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

Regular Meeting—Tuesday, November 23, 1982

at 10:00 A.M.

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

OFFICIAL RECORD.

JANE M. BYRNE
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

Present--Honorable Jane M. Byrne, Mayor, and Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone.

Absent--Evans, Vrdolyak.

Call to Order.

On Tuesday, November 23, 1982 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Quorum present.

Invocation.

Alderswoman Eloise Barden, 16th Ward, opened the meeting with prayer.

**Appreciation Expressed to John O. Root for Service
to YMCA and City of Chicago.**

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, John O. Root has been president of the Young Men's Christian Association of Metropolitan Chicago since 1963; and

WHEREAS, During Mr. Root's 20 years as president he has broadened considerably the scope of the YMCA, while at the same time expanding and strengthening its traditional programs in health, fitness, youth work, recreation and camping; and

WHEREAS, Under John O. Root's leadership the YMCA has experienced tremendous growth in the suburbs of Chicago and in number of members, facilities and programs; and

WHEREAS, Mr. Root has led the YMCA toward combating prevalent urban problems and has originated many successful new programs to help meet some of the pressing social needs of the inner city; and

WHEREAS, Under John O. Root's guidance, the YMCA of Metropolitan Chicago now serves all age groups, from infants to the elderly, a major expansion of its traditional role as primarily a youth-serving agency; and

WHEREAS, Through Mr. Root's efforts, the YMCA began, in 1973, a capital development program to build six new YMCA facilities in the inner city, replacing centers built near the turn of the century; and

WHEREAS, The YMCA's new Human and Development Centers will offer a variety of human services in a single location--day care, job training, college and high school classes, a full physical program, and additional services provided by other agencies independent of the YMCA on a collaborative basis; and

WHEREAS, John O. Root is a founder of CACE, the Chicago Alliance for Collaborative Effort, an alliance of 17 chief executives of city-wide public and private agencies; and

WHEREAS, Mr. Root has served many other organizations in leadership roles, including the YMCA National Board, the National Council and the International Division Committee of the YMCA, the Urban Group YMCA's Executive Committee, the Executive Committee of the George Williams College Board of Trustees, chairman of the Manpower Employment and Training Council for the City of Chicago, chairman of the board of Act Together, a national agency concerned with improving services to high-risk youth and the Economic Club of Chicago; and

WHEREAS, John O. Root will retire as president of the YMCA of Metropolitan Chicago, ending an association which began in October, 1938 and, except for 1941 to 1946 when he served as an officer in the United States Army Air Force, has been continuous for more than three decades; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago assembled this 23rd day of November, 1982, do hereby express our sincere appreciation to Mr. Root for his years of service to the YMCA and the residents of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to John O. Root.

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

On motion Alderman Barnett (seconded by Alderman Natarus) the foregoing proposed resolution was *Adopted*, unanimously.

Tribute to Late Edward Giles Irvin.

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, The family, friends, fraternal brothers and citizens of the City of Chicago were saddened at the death of Edward Giles Irvin on November 4, 1982; and

WHEREAS, Edward Irvin was the latest surviving founder of Kappa Alpha Psi Fraternity, founded in 1911 at Indiana University and having more than 78,000 members; and

WHEREAS, Mr. Irvin came to Chicago in 1916 and achieved an outstanding record for community service; and

WHEREAS, Irvin's Chicago career included work at the Hyde Park United States Post Office. He was a writer for the Chicago Daily Bulletin and president of the Afro American Manufacturing Company in Chicago; and

WHEREAS, Mr. Irvin, a trustee of St. James A.M.E. Church in Chicago, served as president of the Chicago Conference of the A.M.E. Laymen's Organization and was an executive board member of the Chicago Conference of the Lay Organization. He also held memberships in the Urban League, the National Association for the Advancement of Colored People, and Operation PUSH; and

WHEREAS, Irvin received numerous awards for community service including the distinguished service award from the State of Illinois for his work on the United States draft board, the Kappa Alpha Psi Laurell Wreath Award, the fraternities highest outstanding achievement and service award and the distinguished service awards from presidents Harry Truman and Dwight Eisenhower for his work on the Selective Services Board during World War II; now, therefore,

Be It Resolved, That the Mayor and the City Council of Chicago assembled this 23rd day of November, 1982, do hereby express our sadness to his wife, Mayella, a daughter, Mrs. Dorothy Maryweather and his sister, Alma Young; and

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

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

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

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF INDUSTRIAL REVENUE BOND FOR BATCHELDER-BEILIN, INC. PROJECT.

Honorable Jane M. Byrne, 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

November 23, 1982.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,800,000 for the construction of a project by Batchelder-Beilin, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

Referred--PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF INDUSTRIAL REVENUE BOND FOR MIDWAY AIRLINES, INC. PROJECT.

Honorable Jane M. Byrne, 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

November 23, 1982.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$1,000,000 for the construction of a project by Midway Airlines, Inc.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ISSUANCE OF
REVENUE BONDS FOR COMISKEY PARK ASSOCIATES PROJECT.

Honorable Jane M. Byrne, 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

November 23, 1982.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance authorizing the issuance of revenue bonds in the amount of \$5,000,000 for the financing of a project by Comiskey Park Associates.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO APPROVE USE AND OPTION
TO PURCHASE OF THE SOUTHWEST SUPPLEMENTARY FUEL
PROCESSING FACILITY BY AMERICAN TECHNOLOGY
CORP.

Honorable Jane M. Byrne, 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

November 23, 1982.

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

LADIES AND GENTLEMEN--At the request of the Department of Public Works, I transmit herewith an ordinance approving the granting of a right to use and option to purchase the Southwest Supplementary Fuel Processing Facility to the American Technology Corporation for the use as a municipal solid waste processing facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE ACQUISITION OF
CERTAIN PROPERTIES AND RECONVEYANCE TO CHA FOR LOW-
INCOME HOUSING.

Honorable Jane M. Byrne, 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

November 23, 1982.

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 acquisition of certain properties by the City of Chicago and their conveyance to the Chicago Housing Authority for low-income housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF APPLICATION
FOR URBAN DEVELOPMENT ACTION GRANT PROGRAM FOR
AMGen, INC. PROJECT.

Honorable Jane M. Byrne, 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

November 23, 1982.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of an application for an Urban Development Action Grant concerning the AMGen, Inc. Project, and authorizing the Mayor to enter into and execute the application and any resulting grant agreement, on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF APPLICATION
FOR URBAN DEVELOPMENT ACTION GRANT PROGRAM FOR
TRADER'S BUILDING PROJECT.

Honorable Jane M. Byrne, 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

November 23, 1982.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of an application for an Urban Development Action Grant concerning the Trader's Building Project, and authorizing the Mayor of the City of Chicago to enter into and execute the grant application and any resulting grant agreement, on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE FILING OF APPLICATION
FOR URBAN DEVELOPMENT ACTION GRANT PROGRAM FOR
LEAF CONFECTIONERY PROJECT.

Honorable Jane M. Byrne, 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

November 23, 1982.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of an application for an Urban Development Action Grant concerning the Leaf Confectionery Project, and authorizing the Mayor of the City of Chicago to enter into and execute the application and any resulting grant agreement, on behalf of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

*Referred--*PROPOSED ORDINANCE TO GRANT CONDITIONAL APPROVAL
OF INDUSTRIAL REVENUE BOND FOR UNION
SPECIAL CORP. PROJECT.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development*:

November 23, 1982

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

November 23, 1982.

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

LADIES AND GENTLEMEN--At the request of the Acting Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the conditional approval of an industrial revenue bond in the amount of \$2,500,000 for the construction of a project by Union Special Corporation.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) JANE M. BYRNE,
Mayor.

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

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

The acceptance of Dominicans, Province of Saint Albert the Great, U.S.A., under an ordinance passed on May 23, 1979 and amended on October 27, 1982 (communications cables); filed on November 19, 1982.

CITY COUNCIL INFORMED AS TO PUBLICATION
OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on November 18, 1982, 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 November 23, 1982 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 18, 1982 [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on November 23, 1982.

MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING
COUNCIL ACTION (TRANSMITTED TO THE CITY COUNCIL
BY THE CITY CLERK).

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

Zoning Reclassification of Particular Area.

An application (in triplicate) together with the proposed ordinance for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying a particular area which was *Referred to the Committee on Buildings and Zoning*, as follows:

Bobby Ferguson: to classify as a C1-2 Restricted Commercial District instead of a B2-2 Restricted Retail District the area shown on Map No. 16-F bounded by

a line 132 feet north of W. 71st Street; a line 176 feet west of S. Princeton Avenue; W. 71st Street; and a line 282 feet west of S. Princeton Avenue.

Claims against City of Chicago.

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

Allstate Ins. Co. (2) Jesse Collier and George Montello;

Balde Alfredo, Butler Ben;

Campbell Miriam G.;

Davis John;

Gordan Eddie, Groomes Emrett W.;

Hagg Patricia, Hayes Larry D.;

Johns Arthur Jr.;

May Richard F.;

Poulides C. Dean;

S & Y Motors, Inc., Seybert Clara L., State Farm Ins. Co. (3) Albert Kurczak, Julius Schnolis and Larry and Audrey Wright, Sterczynski Raymond J.;

The Travelers Ins. Co. and Jacqueline Kelly;

Urso Thomas P.;

Walsh John D.

Settlements of Suits with Entries of Judgments against City.

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on November 19, 1982) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended September, 1982.--*Referred to the Committee on Finance.*

REPORTS OF COMMITTEES.

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

COMMITTEE ON FINANCE.

Chapter 200.3 Section 200.3-2 of the Municipal Code Amended
Authorizing a Reduction in the Rate of the Chicago
Employers' Expense Tax.

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 Chicago Employers' Expense Tax Ordinance, Chapter 200.3 of the Municipal Code of Chicago, in Section 200.3-2 is hereby amended by deleting the language bracketed and inserting the language in *italics* as follows:

200.3-2. Employers' Expense Tax. A. A tax is hereby imposed upon every employer who, in connection with his business, engages, hires, employs or contracts with fifteen (15) or more individuals as commission merchants and full-time employees or any combination thereof, to perform work or render services in whole or in part within the City of Chicago on and after January 1, 1974. The amount of such tax shall be [~~Three Dollars (\$3.00)~~] *Two Dollars (\$2.00)* per month for each commission merchant and full-time employee, to whom commission or employment compensation is paid or to whom such commission or compensation has accrued, or is shown as a business expense taken under the United States, or State of Illinois income taxes as a cost of doing business or under accounting practices acceptable for said tax purposes to the United States or Illinois state governments. The incidence of this tax shall be upon the employer alone as an employers' expense and shall not be transferred directly or indirectly to the commission merchant or full-time employee under any circumstances.

