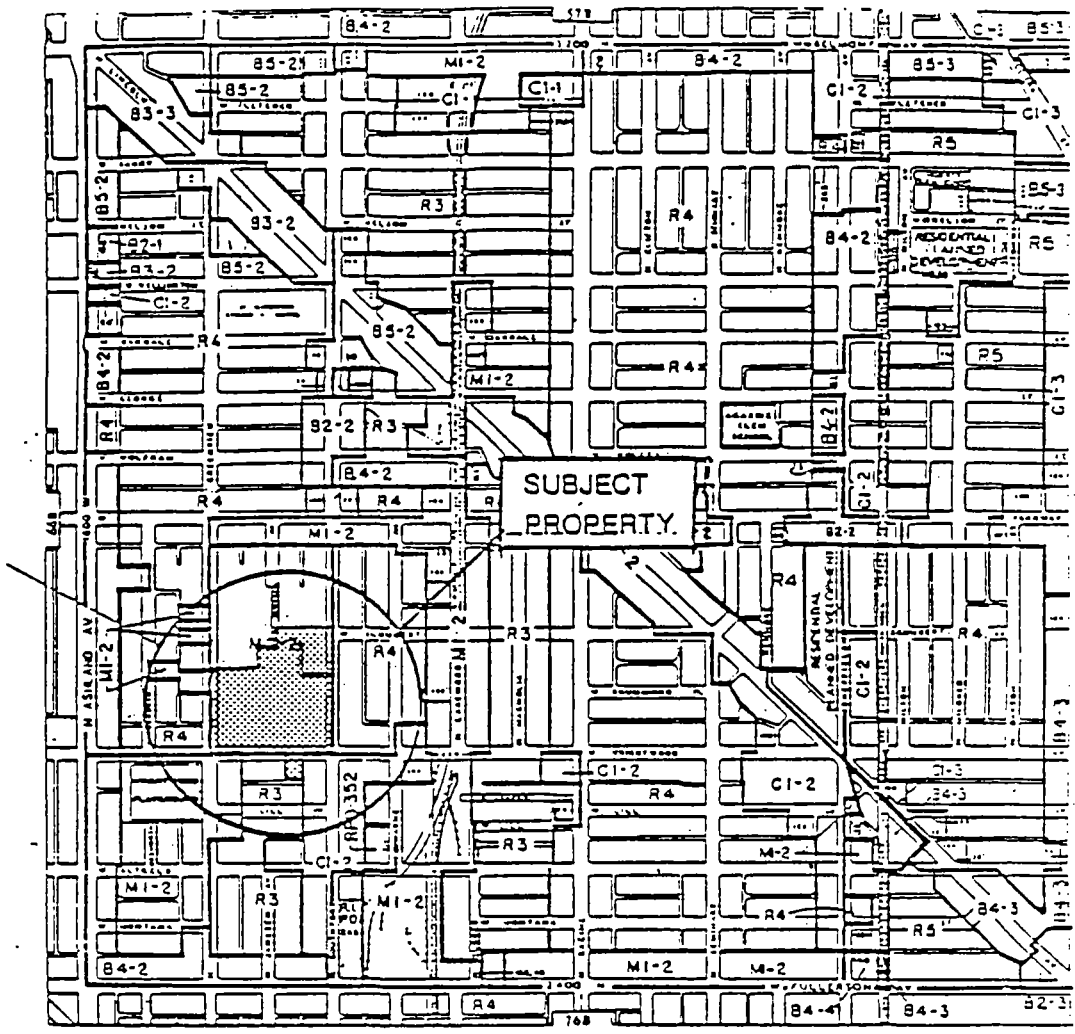
USE AND BULK REGULATION AND DATA (cont.)Minimum Periphery Setbacks:

<u>Address:</u>	<u>Setback:</u>
W. Wrightwood (North side, existing building - sideyard)	0
W. Wrightwood (North side, new attached single family homes - side yard)	3'
W. Wrightwood (South side, new single family attached or de- tached - front yard)	10'
W. Wrightwood (North side, new single family attached or de- tached - front yard - side yard)	15'
N. Greenview (front yard)	7'6"
Line 194 feet north of and parallel to W. Wrightwood Ave. (new single family attached or detached - side yard)	0
Line 194 feet north of and parallel to W. Wrightwood Ave. (new single family attached or de- tached - rear yard (garages within setback area))	20'
Line 178.76 feet west of and parallel to N. Southport Ave (new single family attached - rear yard - side yard)	30'
Line 628.92 feet north of and parallel to W. Wrightwood Ave. (new single family attached - rear yard - side yard)	3'
N. Southport Ave. (new single family attached - side yard - front yard)	15'
N. Southport Ave. (existing building - front yard)	3'
	15'
	0

Applicant: MCL Holdings Corporation  
990 W. Fullerton Avenue  
Chicago, Illinois 60614

Date: August 11, 1987

Revised: August 13, 1987

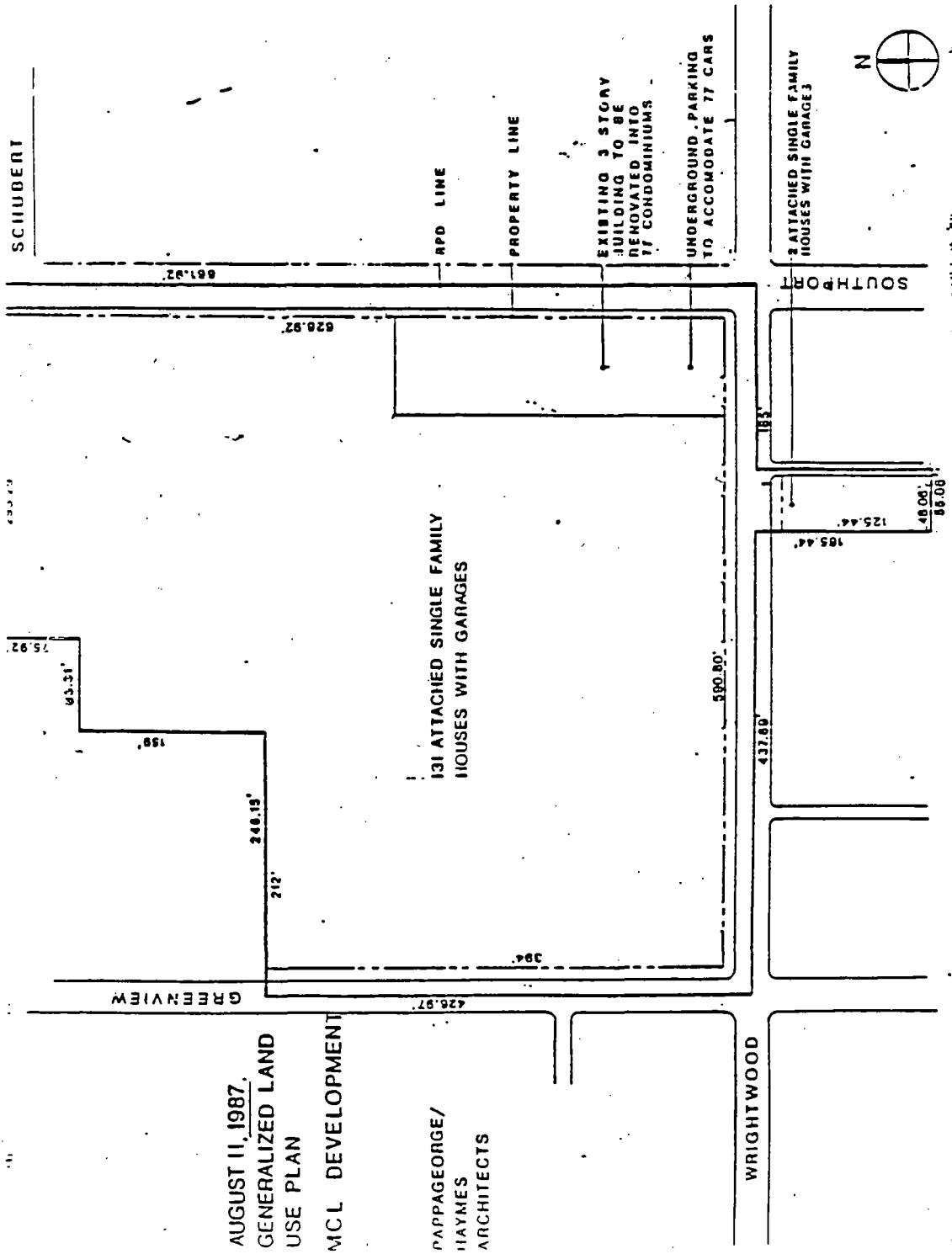


<u>RESIDENCE DISTRICTS</u>	<u>BUSINESS DISTRICTS</u>	<u>COMMERCIAL DISTRICTS</u>
R1 SINGLE-FAMILY RESIDENCE DISTRICT	81-1 TO 81-5 LOCAL RETAIL DISTRICTS	CI-1 TO CI-5 RESTRICTED COMMERCIAL DISTRICT
R2 SINGLE-FAMILY RESIDENCE DISTRICT	82-1 TO 82-5 RESTRICTED RETAIL DISTRICTS	C2-1 TO C2-5 GENERAL COMMERCIAL DISTRICTS
R3 GENERAL RESIDENCE DISTRICT	83-1 TO 83-5 GENERAL RETAIL DISTRICTS	C3-5 TO C3-7 COMMERCIAL-MANUFACTURING DISTRICT
R4 GENERAL RESIDENCE DISTRICT	84-1 TO 84-5 RESTRICTED SERVICE DISTRICTS	C4 MOTOR FREIGHT TERMINAL DISTRICT
R5 GENERAL RESIDENCE DISTRICT	85-1 TO 85-5 GENERAL SERVICE DISTRICTS	
R6 GENERAL RESIDENCE DISTRICT	86-6 AND 86-7 RESTRICTED CENTRAL BUSINESS DISTRICTS	
R7 GENERAL RESIDENCE DISTRICT	87-5 TO 87-7 GENERAL CENTRAL BUSINESS DISTRICTS	
R8 GENERAL RESIDENCE DISTRICT		
		<u>MANUFACTURING DISTRICTS</u>
		M1-1 TO M1-5 RESTRICTED MANUFACTURING DISTRICT
		M2-1 TO M2-5 GENERAL MANUFACTURING DISTRICT
		M3-1 TO M3-5 HEAVY MANUFACTURING DISTRICT

AMENDED  
9-26-85

FOR USE AND BULK REGULATIONS, RESIDENCE DISTRICTS, SEE ARTICLE 7.  
 FOR USE AND BULK REGULATIONS, BUSINESS DISTRICTS, SEE ARTICLE 8.  
 FOR USE AND BULK REGULATIONS, COMMERCIAL DISTRICTS, SEE ARTICLE 9.  
 FOR USE AND BULK REGULATIONS, MANUFACTURING DISTRICTS, SEE ARTICLE 10.





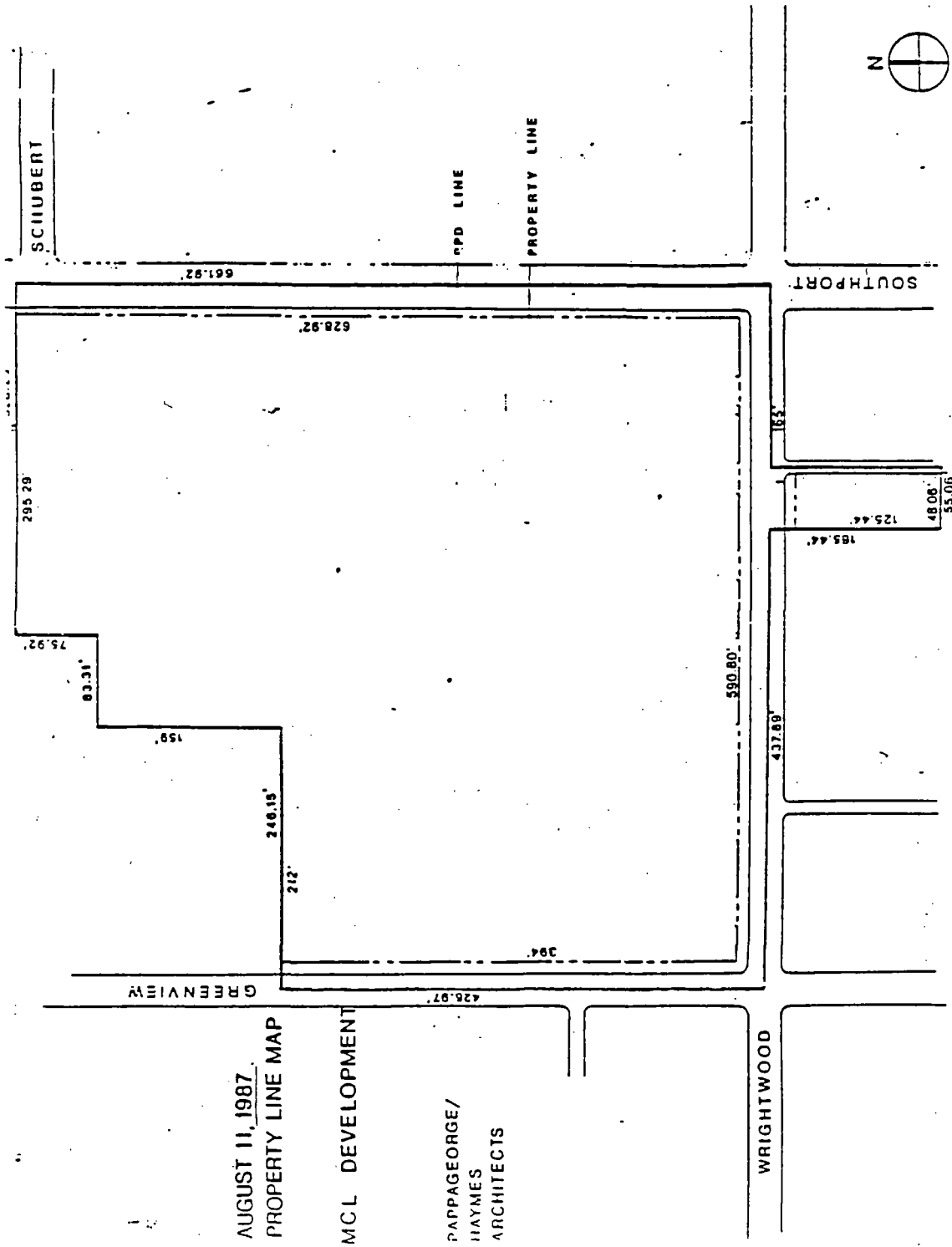
AUGUST 11, 1987,  
 GENERALIZED LAND  
 USE PLAN  
 MCL DEVELOPMENT

PAPPAGEORGE/  
 HAYMES  
 ARCHITECTS

9/23/87

UNFINISHED BUSINESS

4305



AUGUST 11, 1987  
 PROPERTY LINE MAP  
 MCL DEVELOPMENT  
 PAPPAGEORGE/  
 HAYMES  
 ARCHITECTS



*Reclassification Of Area Shown On Map No. 9-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District, M1-2 Restricted Manufacturing District, and B4-2 Restricted Service District symbols and indications as shown on Map No. 9-G in the area bounded by

West Cornelia Avenue; a line 100 feet west of and parallel to North Seminary Avenue; the alley next south of and parallel to West Cornelia Avenue; a line 216 feet west of and parallel to North Seminary Avenue; West Newport Avenue; the westerly property line of the Chicago, Milwaukee, St. Paul and Pacific Railroad right-of-way (now private); the alley next south of and parallel to West Cornelia Avenue; and the alley next east of and parallel to North Racine Avenue,

to those of a B4-3 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the B4-3 Restricted Service District symbols and indications as established on Map No. 9-G in the area hereinbefore described to the designation of a Residential-Business Planned Development, which is hereby established, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Residential-Business Planned Development attached to this ordinance reads as follows:

*Residential-Business Planned Development No.*

*Statements.*

1. The area delineated herein as Residential-Business Planned Development is under the single designated control of Cornelia-Newport Associates Joint Venture. The legal title holders of said property are: (1) American National Bank & Trust Company, as Trustee under Trust Numbers 67130, 67330, 100673-04 and 102323-04; 33 N. LaSalle Street, Chicago, Illinois, 60602. The beneficiaries of those trusts are Richard Wexner, Aubrey Greenberg, Alan Shure, Peggy Shure, Richard Greenberg, Cecille Shure, Rodger Chenore and Raymond Fisher, whose addresses are c/o Raymond Fisher, 3 East Huron Street, Chicago, Illinois 60611; and (2) Mid-Town Bank and Trust Company, TUT No. 1469, 2021 N. Clark Street, Chicago, Illinois 60614. The beneficiaries of said trust are Kenneth Schroeder and Jack Murchie whose address is 936 W. Huron Street, Chicago, Illinois 60622.

2. All applicant official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees.
3. Any dedication or vacation of streets and alleys, or easements, or adjustments of right of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees.
4. The following uses shall be permitted within the area delineated herein as Residential-Business Planned Development: dwelling units, including first floor residential use, business uses, parking, related uses, and earth station receiving dishes.
5. Business establishments shall be unrestricted in respect to individual gross floor areas, subject only to aggregate maximum floor area of 25,000 square feet.
6. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

- A. Property line map and right of way adjustments;
  - B. Existing zoning and preferential street system map;
  - C. Generalized Land Use Plan; and
  - D. Planned Development Use and Bulk Regulations and Data Chart.
7. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Public Works and the approval of the Department of Planning. Parking required for any sub-area may be provided in any other sub-area of this Planned Development.
  8. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
  9. Accessory buildings or structures may be constructed in the Residential-Business Planned Development either prior to, subsequent to or currently with any one or more principal buildings, subject to the approval of the Department of Planning.
  10. Business and business identification signs may be permitted within the area delineated herein as Residential-Business Planned Development, subject to the

review and approval of the Department of Inspectional Services and the Department of Planning.

11. The height restriction of any building or any appurtenance attached hereto shall be subject to:
  - a. height limitations as certified on Form FAA 117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration, and
  - b. airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, as approved by the City Council.
12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

[Bulk Regulations and Maps attached to this Residential-Business Planned Development are printed on pages 4309 through 4312 of this Journal.]

---

*Reclassification Of Area Shown On Map No. 9-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 9-G in the area bounded by

West Newport Avenue; North Seminary Avenue; a line 48.50 feet south of and parallel to West Newport Avenue; and the alley next west of and parallel to North Seminary Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 9-H.*

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

(Continued on page 4313)

## RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_

## TABLE OF USE AND BULK REGULATIONS AND DATA

Sub Area	Net Site Area	General Description of Land Use	Maximum F.A.R.	Maximum No. D.U.	Maximum Coverage
A.	23,035 sq.ft.	Dwelling units, including first floor	1.5	20	90
B.	42,149 sq.ft.	Residential use, Business uses in Sub-Area A only, parking, and related uses.	2.2	54	90
Total	65,184 sq.ft. (1.5 acres)		1.9	74	90

Gross Site Area = Net Site Area, 1.5 acres plus areas in public rights-of-way, 0.6 acres = 2.1 acres.

Maximum Floor Area Ratio: 1.9

Maximum Number of Dwelling Units: 74

Maximum Number of sq. ft. in Business Use: 25,000 sq. ft.