SECTION 2. This ordinance shall be in full force and effect as of January 1, 1983.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

Chapter 7, Section 7-85 of the Municipal Code of Chicago,
Amended Relating to the City of Chicago Home Mortgage
Revenue Bond Program.

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

WHEREAS, Section 7-85(i) of Chapter 7 of the Municipal Code of Chicago, which deals with the procedures for the City's home mortgage revenue bond programs, contains a definition of the term "mortgagor" which should be amended to reflect changed economic circumstances; now, therefore,

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

SECTION 1. That subsection (i) of Section 7-85 of The Municipal Code of Chicago is amended by deleting certain language in said subsection as indicated below in brackets and by substituting therefor the language, as indicated by underlined text or *italics* below, as follows:

(i) "mortgagor" means a person or persons whose adjusted gross aggregate income, together with the adjusted gross aggregate income of all persons who intend to reside with such person or persons in one dwelling unit, shall not have exceeded [\$40,000] \$50,000 for the immediately preceding taxable year and who has received a home mortgage on a home.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

**Authority Granted for Issuance of Single Family Mortgage Revenue
Bonds, 1982 Series A in the Amount of up to \$75,000,000.00.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed substitute ordinance transmitted therewith, authorizing the issuance of Single Family Mortgage Revenue Bonds, 1982 Series A in the amount of up to \$75,000,000.00.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "City") has pursuant to its home rule powers granted under the 1970 Constitution of the State of Illinois duly adopted Sections 7-85 to 7-98, inclusive, of the Municipal Code of Chicago, as amended (the "Act") (1) to provide for and promote the public health, safety and welfare; (2) to relieve conditions of unemployment and encourage the increase of industry and commercial activities and economic development of the municipality, so as to reduce the evils attendant upon unemployment; (3) to provide for efficient and well-planned urban growth and development including the elimination and prevention of slum areas and urban blight, and the proper coordination of industrial facilities with public services, mass transportation facilities, and residential development; (4) to assist low and moderate income persons in acquiring and owning decent, safe and sanitary housing which they can afford; (5) to promote the integration of families of varying economic means; and (6) to preserve and increase the municipality's ad valorem tax base; and

WHEREAS, The City has determined that, under existing economic conditions affecting the cost and availability of funds for the financing of home ownership in the City and the relative cost of such ownership, it is desirable to supplement the funds presently available to the private sector for the purpose of financing home mortgages (as defined in the Act); and

WHEREAS, The City has consulted with members of the residential mortgage lending industry and others, and has determined that it is desirable to provide such supplemental funds for the purpose of financing home mortgages through (i) the establishment of a multi-lender home mortgage purchase program (the "Program"), (ii) the sale and issuance of its revenue bonds and (iii) the application of the proceeds of such sale to the purchase of home mortgages to be originated and serviced in accordance with the Program by various lending institutions (as defined in the Act); and

WHEREAS, The City has determined that certain lending institutions which maintain an office and originate home mortgages in the City have demonstrated ability to originate home mortgages in accordance with recognized governmental and insurance industry standards ("Qualified Lenders" as hereinafter defined) and has afforded such Qualified Lenders the opportunity to originate and sell home mortgages under the Program; and

WHEREAS, The City has determined that one of such Qualified Lenders should service all of such home mortgages; and

WHEREAS, The City has consulted with members of the real estate building and development industry and others, and has determined that it is desirable to reserve a portion of the proceeds of its revenue bonds for mortgages to be originated with respect to certain residential developments; and

WHEREAS, The City has received offers from various Qualified Lenders and certain real estate developers (the "Developers") to participate in the Program and wishes to enter into agreements with those Qualified Lenders and those Developers listed in Exhibit 1 attached hereto, thereby obligating each of such Qualified Lenders to originate home mortgages under the Program and reserving certain amounts for each of the Developers; and

WHEREAS, Pursuant to and in accordance with the provisions of the Act, the City is now prepared to proceed with establishing the Program and financing the origination of such home mortgages and to issue and sell not to exceed \$75,000,000 in principal amount of its Single Family Mortgage Revenue Bonds, 1982 Series A (the "Bonds"), such Bonds to be secured by the Indenture (hereinafter defined) and, except to the extent payable from Bond proceeds, certain insurance proceeds or moneys from the investment thereof, to be payable solely from the revenues and receipts and other amounts received by the City pursuant to the Mortgage Origination Agreements (hereinafter defined) and the Indenture; and

WHEREAS, The City has determined to employ a financial institution to service the home mortgages under the Program pursuant to the Servicing Agreement (hereinafter defined); and

WHEREAS, Blyth Eastman Paine Webber Incorporated, as representatives of a group of underwriters have submitted to the City a form of Bond Purchase Agreement (hereinafter defined) setting forth their proposal to purchase the Bonds; and

WHEREAS, Copies of a Mortgage Origination Agreement, the Indenture, Servicing Agreement, Developer Participation Agreement and Bond Purchase Agreement have been presented to and are before this meeting; now, therefore,

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

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

"Applicants" shall mean the Qualified Lenders listed on Exhibit 1 attached hereto.

"Bonds" shall mean the Single Family Mortgage Revenue Bonds, 1982 Series A of the City in an aggregate principal amount of not to exceed \$75,000,000 authorized to be issued pursuant to this ordinance and Article II of the Indenture.

"Bond Purchase Agreement" shall mean the Purchase Contract to be entered into between the City and the underwriters, as approved by this ordinance, relating to the purchase of the Bonds.

"City" shall mean the City of Chicago, Illinois.

"Developers" shall mean the real estate developers who are parties to the Developer Participation Agreements and listed on Exhibit 1 hereto.

"Developer Participation Agreements" shall mean the Developer Participation Agreements dated as of November 1, 1982 between the City and the Developers, as approved by this Ordinance, and as the same may be amended from time to time.

"Indenture" shall mean the Indenture of Trust dated as of November 1, 1982 among the City and the Trustee, as approved by this ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Mortgage Loans" shall mean the Mortgage Loans to be originated pursuant to, and as defined in, each Mortgage Origination Agreement.

"Mortgage Origination Agreements" shall mean the Mortgage Origination Agreements dated as of November 1, 1982 including, without limitation, the Offers to Originate, among the City and the respective Participants, as approved by this ordinance, and as the same may be amended from time to time.

"Official Statement" shall mean the Official Statement as further described and defined in the Bond Purchase Agreement.

"Participants" shall mean the Applicants who enter into Mortgage Origination Agreements and any surviving, resulting, assignee or transferee corporations as permitted by the Mortgage Origination Agreements.

"Qualified Lender" shall mean any lending institution (as defined in the Act) which (i) maintains an office in the City; (ii) originates and services home mortgages (as defined in the Act); (iii) is (a) a member of, or subject to regulation by, the Federal Savings and Loan Insurance Corporation, the Federal Deposit Insurance Corporation or the National Credit Union Administration or any successor of the foregoing, or (b) qualified to sell mortgages to and service mortgages for the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; and (iv) satisfies the requirements of any insurer who issues the insurance policies required to be issued with respect to the Mortgage Loans as required under the Mortgage Origination Agreements.

"Servicer" shall mean Talman Home Mortgage Corporation or any other entity approved by the Comptroller and any successor acting as such under the Servicing Agreement.

"Servicing Agreement" shall mean the Master Servicing Agreement dated as of November 1, 1982 among the City and the Servicer as approved by this ordinance, as the same may be supplemented from time to time in accordance with its terms.

"Trustee" shall mean Continental Illinois National Bank and Trust Company of Chicago and any successor acting as such under the Indenture.

SECTION 2. Pursuant to the Act, the City does hereby authorize the origination and acquisition of the Mortgage Loans in accordance with the terms of the Mortgage Origination Agreements and does hereby find and declare that this ordinance is being enacted pursuant to the powers granted by the Act and that the issuance of the Bonds is for the public purposes as set forth in the Act.

SECTION 3. To provide for the financing of the cost of the acquisition of the Mortgage Loans, the City does hereby authorize the issuance of revenue bonds of the City under the Act to be designated "City of Chicago, Illinois, Single Family Mortgage Revenue Bonds, 1982 Series A" in the aggregate principal amount of up to \$75,000,000. The Bonds shall be issued in the forms and denominations set forth in the Indenture; shall be dated, except as otherwise provided in the Indenture, not earlier than November 1, 1982 and not later than December 31, 1982, shall be numbered as provided in the Indenture, shall mature as provided in the Indenture, but not later than December 31, 2015; shall bear interest payable semi-annually (or at such other time or times as provided in the Indenture) at rate or rates of not to exceed twelve and one half per cent (12-1/2%) per annum; shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture; and shall be sold to the underwriters at a price of not less than 97% of the aggregate principal amount thereof (less any original issue discount which may be used in the marketing of the Bonds) plus accrued interest thereon, if any, from the date of the Bonds to the date of Closing (as defined in the Bond Purchase Agreement). The Mayor or the Comptroller is hereby authorized to enter into an agreement with the underwriters in order to establish, subject to the foregoing limitations, the aggregate principal amount of the Bonds, the maturity dates and amounts and the exact interest rates, redemption terms and sale price of the Bonds.

SECTION 4. The Bonds shall be limited obligations of the City and, except to the extent payable from Bond proceeds, certain insurance proceeds or moneys from the investment thereof, shall be payable solely from the revenues and receipts and other amounts received by or on behalf of the City pursuant to the Mortgage Origination Agreements and the Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City, the State of Illinois or any political subdivision thereof, and their issuance shall not, directly or indirectly or contingently, obligate the City or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment, nor shall the Bonds be construed to create any moral obligation on the part of the City or any political subdivision thereof with respect to their payment. Nothing in the Bonds or in the Indenture or the proceedings of the City authorizing the issuance of the Bonds or in the Act shall be construed to authorize the City to create a debt of the City or any political subdivision thereof within the meaning of any constitutional or statutory provision of the State of Illinois. The nature of the obligation represented by the Bonds is as more fully set forth in the Indenture.

SECTION 5. The Bonds shall be executed on behalf of the City in the manner provided in the Indenture. If any of the officers who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been actually authenticated by the Trustee or delivered by the City, the Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the person or persons who signed or sealed the Bonds had not ceased to be such officer or officers of the City; and also the Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of the Bonds, shall be the proper officers of the City, although at the nominal date of the Bonds any such person shall not have been such officer of the City.

SECTION 6. The Applicants and the Developers are hereby approved and the delivery to the Applicants of Offers to Originate is hereby approved and ratified. The Indenture, the Developer Participation Agreements and the Servicing Agreement in substantially the forms presented to this meeting and filed in the official records of the City Clerk, respectively, are hereby approved and the Mayor or the Comptroller of the City is hereby authorized on behalf of the City to execute and deliver the Indenture, the Developer Participation Agreements and the Servicing Agreement, attested by the City Clerk or Deputy City Clerk, with such changes therein as shall be approved by such persons executing such document, their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy City Clerk is hereby authorized to affix to the Indenture, the Developer Participation Agreements and the Servicing Agreement, the corporate seal of the City.

SECTION 7. The Mortgage Origination Agreement in substantially the form presented to this meeting and filed in the official records of the City Clerk are hereby approved and the Mayor or Comptroller of the City is hereby authorized on behalf of the City to execute and deliver the Mortgage Origination Agreements, subject to the provisions of Section 8 of this ordinance, with such changes therein as shall be approved by such person executing such document, his execution to constitute conclusive evidence of such approval; provided, however, that the origination fee to be charged and retained by the Participant in connection with each Mortgage Loan pursuant to the Mortgage Origination Agreement shall not exceed one and one-half per cent (1-1/2%) of the principal amount of such Mortgage Loan; and the interest rate on such Mortgage Loan shall be determined by the Comptroller of the City subject to Section 7-87(b)(3) of the Act but shall not exceed 12% per annum.

SECTION 8. The proceeds from the sale of the Bonds available for the purchase of Mortgage Loans ("Available Proceeds") shall be allocated among the Participants in accordance with the following procedure:

1. Each Applicant shall have submitted an application requesting the amount of Available Proceeds ("Requested Amount") such Applicant wishes to use to Originate Mortgage Loans (which amount shall not be less than \$1,000,000). The Requested Amount shall specify the amount to be reserved for Developers pursuant to the Developer Participation Agreements.

2. If total Requested Amounts exceed Available Proceeds all applicants shall have their commitment amounts reduced on a pro rata basis to the extent necessary to make the sum of the Requested Amounts of all Applicants equal to Available Proceeds with the following modifications:

- (a) No Applicant's commitment amount shall be decreased to less than \$1,000,000;
- (b) Where an Applicant's Requested Amount exceeds its proportionate share of the total volume of single family (one-to-four unit) residential mortgage loans secured by property located within the City originated and serviced by all Participants during the most recent calendar year, its Requested Amount may be further reduced to reflect its demonstrated level of lending activity.
- (c) An Applicant's Requested Amount may be adjusted on other than a pro rata basis in order to assure an adequate geographic distribution of Program activity throughout the City.

3. The Commissioner of the Department of Housing of the City may adjust allocations upward or downward to round off allocations to multiples of \$1,000; provided, however, that no such adjustment shall cause an Applicant's allocation to exceed his Requested Amount.

SECTION 9. The Bond Purchase Agreement in substantially the form presented to this meeting and filed in the official records of the City Clerk is hereby approved and the Mayor or Comptroller of the City is hereby authorized to execute and deliver the Bond Purchase Agreement on behalf of the City with such changes and completions therein with respect to the representatives of the underwriters named therein, interest rates, redemption provisions and the sale price of the bonds (subject to the limitations set forth in Section 3 hereof) and such other changes as shall be approved by such person executing the document, his execution to constitute evidence of such approval, and the sale of the Bonds pursuant to the Bond Purchase Agreement is hereby authorized. Notwithstanding the authority herein granted to the Mayor and the Comptroller, such authorized officials may in their absolute discretion determine not to execute and deliver any Bond Purchase Agreement even though the same shall comply with this ordinance and the Act, in which event the City shall have no obligation whatsoever with respect thereto.

SECTION 10. The Mayor or the Comptroller is hereby authorized to prepare, execute and deliver an Official Statement for and on behalf of the City substantially in the form presented to this meeting and filed in the official records of the City Clerk.

SECTION 11. The authorized officials of the City are hereby empowered to execute and deliver the Bonds and all documents and other instruments which may be required under the terms of the Bond Purchase Agreement, the Indenture, the Mortgage Origination Agreements, the Developer Participation Agreements, the Servicing Agreement and this ordinance. For purposes of this section "authorized officials of the City" shall mean the Mayor or Comptroller.

SECTION 12. The Mayor and the City Comptroller may each designate another person to act as their respective proxy and to affix their respective signature to the Bonds, whether in temporary or definitive form, and any instrument, agreement, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this ordinance, in such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceeding of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 13. This ordinance shall become effective immediately upon its adoption and approval.

Exhibit 1 attached to this ordinance reads as follows:

Applicants for Qualified Lenders:

Concordia Federal Savings and Loan Association.

Continental Illinois National Bank and Trust Company of Chicago.

First Federal Savings and Loan Association.

First Federal Savings and Loan Association of Wilmette.

The First National Bank of Chicago.

Heritage/Pullman Bank and Trust Company.

Mid Town Bank of Chicago.

St. Paul Federal Savings and Loan Association.

Talman Federal Savings and Loan Association.

Washington National Bank of Chicago.

And, such other lending institutions as may be designated by the City Comptroller.

Developers:

New West Associates, Inc.
1265-1301 West Flournoy

New West Associates, Inc.
1250 West Lexington

Shape of Things to Come, Inc.
Cottage Grove Avenue - Between 47th and 49th Streets

Shape of Things to Come, Inc.
69th Place to 67th Street, to Normal Boulevard to Halsted Street

Longwood Towers Limited Partnership
10901-51 South Longwood Drive

Development Management Group, Inc.
56th and South Lake Shore Drive

N. Myers Properties, Incorporated
Burling Street and North Avenue

7120 Partnership
7120 North Sheridan Road

M/D Ventures
1451 North Mohawk, 1452 North Cleveland and 1519-21 North Mohawk

And, such other developers as may be designated by the City Comptroller.

[Contract of Purchase, Master Servicing Agreement, Mortgage
Origination Agreement, Preliminary Official Statement and
Trust Indenture are omitted for printing purposes and
available for public inspection in the Office of
the City Clerk.]

Execution of an Amended Revolving Credit Agreement Authorized.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the amendment of an ordinance passed on March 31, 1981 authorizing the Revolving Credit Agreement.

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

Yeas--Aldermen Roti, Barnett, Kenner, Sawyer, Bertrand, Humes, Shaw, Majerczyk, Burke, Brady, Barden, Kellam, Sherman, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Merlo, Clewis, Axelrod, Schulter, Stone--34.

Nays--Aldermen Bloom, Huels, Streeter, Sheahan, Kelley, Stemberk, Lipinski, Davis, Natarus, Oberman, Volini, Orr--12.

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

The following is said ordinance as passed:

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

WHEREAS, On March 31, 1981 the City Council of the City did pass an Ordinance entitled "Ordinance Authorizing Execution of Revolving Credit Agreement and Providing for Issuance of City of Chicago General Obligation Revolving Credit Notes" (the "Ordinance"), pursuant to which the City did enter into a Revolving Credit Agreement dated April 1, 1981 (the "Agreement") with certain banks (the "Banks") whereby the City was authorized to borrow from time to time in order to finance its short-term cash flow needs; and

WHEREAS, Authorization to borrow under the Agreement will expire on December 1, 1982, and the City has determined that it is desirable and in the public interest to extend the Agreement and the Banks have indicated their willingness to extend the Agreement subject to certain modifications in the rate of interest to be paid on the general obligation notes (the "Notes") to be issued pursuant to the Agreement; and

WHEREAS, The City by reason of its constitutional home rule powers has the power to amend the Ordinance to extend the Agreement; now, therefore,

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

SECTION 1. Section 2 of the Ordinance shall be amended to read as follows:

"Section 2. The Mayor and the City Comptroller are authorized to borrow (and, in the event of payment or prepayment of any borrowings, to reborrow) at any time and from time to time on or before December 1, 1984, pursuant to this Ordinance and the Agreement, such moneys as the City may from time to time request, in anticipation of revenues of the City, in order to finance the short-term cash flow needs of one or more of the funds of the City, such borrowings not to exceed \$50,000,000 in aggregate principal amount at any time outstanding and each such borrowing to be evidenced by the issuance of Notes as provided herein; provided, however, that no borrowing or reborrowing shall be made hereunder for the purpose of refunding any outstanding borrowing or reborrowing hereunder; and, further provided, that no borrowing or reborrowing shall be made hereunder at a time when there is outstanding any Note the maturity of which has been extended pursuant to Section 3 hereof. Each such borrowing shall be requested in the manner set forth in the Agreement and shall be conditioned upon delivery of a certificate signed by the City Comptroller and the City Treasurer of the City (the "City Treasurer"), dated the date of such borrowing, which certificate shall set forth the principal amount of such borrowing and the aggregate principal amount(s) of any previous borrowings pursuant to this Ordinance which are then outstanding, shall identify the fund or funds of the City into which the proceeds of such borrowing shall be deposited and shall be filed in the office of the City Clerk and the office of the Committee on Finance of the City Council of the City (the "City Council"), and copies of such certificate shall be delivered to each member of the City Council at least two days before the date of such borrowing."