Minimum Number of Off-Street Parking Spaces: 0.9 X d.u. built

Maximum Number of Off-Street Parking Spaces: 1.5 X d.u. built

Minimum Number of Off-Street Loading Docks: 1 at 10 ft. X 25 ft.

Minimum Setbacks at Planned Development Boundaries: None

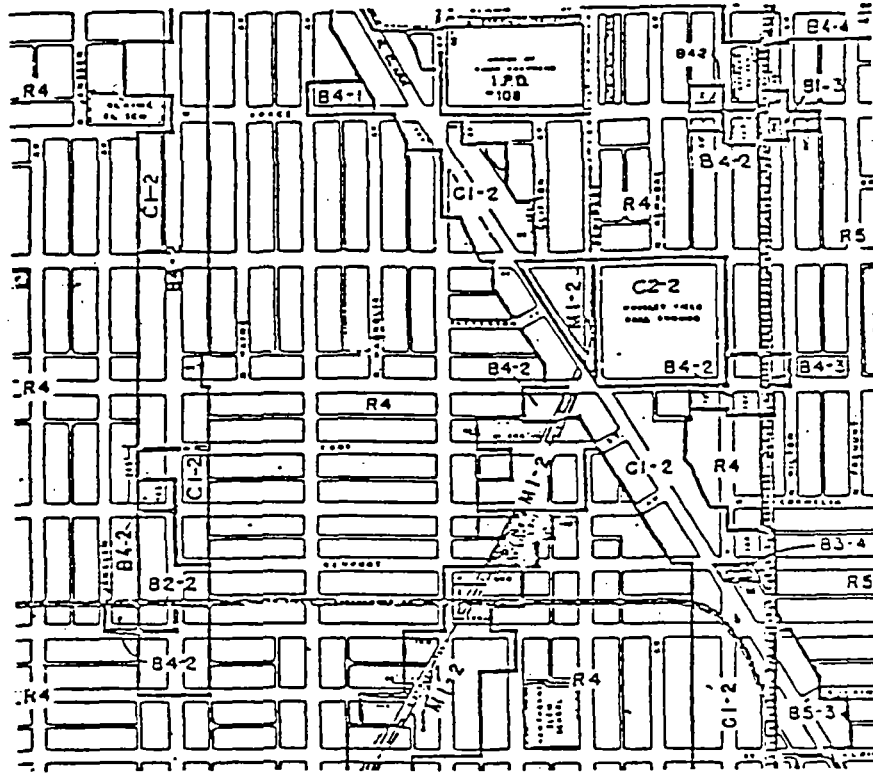
APPLICANT: Cornelia-Newport Associates Joint Venture

ADDRESS : 1111-1143 W. Cornelia Avenue/1122-1140 W. Newport Avenue

DATE : June 25, 1987

AMENDED : August 12, 1987

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
EXISTING ZONES AND PREFERENTIAL STREETS SYSTEMS



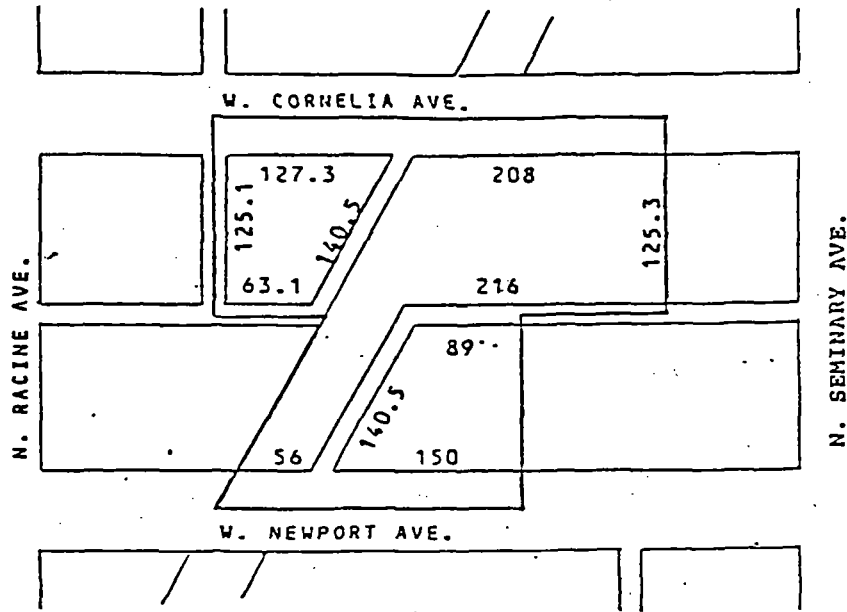
LEGEND



PLANNED DEVELOPMENT

APPLICANT: Cornelia-Newport Associates Joint Venture  
 ADDRESS: 1111-1143 W. Cornelia Avenue/1122-1140 W. Newport Avenue  
 DATE: June 25, 1987 .

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT  
PROPERTY LINE MAP AND RIGHT OF WAY ADJUSTMENTS

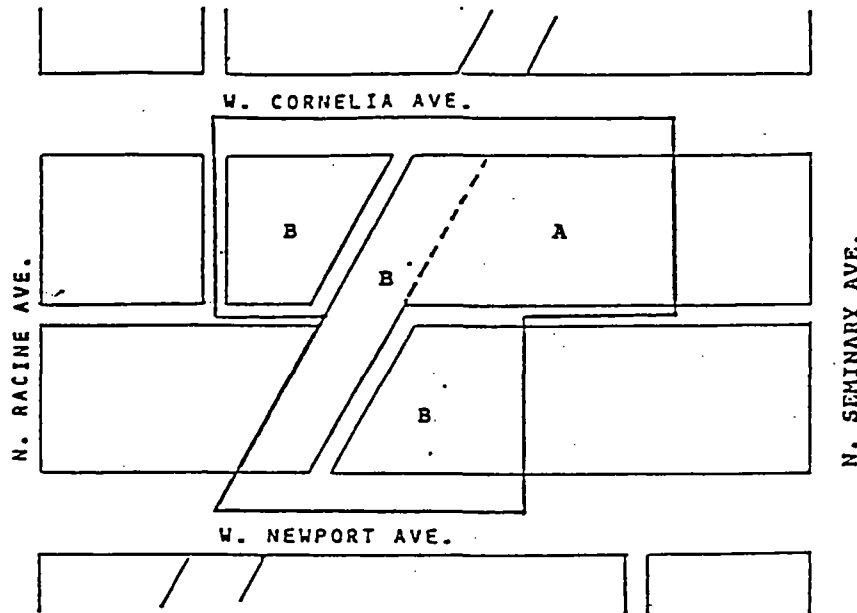


LEGEND

- Planned Development Boundary
- 127.3 Dimensions at Property Lines

APPLICANT: Cornelia-Newport Associates Joint Venture  
 ADDRESS: 1111-1143 W. Cornelia Avenue/1122-1140 W. Newport Avenue  
 DATE: June 25, 1987

RESIDENTIAL-BUSINESS PLANNED DEVELOPMENT NO. \_\_\_\_\_  
 GENERALIZED LAND USE PLAN



LEGEND

- Planned Development Boundary  
 - - - - Sub-Area Boundary  
 A Sub-Area Identification

Note: Uses are as identified in Statement No. 4  
 and in the Table of Use and Bulk Regulations  
 and Data.

APPLICANT: Cornelia-Newport Associates Joint Venture  
 ADDRESS: 1111-1143 W. Cornelia Avenue/1122-1140 W. Newport Avenue  
 DATE: June 25, 1987  
 AMENDED: August 12, 1987

(Continued from page 4308)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 9-H in the area bounded by

West Byron Street; North Paulina Street; a line 49.65 feet south of and parallel to West Byron Street; and the alley next west of and parallel to North Paulina Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 9-O.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 9-O in the area bounded by

the alley next south of and parallel to West Irving Park Road; West Forest Preserve Boulevard; a line perpendicular to West Forest Preserve Boulevard beginning at a point 166.40 feet southwest of the alley next south and parallel to West Irving Park Road (as measured along the north line of West Forest Preserve Boulevard) to a point 193.99 feet west of the intersection of West Forest Preserve Boulevard and the alley next south of and parallel to West Irving Park Road (as measured along the south line of the alley next south of and parallel to West Irving Park Road),

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 10-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications as shown on Map No. 10-G in the area bounded by



a line from a point along the center line of South Loomis Boulevard extended 341.16 feet north of West 47th Street to a point 25.32 feet east of the center line of South Loomis Boulevard extended and 276.25 feet north of West 47th Street; a line 235.08 feet long along an arc with a radius of 383.0 feet from a point 25.32 feet east of the center line of South Loomis Boulevard extended and 276.25 feet north of West 47th Street to a point 96.24 feet north of West 47th Street and 170.58 feet east of the center line of South Loomis Boulevard extended; a line 213.49 feet long along an arc with a radius of 655.00 feet from a point 96.24 feet north of West 47th Street and 170.58 feet east of the center line of South Loomis Boulevard extended to a point 9.30 feet north of West 47th Street and 364.46 feet east of the center line of South Loomis Boulevard extended; a line 364.46 feet east of and parallel to the center line of South Loomis Boulevard extended; West 47th Street; and the center line of South Loomis Boulevard extended,

to those of a C1-3 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

[Plat of Survey omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

---

*Reclassification Of Area Shown On Map No. 11-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 11-G in the area bounded by

a line 63.28 feet long that is 125 feet northwest of and parallel to West Gordon Terrace (as measured along the west line of North Broadway); North Broadway Avenue; West Gordon Terrace; a line 100 feet long beginning at a point 120 feet southwest of and parallel to North Broadway Avenue (as measured along the north line of West Gordon Terrace) to a point 334 feet east of North Sheridan Road and 186.32 feet south of West Buena Avenue; a line 46.32 feet long beginning at a point 334 feet east of and parallel to North Sheridan Road and 186.32 feet south of West Buena Avenue to a point 334 feet east of and parallel to North Sheridan Road and 140 feet south of West Buena Avenue; a line 41.36 feet long starting at a point 334 feet east of North Sheridan Road and 140 feet south of and parallel to West Buena Avenue to a point 375.16 feet east of North Sheridan Road and 140 feet south of and parallel to West Buena Avenue; and a line 63.28 feet long that is 125 feet northwest of and parallel to West Gordon Terrace,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 12-K.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 12-K in the area bounded by

West 50th Street; South Archer Avenue and South Komensky Avenue,

to those of a B4-1 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 12-M*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single Family Residence District symbols and indications as shown on Map No. 12-M in the area bounded by

a line 214.5 feet south of and parallel to West 51st Street; the alley next east of and parallel to South Mulligan Avenue; and a line 304.5 feet south of and parallel to West 51st Street; and South Mulligan Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 13-J.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 13-J in the area bounded by

North Central Park Avenue; the alley next south of and parallel to West Foster Avenue for approximately 166 feet-2 inches towards North Drake Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 14-A.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the Planned Development No. 43 (Sub Area B) District symbols and indications as shown on Map 14-A to reflect the establishment of a Communications Planned Development for the erection of two earth station receiving dishes located on the roof and on the same lot as the existing building located at 5640 South Ellis Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of two earth station receiving dishes above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

[Communications Planned Development drawings and maps attached  
to this ordinance are printed on pages 4318 through  
4324 of this Journal.]