SECTION 2. Section 3 of the Ordinance shall be amended to read as follows:

"Section 3. Each Note shall be designated "General Obligation Revolving Credit Note (..... Fund)", shall be dated its date of issuance, shall mature not later than 91 days after the date thereof or on December 1, 1984 (whichever is earlier) unless the maturity thereof is extended as provided herein, and shall bear interest until paid on the principal amount from time to time outstanding at a rate, during each calendar month in which such Note is outstanding, equal to 68% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which any Note is outstanding, the interest rate on such Note shall be equal to 68% of the Agent's Prime Rate in effect on its date of issuance) and, if the maturity thereof is extended as provided herein, from the stated maturity date until paid at a rate, during each calendar month in which such Note is outstanding, equal to 78% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which the maturity of any Note is extended, the interest rate on such Note shall be equal to 78% of the Agent's Prime Rate in effect on the date on which the maturity is extended), computed for actual days elapsed on the basis of a 365 or 366-day year, as appropriate; provided, however, that the Formula Rate (as defined hereinbelow) may be adjusted to reflect an Interest Differential as defined and provided in Section 5(a) of the Amendatory Agreement. (The percentage of the Agent's Prime Rate then in effect is hereinafter referred to as "the Formula Rate"). The "Agent's Prime Rate" shall mean at any time the rate of interest per annum then most recently announced by the Agent as its prime rate at its principal office in Chicago, Illinois. The stated maturity of any Note may be extended by the Bank holding such Note, in its discretion, at the request of the City pursuant to a written instrument executed by the Mayor and the City Comptroller and delivered to each of the Banks at least two business days prior to the stated maturity of such Note. Such request shall be effective upon receipt and shall be delivered to:

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

Attention: Vice President,
Public Finance Division

Morgan Guaranty Trust Company of New York
23 Wall Street
New York, New York

Attention: Public Finance Department

The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670

Attention: Vice President,
Public Funds Division

Unless a bank shall have delivered to the City a written rejection of any request for an extension of maturity not later than 5:00 p.m. of the second business day after the delivery to the Bank of such request, the maturity of any Note which shall have been the subject of such request shall be automatically extended to November 15 of the calendar year which next commences following the stated maturity of such Note.

Interest on each Note shall be payable at its stated maturity and, if the maturity thereof is extended as provided herein, shall thereafter be payable on each subsequent October 1, January 1, April 1 and July 1 during the period such Note is outstanding and at maturity, as extended. Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America at the principal office of the Agent in Chicago, Illinois.

Each Note may be prepaid at any time, in whole or in part, without premium or penalty at the option of the City, upon one day's prior notice to the Banks, as provided in the Agreement; provided, however, that on or prior to the date of any such prepayment the City Comptroller and the City Treasurer shall have signed and filed in the office of the City Clerk and the office of the Committee on Finance of the City Council a certificate setting forth the amount of such prepayment, together with accrued interest thereon, and stating that such amount is no longer required to finance the short-term cash flow needs of the fund of the City for which the borrowing evidenced by such Notes was made.

Each Note shall be executed by the manual or facsimile signatures of the Mayor and the Comptroller, attested by the manual signature of the City Clerk or the Deputy City Clerk and shall have the corporate seal of the City affixed thereto. In case any officer of the City whose manual or facsimile signature shall appear on a Note shall cease to be such officer before the delivery of such Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer shall have remained in office until delivery. The Mayor and City Comptroller shall file or have filed with the Secretary of State of Illinois their manual signatures certified by them pursuant to the Uniform Facsimile Signature of Public Officials Act, as amended, and the use of the facsimile signatures of such persons to execute the Notes is authorized pursuant to such filing."

SECTION 3. Section 4 of the Ordinance shall be amended to read as follows:

"Section 4. Each Note shall be in substantially the following form:

(Form of Note)

United States of America

State of Illinois

City of Chicago

General Obligation Revolving Credit Note,

(_____ Fund)

No. _____ \$ _____

The City of Chicago, Illinois (the "City"), a home rule unit and body politic and corporate of the State of Illinois, for value received, promises to pay to _____ (the "Bank") the sum of _____ Dollars (\$ _____), payable on _____, 198____. The stated maturity of this Note may be extended by the Bank in its discretion as provided in Section 3 of the Ordinance referred to herein. Interest on the principal amount from time to time outstanding from the date hereof until the stated maturity date, shall be payable at the stated maturity hereof at a rate, during each calendar month in which this Note is outstanding, equal to 68% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which this Note is outstanding, such rate shall be equal to 68% of the Agent's Prime Rate in effect on its date of issuance) and, if the maturity hereof is extended as provided in said Ordinance, shall thereafter be payable on each subsequent October 1, January 1, April 1 and July 1 during the period this Note is outstanding and at maturity at a rate, during each calendar month in which this Note is outstanding, equal to 78% of the Agent's Prime Rate in effect on the first day of such month (provided that, during the first calendar month in which the maturity of this Note is extended such rate shall be equal to 78% of the Agent's Prime Rate in effect on the date on which the maturity is extended), computed for actual days elapsed on the basis of a 365 or 366-day year as appropriate, and as otherwise provided in the Agreement hereinafter referred to (subject, however, to adjustment in the Formula Rate as provided in Section 5(d) of the Amendatory Agreement). The "Agent's Prime Rate" shall mean at any time the rate of interest per annum then most recently announced by Continental Illinois National Bank and Trust Company of Chicago (the "Agent") as its prime rate at its principal office in Chicago, Illinois. Both the principal of and interest on this Note are payable in lawful money of the United States of America at the office of the Agent.

This Note was issued in accordance with an ordinance passed by the City Council of the City on _____, 1981 (the "Ordinance"), as amended, and a Revolving Credit Agreement dated as of April 1, 1981, as amended on _____, 1982, between the City, the Agent and the banks parties thereto (the "Agreement").

This Note is prepayable as provided in the Ordinance and the Agreement. All prepayments of this Note shall be recorded by the holder of the Note on the payment record set forth below on this Note.

This Note constitutes a general obligation and debt of the City, and the full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on this Note in accordance with its terms.

This Note is payable from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, and, in the event this Note is not paid at the stated maturity hereof or the stated maturity of this Note is extended in accordance with the Ordinance and the Agreement, the City covenants to levy ad valorem taxes without limitation as to rate or amount against all taxable property situated within the City sufficient to pay when due the principal of and unpaid interest on this Note, all as provided in and subject to the provisions of the Ordinance.

The City may deem and treat the Bank as the absolute owner of this Note for the purpose of receiving payment of or on account of principal and interest and for all other purposes, and the City shall not be affected by any notice to the contrary.

No official, officer, agent or employee of the City shall be liable personally on this Note by reason of the issuance hereof.

All acts, conditions and things required to be accomplished, to exist or to be done precedent to and in connection with the issuance of this Note were performed, did exist and have been fulfilled. The issuance of this Note will not cause the indebtedness of the City to exceed any applicable limitation upon indebtedness imposed by the law of the State of Illinois or any limitation imposed by any existing resolution or ordinance adopted by the City Council of the City.

In Witness Whereof, the City of Chicago, Illinois, has caused this Note to be executed by the manual or facsimile signatures of its Mayor and its City Comptroller and attested by the manual signature of its City Clerk or Deputy City Clerk and the corporate seal of the City to be affixed hereto, all as of _____, 198__.

(Signatures of City Officials)

Payment Record

<i>Date</i>	<i>Principal Payment</i>	<i>Interest Payment</i>	<i>Authorized Signatory and Title</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 4. Section 6 of the Ordinance shall be amended to read as follows:

"Section 6. Any taxes levied pursuant to the covenant contained in Section 5 hereof shall be sufficient to provide funds for payment of principal of and unpaid interest on the Notes with respect to which such taxes are levied on the basis of the following assumptions: (i) the applicable rate of interest payable on each such Note will be the greater of 78% of the Agent's Prime Rate in effect on the date of its issuance or 12% per annum from and after the date such taxes are levied and so long as any such Note is thereafter outstanding; and (ii) no prepayments of Notes with be made subsequent to the date such taxes are levied. In the event the Notes with respect to which such taxes have been levied are prepaid in whole or in part prior to the last date on which certificates of tax abatement with respect to the taxes so levied are permitted by the County Clerks of Cook and DuPage Counties to be filed, the City Comptroller shall, on or prior to such date, file certificates of tax abatement with respect to the taxes so levied in the offices of such County Clerks and shall concurrently file copies thereof in the office of the City Clerk and the office of the Committee on Finance of the City Council. Such certificates shall refer to the amount of taxes so levied for the payment of principal of and interest on such Notes and shall indicate the amount of principal and interest thereon which, by reason of such prepayment, will not be required to be repaid from the proceeds of taxes so levied, which amount is to be abated from the taxes so levied and, further indicating the remainder of such taxes so levied which are to be extended for collection by said County Clerks. In the event proceeds of taxes so levied are not available in time to meet any payments of principal of and interest on the Notes, then the fiscal officers of the City are hereby directed to make such payments from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advancement of the collection of the taxes so levied and when the proceeds of such taxes are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Notes as the same become due."

SECTION 5. The Amendatory Agreement providing for extending the Revolving Credit Agreement among the City and the Banks and for borrowings by the City, from time to time, in anticipation of revenues of the City, not to exceed \$50,000,000 in aggregate principal amount at any time outstanding, shall be entered into between and among the City, Continental Illinois National Bank and Trust Company of Chicago, as Agent for the Banks, and the following Banks:

Continental Illinois National Bank and Trust Company of Chicago

Morgan Guaranty Trust Company of New York

The First National Bank of Chicago

in substantially the form attached hereto as Exhibit A is hereby approved and shall be executed for and on behalf of the City by the Mayor of the City (the "Mayor") and the City Comptroller of the City (the "City Comptroller"), attested by the City Clerk or Deputy City Clerk, and shall have the corporate seal of the City affixed thereto.

SECTION 6. To the extent that any statutes, ordinances, resolutions, rules or orders, or parts thereof, are in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any provision of this ordinance shall be prohibited by or invalid under Illinois or Federal law, that provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this ordinance. This ordinance shall be published by the City Clerk by causing to be printed in pamphlet form at least 100 copies hereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance, and this ordinance shall be in full force and effect from and after its passage, approval by the Mayor and publication as provided by law.

Exhibit A attached to this ordinance reads as follows:

EXHIBIT A

Amendatory Agreement

This Amendatory Agreement, dated as of _____, 1982, is entered into among the City of Chicago in the State of Illinois, a home rule unit and a body politic and corporate (the "City"), the banks named on the signature pages hereof (the "Banks") and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, as Agent of the Banks (the "Agent");

Whereas, the City, the Banks and the Agent have entered into a Revolving Credit Agreement, dated as of April 1, 1981 (the "Agreement") and now propose to extend the Agreement and modify certain of the terms therein; and

Whereas, each Note issued pursuant to this Agreement shall mature not later than ninety-one (91) days after the date of issuance of such Note, unless extended as provided in this Agreement, and shall bear interest as provided in the Agreement:

Now, Therefore, in consideration of the mutual agreements contained in the Agreement and herein reaffirmed, the parties hereto agree as follows:

1. Section 2(a) is amended to read as follows:

"(a) Subject to the terms and conditions of this Agreement, each Bank severally agrees to lend and relend to the City from time to time on or before December 1, 1984 its proportionate share equal to such Bank's Percentage of Aggregate Commitment as set forth on the signature pages hereof, of such amounts as the City may, from time to time, request be loaned under this Agreement. However, the total amount of borrowings outstanding at any time under this Agreement shall not exceed \$50,000,000. The amounts requested by the City to be loaned from time to time shall each be in multiples of \$100,000 and in a minimum amount of \$100,000. The City shall give the Banks at least one business day's prior written notice of each proposed borrowing under this Agreement. Upon such notice and upon fulfillment of the conditions described in Section 3 of this Agreement and delivery to the Agent of a Note as provided in Section 4 of this Agreement, each Bank shall pay to the Agent funds equal to such Bank's Percentage of Aggregate Commitment of the proposed borrowing and the Agent shall thereupon pay or cause to be paid to the City the sum so to be borrowed, but, with respect to any Bank other than the Agent, the Agent shall be so obligated only to the extent that the Agent shall have received funds from such Bank as above provided."

2. Section 2(b) is amended to read as follows:

"(b) The Agreement shall terminate on December 1, 1984, or at such time after such date when all Notes are paid in full as to both principal and interest, whichever date is later. No loans shall be made under this Agreement after December 1, 1984."

3. Section 4(a) is amended to read as follows:

"(a) Each borrowing under this Agreement by the City shall be evidenced by Notes of the City substantially in the form set forth in the Ordinance, with appropriate insertions in the appropriate spaces, and dated the date of the borrowing evidenced by such Notes. The Notes shall be numbered consecutively from 1 in the chronological order of issuance. The Notes shall be payable to each Bank in the principal amount thereof, at the office of the Agent at 231 South LaSalle Street, Chicago, Illinois 60693. Each Note shall mature not later than ninety-one (91) days after the date of issuance thereof, or on December 1, 1984 (whichever is earlier); provided, however, that in certain circumstances the maturity of any such Note may be extended as provided in Section 8(b) hereof. Interest on the Notes shall be payable as provided in Section 5 of this Agreement."

4. Section 5(a) is amended to read as follows:

"(a) The Notes shall bear interest from their respective dates until paid. Except as provided in paragraph (b) of this Section 5, the interest rate on the Notes shall be equal during each calendar month in which Notes are outstanding and unpaid to 68% of the Agent's Prime Rate in effect on the first day of such month (or, in the case of any calendar month during which Notes are issued, to 68% of the Agent's Prime Rate in effect on the first date in which Notes are outstanding during such month); provided, however, that the interest rate on Notes, the maturity of which has been extended pursuant to Section 8(b) hereof, shall be equal during each month that such Notes are outstanding and unpaid to 78% of the Agent's Prime Rate in effect on the first day of such month (or, in the case of any month during which the maturity of any such Notes is extended, to 78% of the Agent's Prime Rate in effect on the first date on which the maturity of any such Notes is extended during such month). The Agent shall notify the City within three (3) business days after any change in the Agent's Prime Rate. The failure of the Agent timely so to notify the City of any change in the Agent's Prime Rate shall not affect the obligation of the City to pay interest at such changed rate as long as such notice is given prior to payment of such interest. The "Agent's Prime Rate" shall mean the rate per annum then most recently announced by the Agent as its Prime Rate at its principal office in Chicago, Illinois.

The rate of interest to be borne by each Note shall be determined and adjusted as provided in the preceding paragraph. Notwithstanding the foregoing, if the amount of interest due at the Formula Rate (the percentage of the Agent's Prime Rate) on any interest payment date for the unpaid principal amount of any Note (including the date of any prepayment) would exceed the amount of interest which would be due on such date if such interest were calculated at a rate of twelve per cent (12%) per annum, then such unpaid principal amount shall bear interest from the next preceding interest payment date to the then current interest payment date only at a rate of twelve per cent (12%) per annum; provided, however, that if the amount of interest due at the Formula Rate on any subsequent interest payment date for the unpaid principal amount of any Note (including the date of any prepayment) would be less than the amount interest which would be due on such date if such interest were calculated at a rate of twelve per cent (12%) per annum, then such unpaid principal amount shall bear interest from the next preceding interest payment date to the then current interest payment date (and, if necessary, to any succeeding interest payment dates) at a rate such that the amount of interest payable on such current interest payment date will be equal to (i) the amount due based on the Formula Rate plus (ii) the maximum amount of the Interest Differential (hereinafter defined) which, when added to the amount specified in clause (i), would result in such unpaid principal amount bearing interest from such next preceding interest payment date at a rate not in excess of twelve per cent (12%) per annum; provided, however, that upon

the payment of the unpaid principal amount of any Note the amount of such Interest Differential in excess of the amount otherwise due on such payment date shall be forgiven and no longer deemed an obligation of the City. With respect to each Note, the term "Interest Differential" shall mean, at any interest payment date, an amount equal to such Note's ratable share (based on the unpaid principal amounts of the Notes then outstanding) of (x) the aggregate amount of interest which the City would have been required to pay on the unpaid principal amounts of all Notes issued under this Agreement (including any Notes which are not then outstanding) on all previous interest payment dates at the Formula Rate minus (y) the aggregate amount of interest actually paid by the City on such unpaid principal amounts on such interest payment dates in accordance with the preceding provisions of this Section. Interest on overdue payments of principal and, to the extent permitted by applicable law, on overdue interest shall be paid at the Formula Rate."

5. Section 5(d) is added to the Agreement to read as follows:

"Section 5(d). In the event that, as a result of a change in the Internal Revenue Code (the "Code"), (i) all or part of any payment of interest on any Notes held by an Indemnitee (as hereinafter defined), any interest paid or accrued by any Indemnitee by reason of such Indemnitee owning the Notes or receiving interest on the Notes (such as, for example, interest on indebtedness incurred or continued to purchase or carry the Notes), or any other amount in respect of or related to owning the Notes or receiving interest on the Notes, as a whole or in part, is, in the opinion of counsel for such Indemnitee, an item of tax preference or similar item subject to the tax imposed by Section 56-58 of the Code or any successor sections thereto or any other Federal tax on preference or similar terms or is not deductible by such Indemnitee from its federal gross income in the year paid or accrued, to the same extent as such amount is deductible pursuant to the Code as in effect on the date hereof, or (ii) tax is imposed measured by reference to the principal amount of the Notes held by such Indemnitee (such tax being referred to in this Agreement as a preference tax), then such Indemnitee may at any time on or after the date (the "Effective Date") on which such change in the Code was enacted, but in no event later than the later of the Termination Date and the date on which all outstanding Notes have been paid in full, give notice thereof in writing or by telex or wire transmission to the City and the Bank. During the 90 days next succeeding the giving of such notice, the Bank and the City shall negotiate in good faith in order to arrive at such a mutually acceptable increase (expressed as a percentage of the Prime Rate) in the rate of interest payable on all Notes as will adequately and fairly compensate all Indemnities for the increased cost of making, funding or maintaining the loans evidenced by the Notes or the reduction in the amount of any sum received or receivable by any Indemnitee. If within such 90-day period the City and the Bank agree in writing upon an increase, additional interest at such rate of increase shall be effective and accrue from the Effective Date with respect to all Notes, whether issued before or after the Effective Date. If the City and the Bank fail to agree upon an increase in the rate of interest within such 90-day period, the City shall be required to pay such outstanding Notes in full no later than the last day of such 90-day period but the City shall not be required to pay any such increased rate of interest during such period. The aggregate rate of interest payable on any Notes shall not exceed the Prime Rate plus 2%. The determination of such increase shall be made in good faith by the Bank and the City shall have no right to examine the Federal income tax returns or any other returns, documents or records of any Indemnitee with respect thereto. Additional interest at such rate of increase shall be effective and accrue from the Effective Date with respect to all Notes, whether issued before or after the Effective Date, and the Bank shall notify the City as promptly as practicable of the amount of such increase; provided that no interest as a result of such increased rate shall be payable by the City at any time unless notice of a change in the Code is timely given and the City agrees to such increase as above provided. Any additional interest payable pursuant to this Section with respect to any Notes shall be paid by the City directly to the holder of such Notes. For the purposes of this Section, "Indemnitee" means the Bank and any other holder of a Note and any entity to which the Bank or any such other holder sells a participation in any Note."

6. Section 8(m) is amended to read as follows:

"(m) In consideration of the commitment of the Banks to make loans to the City hereunder, the City hereby agrees to pay to the Banks, ratably according to their respective Commitments, a fee (herein called the "Commitment Fee") for the period commencing on the date hereof and ending on December 1, 1984, of 1/2 of 1% per annum on the daily average aggregate amount of the unused Commitments. The Commitment Fee in respect of each Calendar Quarter (or portion thereof) shall be payable following the end of such Calendar Quarter on the 15th day after receipt by the City of a statement from the Agent of the amount of the Commitment Fee for such Calendar Quarter, for any period then ending for which the Commitment Fee shall not have been thereto paid."

7. The City hereby reaffirms, as of the date of this Amendatory Agreement, each of the representations and warranties contained in Section 1 of the Agreement (except 1(b) thereof, that the Ordinance adopted March 31, 1981 has not been amended except for the Ordinance authorizing this Amendatory Agreement).

8. As a condition precedent to any borrowings by the City which would not be authorized except under this Amendatory Agreement, the City agrees to deliver to the Agent, with sufficient executed counterparts so that one may be supplied to each of the Banks, a certified Ordinance of the City authorizing execution and delivery of this Amendatory Agreement and of borrowings authorized hereunder, together with the opinion of Messrs. Chapman and Cutler, as of a date no earlier than this Amendatory Agreement, to the effect that the City has taken all necessary corporate action to execute and deliver this Amendatory Agreement and to perform its agreements hereunder.

9. As herein amended, the Agreement and all mutual agreements therein set forth are in all respects ratified, approved, readopted and confirmed, shall constitute a contract made under and governed by the laws of the State of Illinois, and which shall be binding upon the City and the Banks and their respective successors and assigns, and shall inure to the benefit of the City and the Banks, and the successors and assigns of the Banks.

In Witness Whereof, the parties of this Amendatory Agreement have caused it to be executed by their respective authorized officers on this ____ day of ____, 1982.