---

*Reclassification Of Area Shown On Map No. 14-A.*

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

SECTION 1. That the Chicago Zoning Ordinance, Chapter 194A of the Municipal Code of Chicago, be, and is hereby amended by supplementing all the Planned Development No. 43 (Sub Area B) district symbols and indications as shown on Map 14-A to reflect the establishment of a Communications Planned Development for the erection of two earth

station receiving dishes located on the roof and on the same lot as the existing building located at 5812 South Ellis Avenue, Chicago, Illinois.

SECTION 2. This Communications Planned Development is specifically for the erection of two earth station receiving dishes above described and in no way affects, alters or prejudices the existing zoning district regulations applicable to any other improved or unimproved portions of the above described area.

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

[Drawings and Communications Planned Development maps attached to this ordinance are printed on pages 4325 through 4326 of this Journal.]

---

*Reclassification Of Area Shown On Map No. 18-D.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 18-D in the area bounded by

a line 125 feet north of East 76th Street; South Drexel Avenue; East 76th Street; and South Maryland Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

---

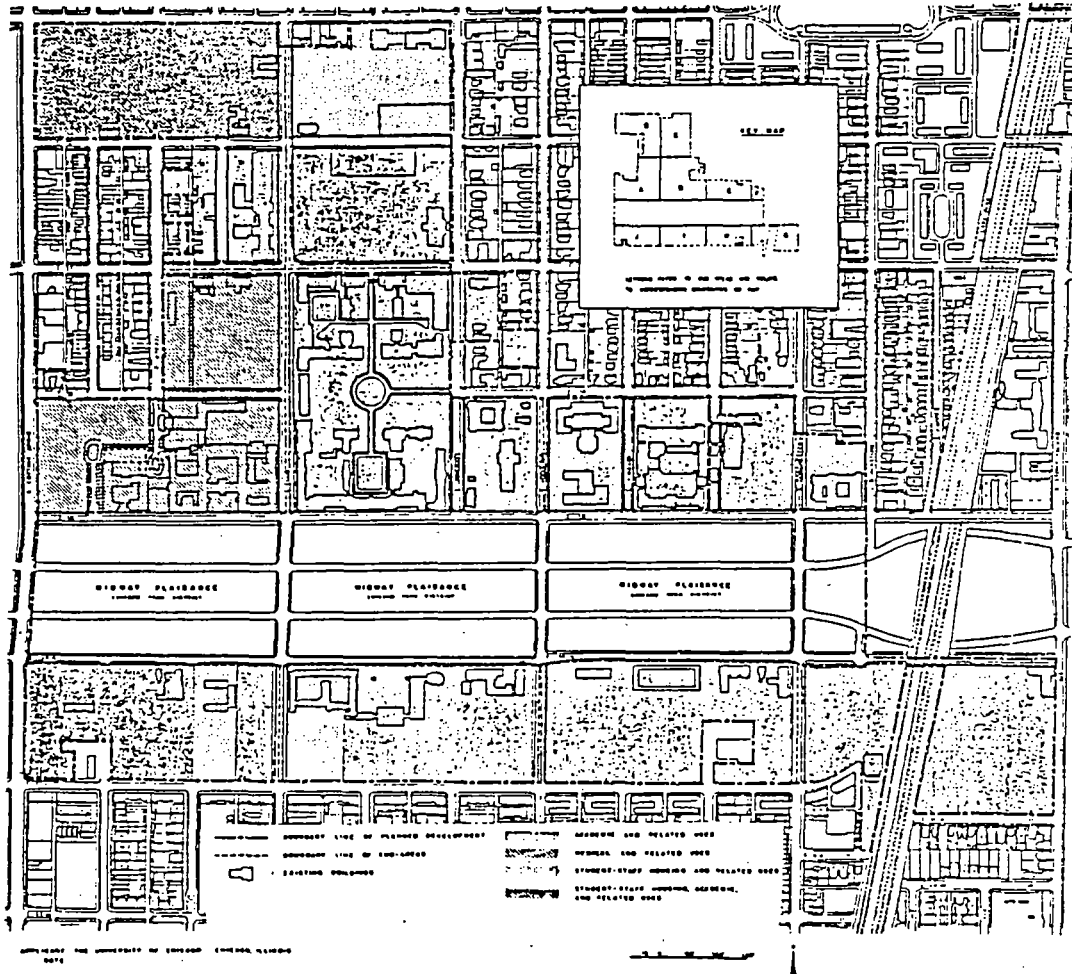
*Reclassification Of Area Shown On Map No. 20-G.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 20-G in the area bounded by

(Continued on page 4327)

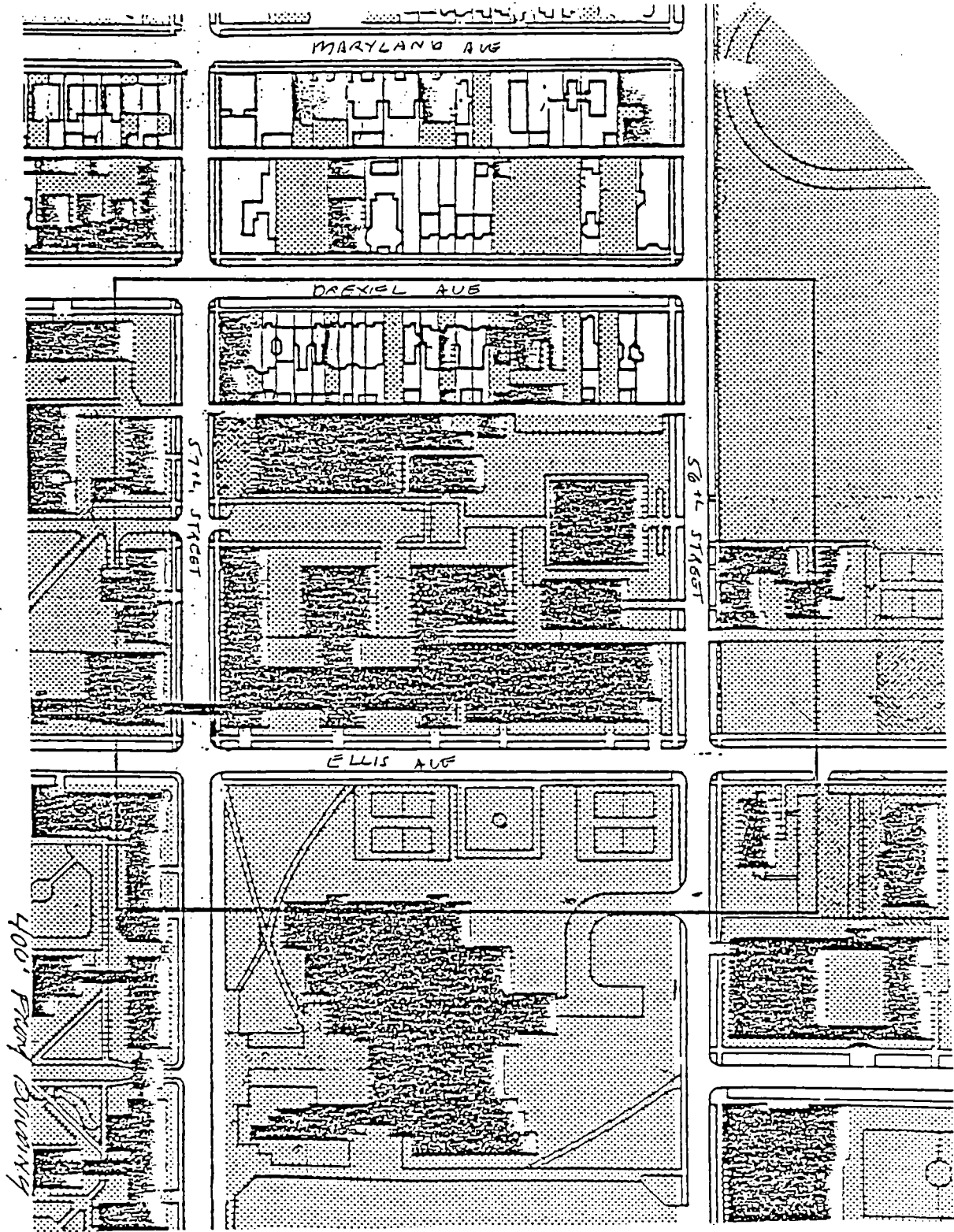
GENERALIZED LAND USE PLAN  
RESIDENTIAL PLANNED DEVELOPMENT  
(INSTITUTIONAL)