CITY OF CHICAGO, ILLINOIS

By _____
Mayor

ATTEST:

By _____
City Clerk

By _____
Comptroller

Amount of
Commitment

\$20,000,000

Percentage of
Aggregate
Commitment

.40

Continental Illinois National Bank and
Trust Company of Chicago, in its individual
corporate capacity and as Agent as
aforesaid

By _____
Vice President

\$20,000,000 .40

Morgan Guaranty Trust Company of
New York

By _____
Vice President

\$10,000,000 .20

The First National Bank of Chicago

By _____
Vice President

**Exchange of Properties Authorized Between City and
Board of Education for Housing and School Projects.**

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

WHEREAS, The City of Chicago is in title to a parcel of land situated in the City and bounded by Harrison Street, Congress Parkway, Loomis Street and a north-south line approximately 503 feet east of Loomis Street identified as Disposition Parcel HDR-2, Project Near West Side and;

WHEREAS, The Board of Education of the City of Chicago on June 23, 1982 approved a recommendation to request the conveyance of said parcel for a replacement school in exchange for the conveyance by the City of Chicago in trust for the use of schools to the City of Chicago of a parcel of land generally bounded by Laflin Street, and the north-south alley next west of Laflin Street, Flournoy Street in the City of Chicago, and;

WHEREAS, This body has reviewed the material submitted by the Department of Housing of the City of Chicago including a resolution adopted by the Department of Urban Renewal on July 20, 1982 approving said proposed exchange and the approval by the Board of Education of said exchange; now, therefore,

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

SECTION 1. That the exchange of the following described parcels without further consideration between the City of Chicago and the Board of Education of the City of Chicago is hereby approved.

City of Chicago Parcel HDR-2, Project Near West Side:

That part of Lots 1 thru 13, 15 thru 42, 44 thru 56 together with all adjoining vacated, public alleys and rights of way, all in the Subdivision of Block 34 in Canal Trustees Subdivision of the West half and the West half of the Northeast Quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian described as follows: commencing at the intersection of the original north line of W. Harrison Street (66 feet wide) and the east line of S. Loomis Street (66 feet wide), thence north along the east line of S. Loomis Street, 34 feet to the point of beginning of the parcel of land to be described herein. Thence continuing north along said east line to its intersection with the south line of West Congress Parkway: Thence east along the south line of West Congress Parkway to a point in said south line, being also the north line of Lot 1 in the Subdivision of said Block 34, said point being 95.16 feet west of the east line of said Lot 1: Thence south along a straight line (said line if extended south would intersect the south line of Lot 14 in the Subdivision of said Block 34 at a point 94.84 feet west of the east line of said Lot 14) to a point 34 feet north of the original north line of West Harrison Street: Thence west along a line 34 feet north of and parallel to the original north line of W. Harrison Street to the point of beginning, in Cook County, Illinois.

Board of Education of the City of Chicago parcel:

Lots 37 to 52 inclusive, in the Subdivision of the N. 1/2 of Block 41 in Laflin and Loomis' Resubdivision of Blocks 5, 18, 21, 30, 31, 32, 33 and 41 and Subdivision of Blocks 6, 9, 19 and 20 of Canal Trustees Subdivision of the W. 1/2 and the W. 1/2 of the N.E. 1/4 of Section 17, Township 39 N., Range 14 E. of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That the Mayor of the City of Chicago is authorized to execute and the City Clerk to attest a deed from the City of Chicago to the City of Chicago in trust for the use of schools and a deed from the City of Chicago in trust for the use of schools to the City of Chicago for exchange of the above described parcels.

SECTION 3. That the Corporation Counsel of the City of Chicago is authorized to deliver said deeds to the respective entities.

SECTION 4. That this ordinance be effective immediately upon the passage thereof.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

**Memorandum of Agreement Authorized Between City, Capital Associates
Development Corporation and Chicago Urban League Development
Corporation for Revenue Bond Financing of the Michigan
Blvd. Garden Apartments Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the execution of a Memorandum of Agreement between City, Capital Associated Development Corporation and the Chicago Urban League Development Corporation necessary for the revenue bond financing of a project entitled Michigan Boulevard Garden Apartments in the amount of \$12,000,000.00.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "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, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary housing which persons of low and moderate income, including but not limited to elderly and handicapped persons, can afford and that such housing shortage is harmful to the health, prosperity, economic stability and general welfare of the City and adversely affects the tax base; and

WHEREAS, Capital Associates Development Corp. and Chicago Urban League Development Corporation on behalf of an Illinois limited partnership to be formed by them (the "Partnership") wish to secure financing for the acquisition, rehabilitation and equipping of a residential rental housing facility located in the City and known as the Michigan Boulevard Garden Apartments (the "Project"), and has requested the City to issue its revenue bonds to provide funds for the acquisition, rehabilitation and equipping of such Project; and

WHEREAS, It is considered desirable in order to increase the supply of decent, safe and sanitary housing within the corporate limits of the City and for the enhancement of the tax base and the general welfare of the City and its inhabitants to finance the acquisition, rehabilitation and equipping of the Project located within in the City; and

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from the proceeds of the Bonds and the earnings thereon and revenues derived from the Project and/or the financing thereof; and

WHEREAS, A Memorandum of Agreement with respect to the proposed issuance of such revenue bonds has been presented to the City; now, therefore,

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

SECTION 1. This City Council hereby determines that the assistance of the Partnership through the issuance of revenue bonds, the proceeds of which will be used for the acquisition, rehabilitation and equipping of the Project, is an appropriate exercise of the home rule powers of the City.

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary and will adopt such further proceedings as may be necessary to issue its revenue bonds in an amount not to exceed \$12,000,000 for the aforementioned purpose.

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

Memorandum of Agreement attached to this ordinance reads as follows:

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and Capital Associates Development Corp. and Chicago Urban League Development Corporation on behalf of an Illinois limited partnership to be formed (the "Partnership").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:

(a) The City of Chicago is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois with power to adopt ordinances and take actions relating to its government and affairs and it has been determined that assisting in the acquisition, rehabilitation and equipping of the hereinafter described Project is a proper exercise of the home rule powers of the City.

(b) It is proposed that the Partnership acquire, rehabilitate and equip the residential housing complex located on Michigan Avenue between 46th Street and 47th Street which was originally developed in 1929 by philanthropist Julius Rosenwald and is known as the Michigan Boulevard Garden Apartments (the "Project"). After completion of the necessary rehabilitation work the Project will provide 447 residential rental dwelling units for occupancy by persons of low and moderate income, including but not limited to elderly and handicapped persons, some or all of which will qualify for rental assistance payments under Section 8 of the United States Housing Act of 1937, as amended. It is presently contemplated that the Project will be owned by the trustee of an Illinois land trust (the "Owner") under which the Partnership will be the sole beneficiary. The undersigned on behalf of the Partnership wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.

(c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be required to permit the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount not to exceed \$12,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.

(d) The City considers that its financing of the cost of the Project on behalf of the Partnership will promote and further the affairs and welfare of the City and its inhabitants.

2. Undertaking on the Part of the City. Subject to the conditions above stated, the City agrees as follows:

(a) That it will begin the proceedings necessary on its part to cause the City Council to authorize the issuance and sale of the Bonds, pursuant to terms mutually acceptable to the City, the Partnership and potential purchasers of the Bonds.

(b) That it will cooperate with the Partnership in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the City will adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized in an ordinance of the City Council and mutually satisfactory to the City, the Partnership and potential purchasers of the Bonds.

(c) That, if the City issues and sells the Bonds, the financing instruments will provide (i) that the City will lend the proceeds of the Bonds (A) to the Partnership, or (B) to the Owner for the benefit of the Partnership, or (C) to a lending institution acceptable to the City and the Partnership (the "Project Lender") to relend to the Partnership or the Owner, to be used to finance the Project and (ii) that the aggregate amounts (i.e., the repayments to be made by the Partnership or the Owner or the Project Lender upon such loan and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds), payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

3. Undertakings on the Part of the Partnership. Subject to the conditions above stated, the undersigned on behalf of the Partnership agree as follows:

(a) The undersigned will use all reasonable efforts to find one or more purchasers for the Bonds.

(b) The undersigned will cause the Partnership and the Owner to be duly formed.

(c) That contemporaneously with the issuance of the Bonds, the undersigned will cause the Partnership, the Owner and/or the Project Lender, as applicable, to enter into, a financing agreement with the City under the terms of which the Partnership or the Owner or the Project Lender will be obligated to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such financing agreement to be in form and substance and secured in a manner satisfactory to the City, the Partnership and the purchasers of the Bonds, including, without limitation, customary provisions limiting recourse against the partners of the Partnership.

(d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchasers thereof and continuing for the period required by Section 103(b) (4) (A) of the Internal Revenue Code of 1954, as amended (i) the Project will be maintained and operated as a "residential rental property" as defined in said Section of the Code, and (ii) any duly authorized agent of the City will be permitted to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the Partnership located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the Partnership relating to expenditures from the Bond proceeds of the Project, the rental of the units within the Project and the revenues therefrom.

(e) The undersigned will cause the Partnership to take such further action and adopt such further proceedings as may be required to implement the aforesaid undertakings or as they may deem appropriate in pursuance thereof.

4. General Provisions.

(a) All commitments of the City under paragraph 2 hereof and of the undersigned on behalf of the Partnership under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the City and the undersigned on behalf of the Partnership), the City and the Partnership shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) All cost and expenses in connection with the financing and completion of the Project, including the fees and expenses of counsel to the City and Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the Partnership. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the undersigned on behalf of the Partnership agrees that they will reimburse the City for all reasonable and necessary direct out-of-pocket expenses which the City may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the accrued fees and out-of-pocket expenses of bond counsel, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this ____ day of _____, 1982.