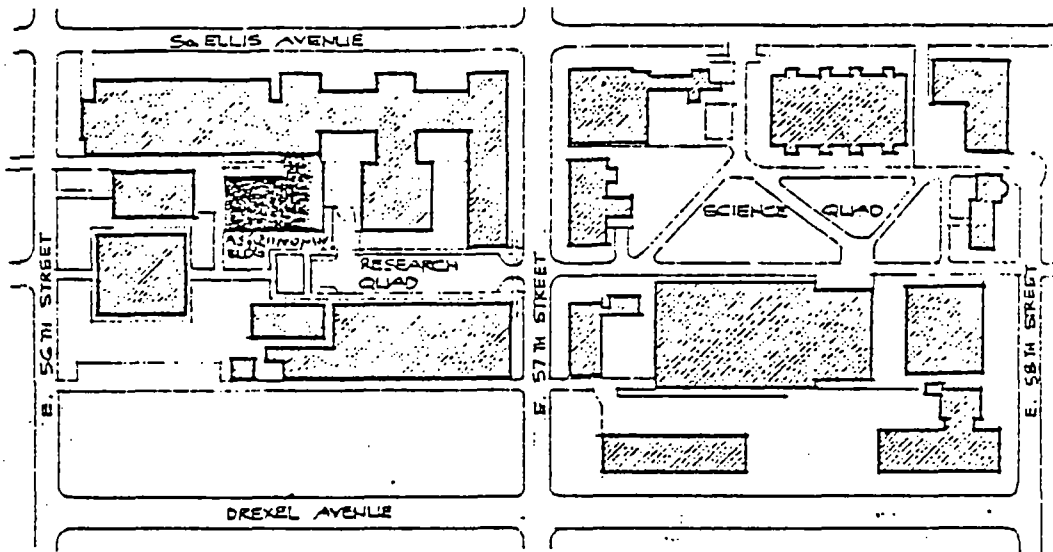


9/23/87

UNFINISHED BUSINESS

4319





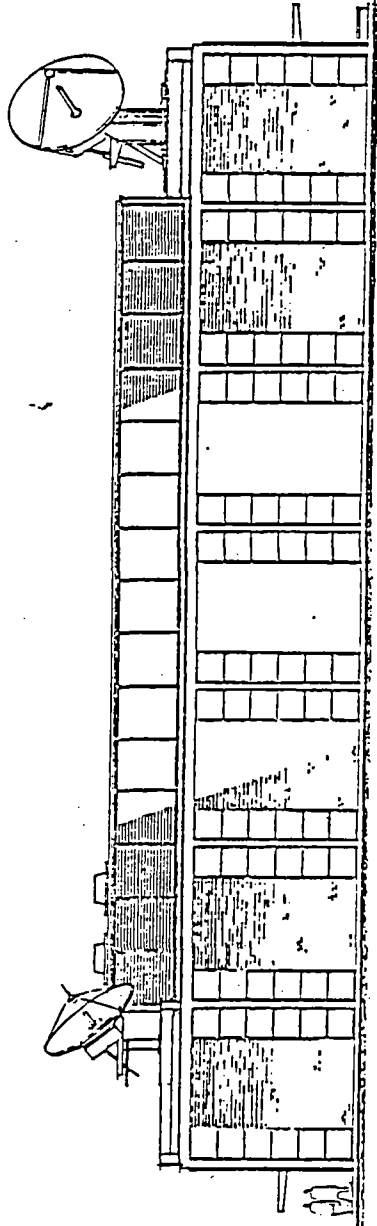
KEY PLAN  
 SCALE 1" = 200'-0"



ENTRANCE WALK and PYLON <sup>JOB NO.</sup> 24020  
 ASTRONOMY and ASTROPHYSICS CENTER

COMPUTATION CENTER BUILDING  
 THE UNIVERSITY OF CHICAGO  
 5640 S. ELLIS AVENUE, CHICAGO, ILLINOIS 60637

THE UNIVERSITY OF CHICAGO  
 OFFICE OF PHYSICAL PLANNING and CONSTRUCTION  
 MITCHELL GOLDMAN  
 ASSOCIATE UNIVERSITY ARCHITECT  
 SEP. 11, 1985

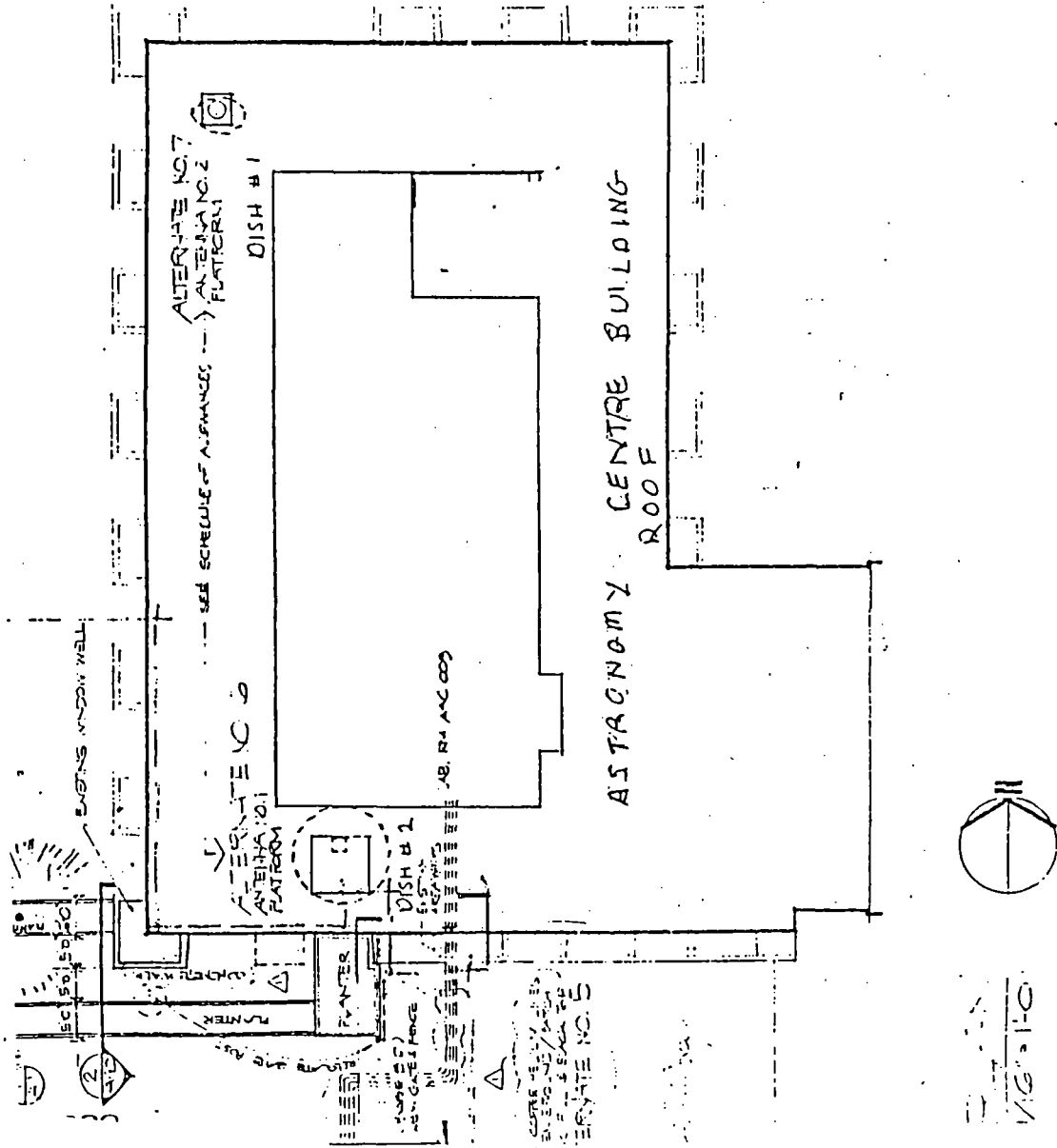


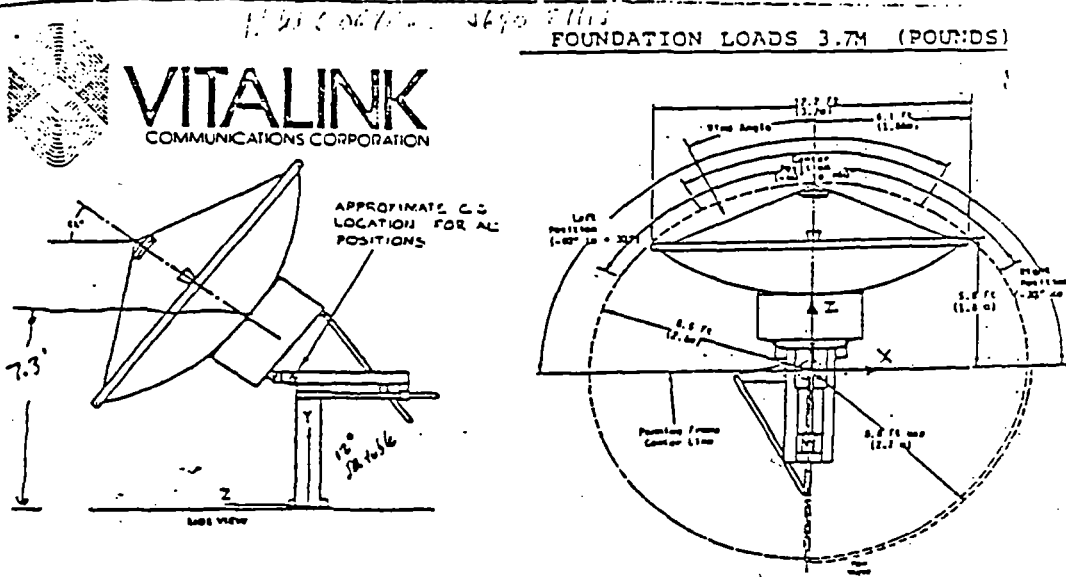
WEST SIDE ELEVATION

GRAPHIC SCALE 0 5 10 20 30 FEET

ASTRONOMY - ASTROPHYSICS DEPT.  
5410 S. ELIS AVE, CHICAGO IL 60637  
THE UNIVERSITY OF CHICAGO  
OFFICE OF PHYSICAL PLANNING & CONSTRUCTION  
8555 S. ELIS AVE., CHICAGO IL 60637  
PROJECT NO. 2-12090  
DATE 8/11/80



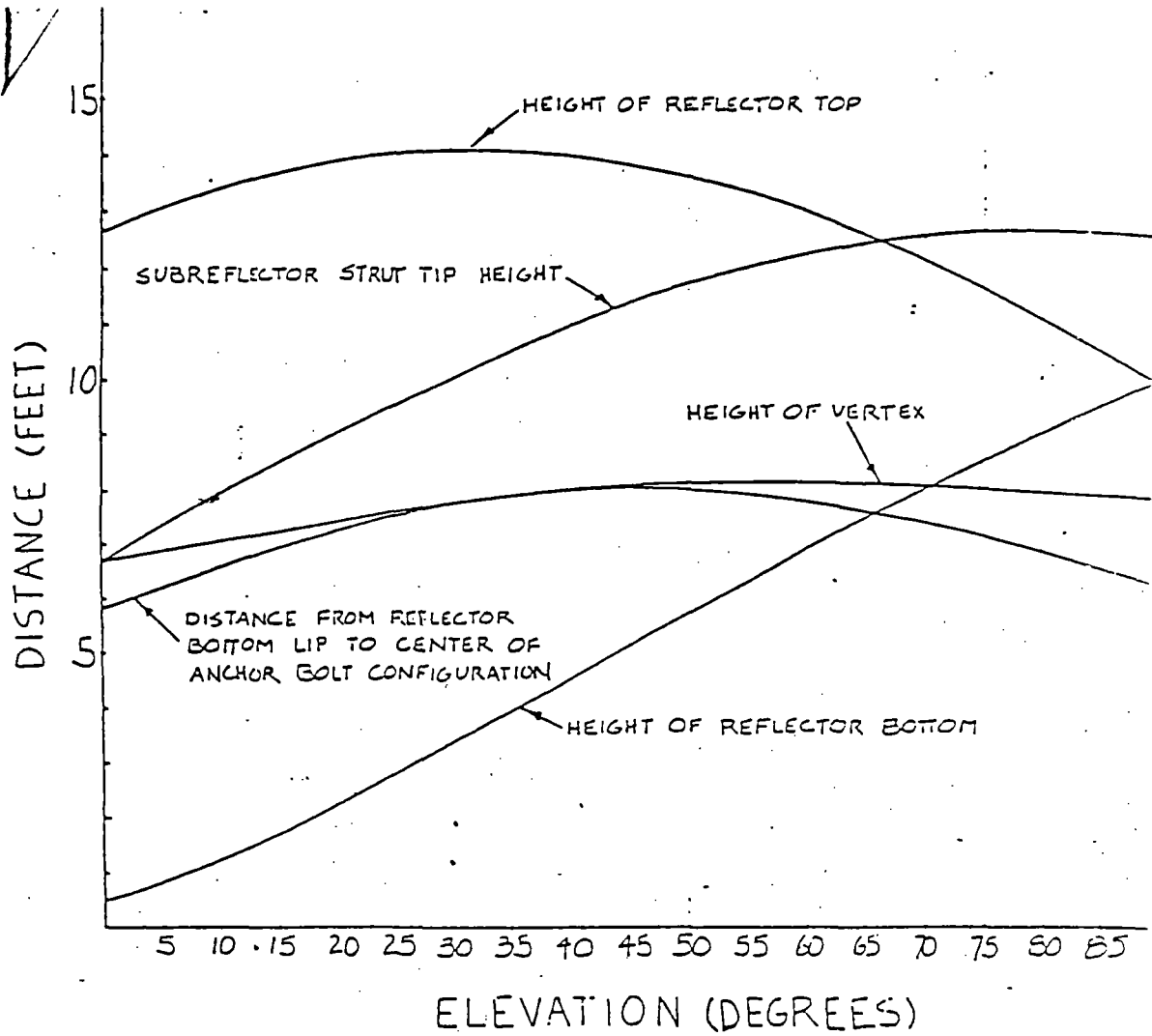




**NOTES:**

1. LOADS BASED ON 125 MPH WIND AT 60°F OR 39.9 LBS PER SQ FT EQUIVALENT PRESSURE.
2. LOADS DO NOT INCLUDE DEAD WEIGHT WHICH IS 1500 LBS LOCATED AS SHOWN.
3. LOADS APPLIED TO ANTENNA MOUNT BASE AS SHOWN.
4. WIND ANGLE IS ALWAYS WITH RESPECT TO ANTENNA BORESIGHT AXIS.
5. LOADS ARE MAXIMUM VALUES THAT OCCUR UNDER VARIOUS AZIMUTHS, ELEVATIONS, AND WIND DIRECTIONS.

ANTENNA POSITION		WIND ANGLE	FOUNDATION LOADS (POUNDS)		
AZIMUTH	ELEVATION		X	Y	Z
0°	0°	135°	-1391	-1355	2500
0°	0°	15°	216	-1355	6844
60°	0°	30°	-5760	-1355	3699
60°	0°	-30°	-6083	-1355	2120
-60°	0°	30°	6083	-1355	3139
-60°	0°	-30°	5760	-1355	2608
0°	30°	30°	0	-5053	5760
0°	30°	135°	1136	-751	-2553
60°	30°	30°	-4988	-5053	2980
60°	30°	-60°	-4446	-4289	3036
-60°	30°	30°	4988	-5053	2980
-60°	30°	-60°	4446	-4289	2032
0°	60°	-60°	0	-6436	2421
60°	60°	60°	-2972	-6436	1716
-60°	60°	60°	2972	-6436	1716