[Signature forms omitted for printing purposes]

**Execution of Amendment Authorized to a Grant Contract between City,
U.S. Department of Transportation, and Urban Mass Transportation
Administration for Inclusion of the Southwest
Corridor Transit Project.**

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

WHEREAS, The U.S. Department of Transportation is authorized to make grants for mass transportation projects; and

WHEREAS, On October 2, 1979, the U.S. Secretary of Transportation approved the joint request of the Mayor and Governor to withdraw the south leg of Interstate 494, known as the Crosstown Expressway; and

WHEREAS, Such approval authorized the Mayor to develop a program of highway and transit substitute projects which required the concurrence of the Metropolitan Planning Organization; and

WHEREAS, On February 21, 1980, the Metropolitan Planning Organization concurred in the Mayor's program, rendering each project, contained therein, eligible for Federal financial assistance; and

WHEREAS, Additional funds are necessary to complete the technical analysis for a mass transportation system to serve southwest Chicago; and

WHEREAS, By ordinance passed September 10, 1980, (C.J. p. 3600), the City Council authorized the Mayor to execute contracts with the Urban Mass Transportation Administration (IL-29-9001) and the State of Illinois (Contract No. 488) totaling \$600,000 for four technical studies; and

WHEREAS, By ordinance passed September 14, 1981 (C.J. p. 6984), the City Council authorized the Mayor to execute amended contracts with UMTA and IDOT which increased this grant budget by \$65,000 to a total of \$665,000; and

WHEREAS, It is now necessary to amend the scope of work and revise the budget under this grant to include the Southwest Corridor Transit Project; and

WHEREAS, This revision will reduce the budget of an existing task in this grant to provide \$35,000 to complete the Southwest Corridor Transit Project. Of this amount, \$29,750 (85%) will be provided by the Urban Mass Transportation Administration, \$3,000 will be provided by the City as a cash match from fund 100-6150-149 and \$2,250 will be provided by the City staff services;

WHEREAS, This revision will not change the total dollar amount of the grant but will alter the proportion of local match provided by the City and the CTA as follows:

	<i>Existing Grant</i>	<i>Change</i>	<i>Amendment No. 1</i>
Federal Share	565,250	-	565,250
State Share	15,000	-	15,000
CTA Share	75,000	(5,250)	69,750
City Share	<u>9,750</u>	<u>5,250</u>	<u>15,000</u>
TOTALS	665,000	0	665,000

;and

WHEREAS, It is required by the U.S. Department of Transportation in accord 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 enterprise be utilized to the fullest extent possible in connection with this 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 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 on behalf of the City of Chicago, the Mayor is authorized to execute and file a technical amendment to grant IL-29-9001 with the U.S. Department of Transportation, Urban Mass Transportation to provide for inclusion of Southwest Corridor Technical Study in the work program and budget.

SECTION 2. That the Mayor is authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

SECTION 3. That the Mayor is hereby authorized to execute, the City Clerk to attest, and the Corporation Counsel to review as to form and legality contracts pertaining to the technical amendment between the Urban Mass Transportation Administration and the City of Chicago.

SECTION 4. That the Mayor is authorized to set forth and execute affirmative minority business policies in connection with the project's procurement needs.

SECTION 5. That the City of Chicago will provide a cash match of \$3,000 and that \$2,250 will be provided by the City in staff services.

SECTION 6. That the City Comptroller is directed to disburse the grant funds as required to carry out the Southwest Corridor Transit Project.

SECTION 7. That the Commissioner of Public Works is authorized to furnish such additional information as the U.S. Department of Transportation or Illinois Department of Transportation may require in connection with the application or the project.

SECTION 8. That the ordinance shall be in force and effect from and after its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

**Chapter 8 of the Municipal Code of Chicago Amended Concerning
Traffic Planning and Operational Functions
for the Department of Public Works.**

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. Chapter 8 of the Municipal Code of the City of Chicago is hereby amended by adding a new Section 8-45, in Italics as follows:

8-45. There is hereby established in the Department of Public Works a Bureau of Traffic Engineering and Operations under the direction of a Deputy Commissioner of Public Works, whose duty it shall be to assist the Commissioner of Public Works in the exercise of the powers and duties enumerated in the traffic regulations of this code. The bureau of traffic engineering and operations shall have the following powers:

- 1. to plan and direct the placement of traffic signs, devices and pavement markings, safety zones and islands;*
- 2. to manage and control the operation and maintenance of parking facilities;*
- 3. to study and consider proposed programs of departments or agencies of the city government involving or affecting the movement, regulation or control of traffic upon the streets or highways in the city and to act as a coordinating agency in the development of such programs. Such departments and agencies shall report on plans and programs relating to such proposed actions to the bureau of traffic operations and engineering and said bureau shall make recommendations to departments or agencies concerned therewith with respect to such plans and programs;*
- 4. to establish policies, standards, and warrants which will serve as guides to department or agencies of the city government concerned with plans or programs involving or affecting movement, regulation or control of traffic on the streets and highways of the city;*
- 5. to request any other department or agency of the city for assistance in the performance of its duties hereunder, and it shall be the duty of such other department or agency to render such assistance as may be reasonably required.*

SECTION 2. This ordinance shall be in full force and effect from and after January 1, 1983.

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

*Yeas--*Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone-47.

*Nays--*None.

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

**Chapter 14 of the Municipal Code of Chicago Amended
Concerning Traffic Planning and Operation Functions
for the Department of Streets and Sanitation**

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. Chapter 14, Section 10 of the Municipal Code of the City of Chicago is deleted and in its place is substituted the following language in Italics:

14-10. There is hereby established in the Department of Streets and Sanitation a Bureau of Street Traffic. Said bureau shall be under the direction of a Deputy Commissioner of Streets and Sanitation whose duty it shall be to assist the Commissioner of Streets and Sanitation in the manufacture, installation, maintenance and operation of traffic signs, devices and pavement markings, safety zones and islands; and in the exercise of the authority to tow vehicles upon the demand of the Superintendent of Police for the purpose of carrying out provisions of the traffic regulations.

SECTION 2. This ordinance shall be in full force and effect on and after January 1, 1983.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

**Chapter 113.1 of the Municipal Code of Chicago Amended Relating
to Cable Administrator and Members of the Cable Commission.**

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 Chicago Cable Communication Ordinance, Chapter 113.1 of the Municipal Code of Chicago, is hereby amended by deleting the language bracketed and inserting the language in Italics as follows:

* * * * *

Section 113.1-42: Cable Administrator

A. [The position of Cable Administrator shall be established within the Office of the Mayor. The] A Cable Administrator shall be appointed by the Mayor with the approval of the City Council.

* * * * *

SECTION 113.1-44: Appointment and Term of Commissioners

A. The Mayor, with the approval of the Council, shall appoint four (4) members to the Commission, at least two (2) of whom shall be private citizens not holding other public office. The City's Cable Administrator shall serve as Chairperson, and shall vote in the event of a tie.

* * * * *

F. Commissioners [other than the Cable Administrator] shall receive such compensation for their services as set forth in the Annual Appropriation Ordinance.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

**Authority Granted for Issuance of \$1,350,000.00
Industrial Revenue Bond for the Harris-Baruck
Partnership, No. 2.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of Industrial Revenue Bond for a project entitled Harris-Baruck Partnership, No. 2, in the amount of \$1,350,000.00.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the boundaries of the City of Chicago, Illinois; and

WHEREAS, The Department of Economic Development of the City of Chicago has previously entered into a Memorandum of Agreement dated as of September 3, 1982 relating to the above-captioned transaction whereby Harris-Baruck Partnership No. 2 (the "Company") agreed to acquire, renovate and equip a certain manufacturing building to be leased to and used by Advanced Theatrical Co., Party Shoes, Inc., and Winkie Mfg. Co., as a manufacturing plant and shipping, warehousing and sales office facility; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on _____, 1982; and

WHEREAS, As a result of negotiations between the Issuer and the Company, contracts have been or will be entered into by the Company for the acquisition, renovation and equipping of an existing building, to constitute an industrial development project within the boundaries of the City of Chicago, Illinois (the "Project"), and it is proposed that the Issuer shall enter into a Loan Agreement (the "Agreement") with the Company pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such acquisition, renovation and equipping and the Issuer is willing to issue its revenue bonds to finance the project upon terms which will be sufficient to pay a portion of the cost of the acquisition, renovation and equipping of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, The Company shall own the Project and will agree to operate the project as an authorized "project" under the Enabling Ordinance; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will not be less than \$1,350,000; and

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

WHEREAS, The Issuer proposed to sell the revenue bonds hereinafter authorized and designated "City of Chicago, Illinois Industrial Development Revenue Bonds (Harris-Baruck Partnership No. 2 Project)" upon a negotiated basis to Citizens Bank and Trust Company, Paducah, Kentucky, and The Wilmette Bank, Wilmette, Illinois (the "Purchasers"); now, therefore,

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

Definitions

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

"Agreement" means the Loan Agreement dated as of November 1, 1982, by and between the Issuer and the Company and all amendments and supplements thereof.

"Assignment" means the Assignment of Leases and Rents, dated as of November 1, 1982, by and between the Land Trustee and the Trustee.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of November 1, 1982, by and among the Issuer, the Company and the Purchasers.

"Bond" means the Bonds authorized to be issued hereunder.

"Company" shall mean Harris-Baruck Partnership No. 2, an Illinois General Partnership.

"Indenture" means the Indenture of Trust dated as of November 1, 1982, from the Issuer to the Trustee, including any indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Chicago, Cook County, Illinois, and any public instrumentality resulting from or surviving and consolidation or merger to which it or its successors may be party.

"Letter of Credit" means the Letter of Credit dated the date of the Bonds and issued in favor of Trustee as additional security for the Bonds.

"Mortgage" means the Mortgage and Security Agreement, dated as of November 1, 1982, from Harris Trust and Savings Bank, as Trustee under Trust Agreement dated October 12, 1982, and known as Trust Number 41989 (the "Land Trust") to the Issuer.

"Note" means the Promissory Note of the Company provided for in Section 4.2(a) of Agreement, whereby the Company promises to make installment payments on the Note in satisfaction of the debt of the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance.

"Prime Rate" means the rate announced by Harris Trust and Savings Bank as its prime commercial rate.

"Project" means the acquisition, renovation and equipping of certain buildings located or to be located at 2451 North Sacramento Avenue within the corporate boundaries of the Issuer.

"Purchasers" means Citizens Bank and Trust Company, Paducah, Kentucky, and The Wilmette Bank, Wilmette, Illinois.

"Security Agreement" means the Security Agreement dated as of November 1, 1982, from the Company to the Issuer.

"Trustee" means Oak Park Trust and Savings Bank, Oak Park, Illinois.

Authorization of the Project.

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition, renovation and equipping of the Project is not less than \$1,350,000, which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the leasing thereof to and use by Advance Theatrical Co., Party Shoes, Inc., and Winkie Mfg. Co., as hereinbefore provided, is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Note, the Mortgage, the Assignment, the Security Agreement, the Indenture and the Letter of Credit by the parties thereto are necessary and proper.

Authorization and Payments of Bonds.

SECTION 3. For the purpose of financing a portion of the cost of the project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bonds (Harris-Baruck Partnership No. 2 Project) in the aggregate principal amount of \$1,350,000. The Bonds shall be issued in the form and denominations set forth in the Indenture; shall be dated the date on which the Bonds are delivered to the Purchasers; shall be lettered R and numbered from 1 upward; and shall mature as to principal; shall bear interest and shall be subject to redemption prior to maturity, upon the terms and conditions set forth in the Indenture.