OPERATIONS

AUG 23 1985

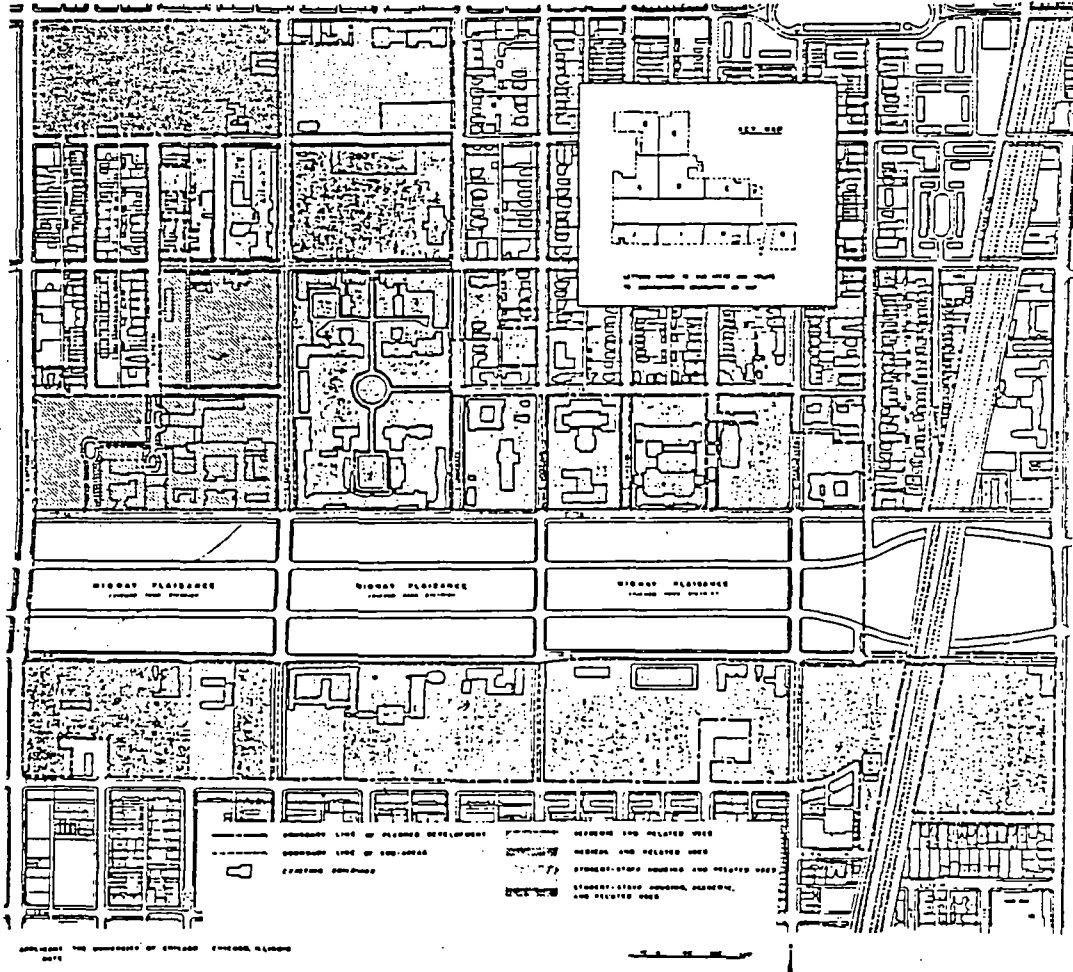
RELEASE

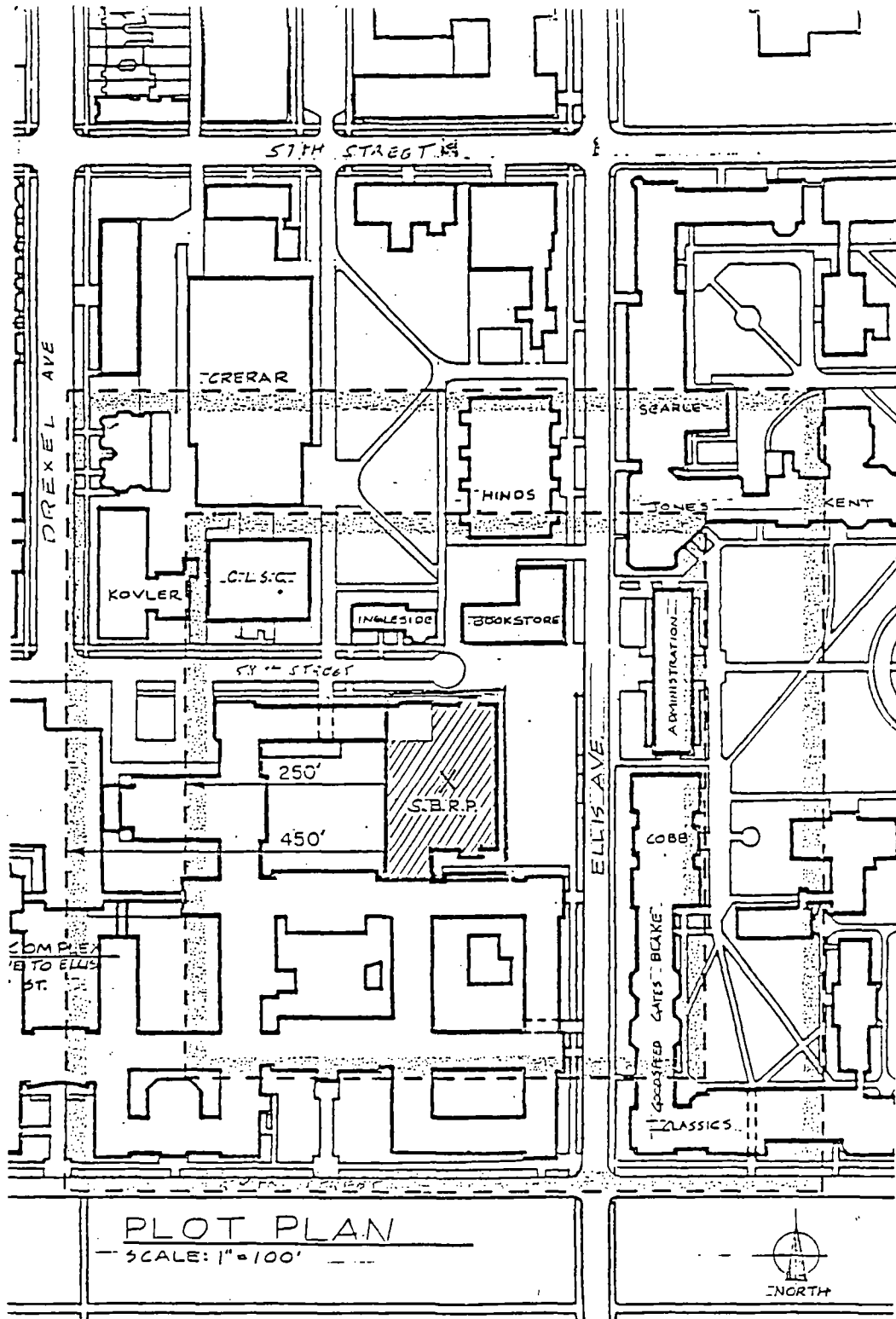


**VITALINK**  
COMMUNICATION CORPORATION

DRAWN BY S. ROBERTSON	DATE 3/22/85	TITLE EARTH-STATION GEOMET	DRAWING NO.
CHECKED BY		3.7 METER ANDREWS ANTENNA	
WFO APPROVAL		SHEET 1 OF 1	REFR007511F
ENG APPROVAL <i>[Signature]</i>	3/22/85	FORM 1000 11-10-82	

GENERALIZED LAND USE PLAN  
RESIDENTIAL PLANNED DEVELOPMENT  
(INSTITUTIONAL)





(Continued from page 4317)

a line 71 feet south of and parallel to West 83rd Street; the alley next east of and parallel to South Ashland Avenue; West 85th Street; and South Ashland Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

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

---

*Reclassification Of Area Shown On Map No. 22-H.*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map No. 22-H in the area bounded by

West 94th Street; South Ashland Avenue; West 95th Street; and the westerly right-of-way line of the Penn Central Railroad (now vacant),

to the designation of a Business Planned Development, which is hereby established in the area above described subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development attached to this ordinance reads as follows:

*Business Planned Development No. \_\_\_*

*Statements.*

1. The area delineated herein as Business Planned Development No. \_\_\_\_\_ is owned or controlled by Jetco Properties, Inc., a Delaware Corporation with offices at 5725 North East River Road, Chicago, Illinois, 60631. Jetco Properties, Inc. is a wholly owned subsidiary of Jewel Companies, Inc. which is a wholly owned subsidiary of American Stores Co.
2. All applicant official reviews, approvals or permits are required to be obtained by the applicant, or its successors, assignees or grantees.

3. Any dedication or vacation of streets and alleys, or easements, or adjustments of right of way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees.
4. The following uses shall be permitted within the area delineated herein as Business Planned Development: grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses (exclusive of any principal activity of permanent outdoor storage and service station uses).
5. Business establishments shall be unrestricted in respect to maximum gross floor areas, subject only to aggregate maximum floor area ratio. The maximum floor area ratio shall be 0.40.
6. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and stipulates the land use and development controls applicable to the site.

Attached hereto and incorporated herein by reference are:

- A. Property line map and right of way adjustments;
  - B. Existing zoning and preferential street system map;
  - C. Generalized Land Use Plan; and
  - D. Planned Development Use and Bulk Regulations and Data Chart.
7. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development, subject to the review of the Department of Public Works and the approval of the Department of Planning. Access to the accessory structures shall be from the same location serving the general parking for the Planned Development.
  8. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Public Works and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas.
  9. Accessory buildings or structures may be constructed in the Business Planned Development either prior to, subsequent to or currently with any one or more principal buildings, subject to the approval of the Department of Planning.

10. Business and business identification signs may be permitted within the area delineated herein as Business Planned Development, subject to the review and approval of the Department of Inspectional Services and the Department of Planning.
11. The height restriction of any building or any appurtenance attached hereto shall be subject to:
  - a. height limitations as certified on Form FAA 117, or successor forms involving the same subject matter, and approved by the Federal Aviation Administration, and
  - b. airport zoning regulations as established by the Department of Planning, Department of Aviation, and Department of Law, as approved by the City Council.
12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations, And Procedures In Relation To Planned Developments," as promulgated by the Commissioner of Planning.

[Bulk Regulations and Maps attached to this Plan of Development are printed on pages 4330 through 4333 of this Journal.]

---

### **MISCELLANEOUS BUSINESS.**

---

#### **PRESENCE OF VISITORS NOTED.**

The Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

Six students--Ms. Lillian M. Rodriguez, Clemente High School; Ms. Candace Jackson, Lindbloom High School; Mr. Frank S. Williams, Oak Park and River Forest High School; Mr. Bartholomew Reed, Wells Community Academy; Ms. Allison Todd, Whitney Young High School and Mr. Steele Fors, Hinsdale South High School accompanied by the Reverend Stanley L. Davis, Jr., Executive Director of the National Conference of Christians And Jews (N.C.C.J.) Chicago office. Representatives of the National Conference of Christians and Jews Youth Conference on the United States Constitution, the group was introduced by Alderman Sawyer and invited to the Mayor's rostrum by Mayor Harold Washington. After brief remarks by Reverend Davis and Ms. Todd noting that the students represented the State of Illinois at the N.C.C.J. Youth Conference on the U.S. Constitution, Ms. Todd presented Mayor Washington with a copy of the group's Statement of Issues from the conference, a special medallion and a silver quill.

(Continued on page 4334)



BUSINESS PLANNED DEVELOPMENT  
USE AND BULK REGULATIONS AND DATA

<u>NET SITE AREA</u>		<u>GENERAL DESCRIPTION OF LAND USE</u>	<u>FAR</u>	<u>% OF LAND COVERAGE</u>
<u>Sq. Ft.</u>	<u>Acres</u>			
216,270	4.96	Grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses*	0.40	40
*exclusive of any principal activity of permanent outdoor storage and service station uses.				

GROSS SITE AREA

Net site area of 4.96 acres plus Public Right-of-Way of 1.47 acres = 6.43 acres.

NUMBER OF OFF-STREET LOADING SPACES

3 @ 10 feet X 50 feet

MINIMUM NUMBER OF PARKING SPACES

210

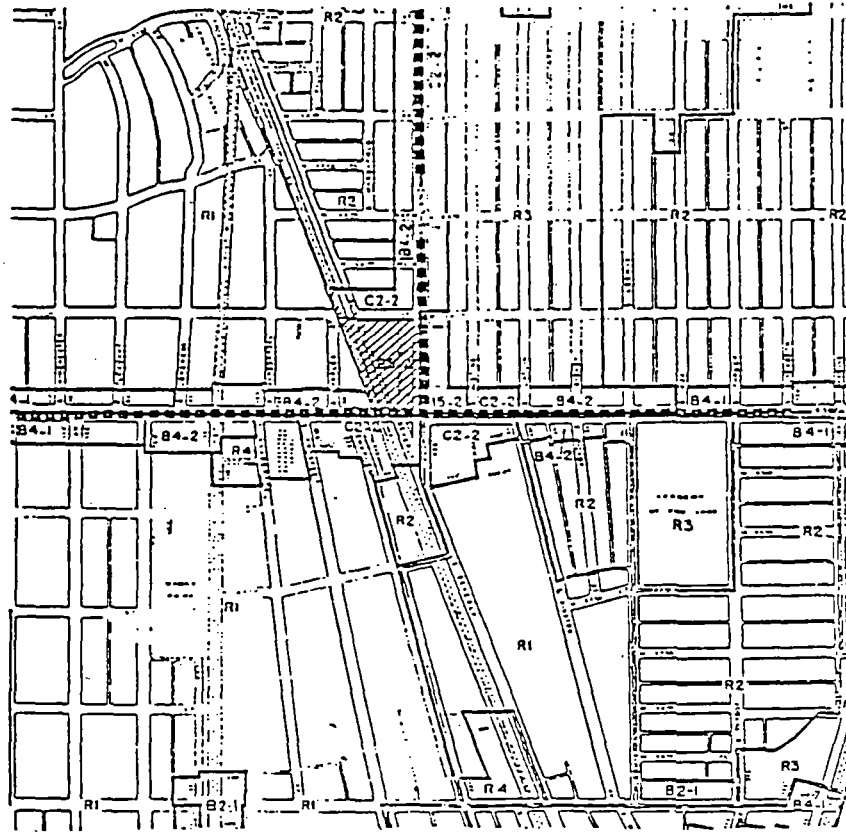
PERIPHERY SETBACKS AT PROPERTY LINES

North, South, and East Property Lines.....0 feet

West Property Line.....20 feet

APPLICANT: Jetco Properties, Inc.  
 ADDRESS: 1630-1645 W. 94th Street/9400-9456 S. Ashland Avenue/  
 1602-1630 W. 95th Street, Chicago, Illinois, 60620  
 DATE: May 29, 1987

BUSINESS PLANNED DEVELOPMENT  
EXISTING ZONING AND PREFERENTIAL STREET SYSTEM.

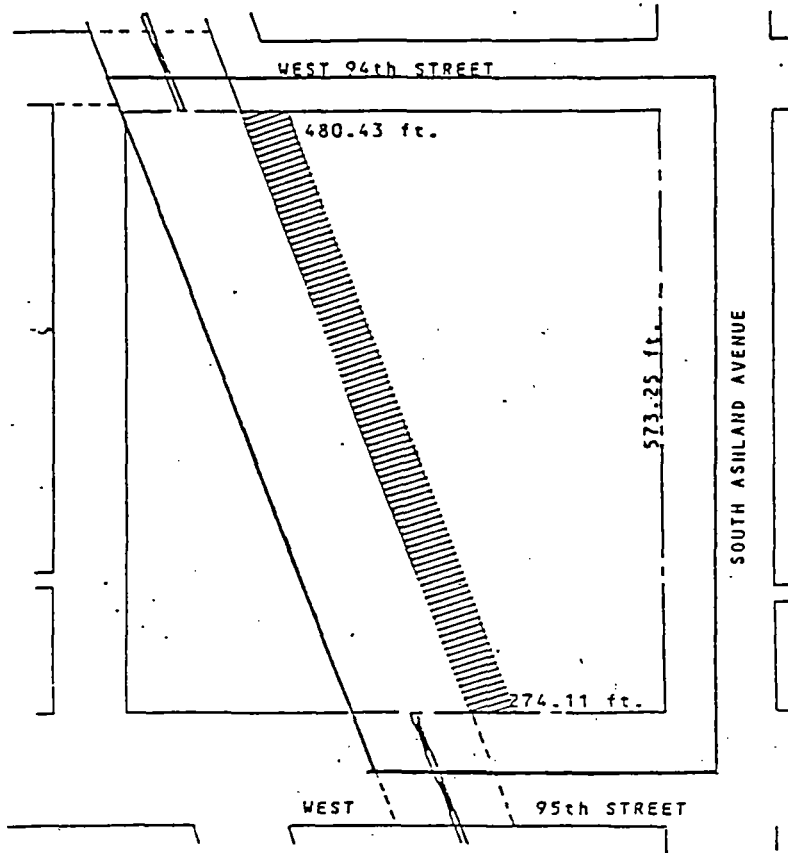


LEGEND




- PREFERENTIAL STREET
- ▨ SUBJECT PROPERTY

APPLICANT: Jetco Properties, Inc.  
ADDRESS: 1630-1645 W. 94th Street/9400-9456 S. Ashland Avenue/  
1602-1630 W. 95th Street, Chicago, Illinois, 60620  
DATE: May 29, 1987

BUSINESS PLANNED DEVELOPMENT  
PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT



LEGEND

-  Property Line
-  Planned Development Boundary
-  Street to be Vacated

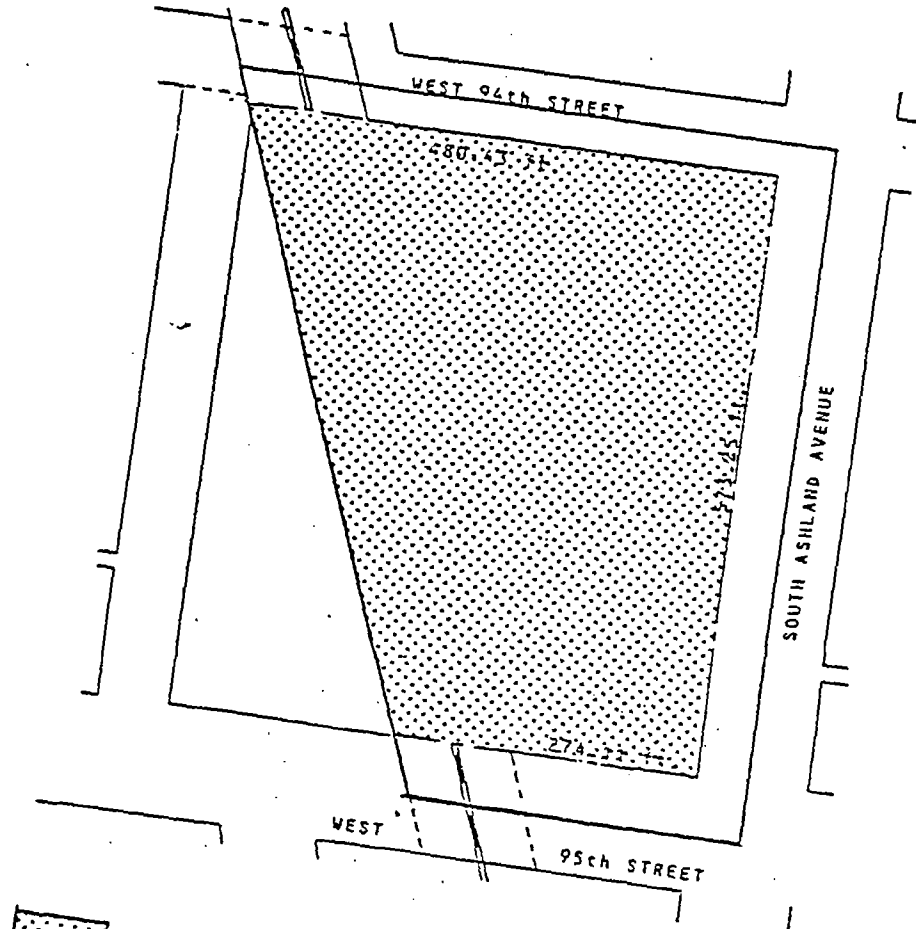
APPLICANT: Jetco Properties, Inc.  
ADDRESS: 1630-1645 W. 94th Street/9400-9456 S. Ashland Avenue/  
1602-1630 W. 95th Street, Chicago, Illinois, 60620  
DATE: May 29, 1987

9/23/87

# UNFINISHED BUSINESS

4333

## BUSINESS PLANNED DEVELOPMENT GENERALIZED LAND USE PLAN



Grocery stores, retail drug stores, general merchandise uses, restaurants, retail and service type business uses, parking and related uses.

APPLICANT: Jetco Properties, Inc.  
ADDRESS: 1630-1645 W. 94th Street/9400-9456 S. Ashland Avenue/  
1602-1630 W. 95th Street, Chicago, Illinois, 60620  
DATE: May 29, 1987

(Continued from page 4329)

Fifteen students from Spain accompanied by Ms. Maria Fernandez, teacher and their chaperon, Ms. Maria Del Campo, participating in a cultural exchange program with the LaSalle Language Academy. Introduced by Alderman Eisendrath, the group was invited to the Mayor's rostrum by Mayor Harold Washington. The Mayor then recognized Alderman Garcia who addressed the students in the Castilian tongue, welcoming them to Chicago and extending the City's hospitality.

Twenty-nine students from the Evangelical Christian School who were introduced by Alderman J. Evans.

---

Alderman Rush noted that September 24th, marked the natal day of Alderman William C. Henry, who was warmly applauded.

---

Alderman Jones offered the information that on September 20th, the Chicago City Council baseball team suffered defeat at the hands of a team fielded by the Illinois General Assembly.

---

Noting that September 23rd, was the eve of the Jewish New Year, Alderman Stone offered to all his colleagues the traditional wish--"May your name be inscribed in the Book of Life".

---

### **Time Fixed For Next Succeeding Regular Meeting.**

By unanimous consent, Alderman T. Evans presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the twenty- third (23rd) day of September, 1987, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the thirtieth (30th) day of September, 1987, at 10:00 A.M., in the Council Chamber in City Hall.

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

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

*Yeas* -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Sawyer, Beavers, Caldwell, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 50.

*Nays* -- None.

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

---

### Adjournment.

Thereupon, Alderman T. Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, September 30, 1987, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,  
*City Clerk.*

4336

JOURNAL--CITY COUNCIL--CHICAGO.

9/23/87