Principal installments of interest on the Bonds shall be payable at the principal corporate trust office of the Trustee in Oak Park, Illinois, except as otherwise provided in the Indenture.

The Bonds may be prepared in typewritten, printed or engraved form.

The Bonds shall be signed by the Mayor by her manual or facsimile signature and attested by the manual signature of the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto, all as provided in the Indenture.

Bonds are Limited Obligation

SECTION 4. The Bonds, together with interest thereon, shall be limited obligations of the Issuer secured by the Indenture, the Mortgage, the Security Agreement, the Assignment, and the Letter of Credit and are payable solely from the revenues and receipts derived from the Agreement and the Note authorized to be issued thereunder (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Mortgage, the Security Agreement or the Letter of Credit), and shall be a valid claim of the owner thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal of and interest on the Bonds, except as may be expressly authorized otherwise in this Ordinance, in the Indenture or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general taxing powers of any of them, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and are payable solely from the revenues and receipts from the Agreement and the Note (except as hereinbefore provided).

Assignment, Mortgage, Security Agreement and Letter of Credit

SECTION 5. As security for the due and punctual payment of the principal of and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement, the Note, the Security Agreement, the Assignment, and the Mortgage (except any payment made pursuant to Sections 4.2(b), 5.3, 5.8 and 6.4 of the Agreement), pursuant to the Indenture.

As further security for the payment of the Note and the principal of and interest on the Bond, the Land Trustee will execute and deliver the Mortgage and the Assignment and the Company will execute and deliver the Security Agreement, the Mortgage and the Security Agreement all to be in substantially the same forms presented to the governing body of the Issuer, the forms of which Mortgage, Assignment and Security Agreement are hereby approved by the governing body of the Issuer, and the Letter of Credit shall be issued as provided in the Indenture. The Issuer will cause the Mortgage to be recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois.

Sale of the Bond; Execution of Documents

SECTION 6. (a) The sale to the Purchasers in the aggregate principal amount of \$1,350,000, hereby authorized at a price of 100% of the principal amount thereof plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer, is hereby approved by said governing body, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement, the Mortgage, the Assignment, the Security Agreement and the Indenture in substantially the same forms in which the same have been presented to the governing body of the Issuer are hereby approved by such governing body and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement, the Mortgage and the Indenture for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Appointment of Trustee

SECTION 7. The appointment of Oak Park Trust and Savings Bank in Oak Park, Illinois, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions

SECTION 8. The Mayor and the City Clerk, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Mortgage, the Assignment, the Indenture and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability

SECTION 9. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions hereof.

Captions

SECTION 10. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Superseded

SECTION 11. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect from and after its passage.

[Assignment of Leases and Rents, Letter of Credit, Indenture of Trust, Loan Agreement, Bond Purchase Agreement, Mortgage and Security Agreement, Security Agreement and Guaranty Agreement omitted for printing purposes, are on file and available for public inspection in the Office of the City Clerk.]

**Authority Granted for Issuance of \$2,000,000.00 Industrial
Revenue Bond for the Gold Eagle Company Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the issuance of an Industrial Revenue Bond in the amount of \$2,000,000.00 for the Gold Eagle Company Project.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-
-47.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "Issuer") is a duly organized and validly existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois and a home rule unit of government under Section 6(a) of Article VII of said Constitution; and

WHEREAS, The Issuer, pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended, as the same is in effect on the date hereof (the "Enabling Ordinance"), is authorized and empowered to issue its industrial revenue bonds for the purpose of making a loan of the proceeds thereof to finance the sum total of all reasonable or necessary costs incidental to the acquisition, construction, repair, improvement or extension of an industrial development project (as defined in the Enabling Ordinance) located within the boundaries of the Issuer, without conveyance of said project to the Issuer, to the end that the Issuer may create and preserve employment opportunities, encourage the development of business, industry and commerce, and promote the retention and expansion of existing commercial and industrial businesses within the boundaries of the Issuer; and

WHEREAS, As a result of negotiations between the Issuer and Gold Eagle Co. (the "Company"), a corporation for profit duly organized and validly existing under the laws of the State of Illinois, contracts have been or will be entered into by the Company for the acquisition and equipping of an industrial facility (the "Project") within the boundaries of the Issuer, which Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and the Issuer is willing to issue its industrial revenue bonds to finance the Project upon terms which will be sufficient to pay the cost of acquisition and equipping of the Project, and related expenses, all as set forth in the provisions of the Agreement hereinafter defined; and

WHEREAS, It is estimated that the cost of acquisition and equipping of the Project, and related expenses, including costs relating to the preparation and issuance of the City of Chicago, Illinois Industrial Revenue Bonds (Gold Eagle Co. Project) (the "Project Bonds"), will not be less than \$2,000,000; and

WHEREAS, The Project will create and preserve employment opportunities and promote the retention of an existing industrial business, consisting of the manufacture and distribution of automotive fluids and related products, within the boundaries of the Issuer; and

WHEREAS, The Issuer proposes to sell the Project Bonds upon a negotiated basis to The Mid-City National Bank of Chicago; and

WHEREAS, Payment of the principal of, premium, if any, and interest on the Project Bonds will be secured by a pledge and assignment of the Revenues (hereinafter defined) and further secured by the Mortgage (hereinafter defined) and by the Guaranty Agreement (hereinafter defined), until the outstanding principal amount of the Project Bonds has been reduced from the original principal amount of \$2,000,000 to \$1,000,000, in accordance with Section 3(c) hereof, provided that the Company is in the same or better financial condition as that existing on the date of original delivery of the Project Bonds; now, therefore,

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

SECTION 1. Definitions. In addition to the words and terms elsewhere defined in this Bond Ordinance or in the Agreement, the Mortgage or the Indenture (all as hereinafter defined), the words and terms set forth below as used in this Bond Ordinance and in the Indenture shall have the following meanings, unless the context or use clearly indicates a different meaning or intent:

"Acquisition Fund" means the Acquisition Fund created and established in Section 6 hereof.

"Additional Bonds" means any industrial revenue bonds of the Issuer in addition to the Project Bonds which may be issued pursuant to and upon the conditions set forth in Section 8 hereof.

"Agreement" means the Loan Agreement between the Issuer and the Company, dated as of November 1, 1982, as from time to time supplemented or amended.

"Authorized Company Representative" means the person or persons at the time designated pursuant to the Agreement to act on behalf of the Company.

"Bond" or "Bonds" mean the Project Bonds and any Additional Bonds.

"Bond Fund" means the Bond Fund created and established in Section 7 hereof.

"Bondholder" or "holder" or "holder of Bonds" mean the bearer of a Coupon Bond which is not registered as to principal or the principal of which is registered to bearer, or the person in whose name a Coupon Bond registered as to principal is registered or a fully Registered Bond is registered, and "holder" when used with reference to a Coupon means the bearer of the Coupon.

"Bond Legislation" means (a) when used with reference to the Project Bonds, this Bond Ordinance; (b) when used with reference to an issue of Additional Bonds, this Bond Ordinance to the extent applicable and the legislation of the City Council providing for the issuance of such Additional Bonds; and (c) when used with reference to Bonds when Additional Bonds are outstanding, this Bond Ordinance and the legislation of the City Council providing for the issuance of such Additional Bonds; all as from time to time lawfully supplemented or amended.

"Bond Purchase Agreement" means the Bond Purchase Agreement by and between the Issuer, the Original Purchaser and the Company, dated as of November 1, 1982, as from time to time supplemented or amended.

"Bond Service Charges" means, for any time period, the principal of, premium, if any, and interest on the Bonds for such time period.

"City Council" means the City Council of the Issuer.

"Code" means the Internal Revenue Code of 1954, as amended, and references to the Code and Sections of the Code shall include relevant regulations and proposed regulations thereunder and any successor provisions to such Sections, regulations or proposed regulations.

"Company" means Gold Eagle Co., a corporation for profit duly organized and validly existing under the laws of the State, and any surviving, resulting or transferee entity as provided in Section 5.4(d) of the Agreement.

"Coupon" or "interest coupon" mean any of the coupons issued hereunder evidencing the installments of interest on the applicable Coupon Bond.

"Enabling Ordinance" means Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended.

"Eligible Investments" means the investments specified in Section 3.5 of the Agreement; provided that any such investment or deposit is not prohibited by applicable law.

"Executive" means the Mayor of the Issuer.

"Guaranty Agreement" means the Guaranty Agreement between and among Robert F. Hirsch and Richard M. Hirsch, as guarantors, and the Trustee, dated as of November 1, 1982, as from time to time supplemented or amended.

"Indenture" means the Trust Indenture between the Issuer and the Trustee, dated as of November 1, 1982, including the bond Legislation as part thereof, as from time to time supplemented or amended.

"Interest Payment Date" means March 1, June 1, September 1 and December 1 of each year during the term of the Agreement, commencing on March 1, 1983, on which dates interest payments on the Bonds are due and payable.

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

"Loan" means the loan by the Issuer to the Company of the proceeds from the sale of the Bonds pursuant to the Agreement.

"Loan Payments" means the amounts required to be paid by the Company pursuant to Section 4.2(a) of the Agreement for repayment of the Loan.

"Mortgage" means the Mortgage, Assignment of Rents, Security Agreement and Financing Statement between the Company, as mortgagor, and the Issuer, as mortgagee, dated as of November 1, 1982, as from time to time supplemented or amended.

"Original Purchaser" or "Original Purchasers" mean, as to the Project Bonds, the Mid-City National Bank of Chicago, and, as to Additional Bonds, the person or persons identified as such in the applicable Bond Legislation providing for the issuance of such Additional Bonds.

"Outstanding Bonds" or "Bonds outstanding" or "outstanding" as applied to Bonds, mean, as of any date, all Bonds which have been authenticated and delivered by the Trustee under the Indenture except:

- (a) Bonds surrendered for and replaced upon exchange or transfer, or cancelled because of payment or redemption prior to maturity, at or prior to such date;
- (b) Bonds for the payment, redemption or purchase for cancellation of which sufficient moneys have been deposited prior to such date with the Trustee (whether upon or prior to the maturity, prepayment or redemption date of any such Bonds), or which are deemed to have been paid and discharged pursuant to the provisions of the Indenture; provided that if such Bonds are to be paid or redeemed prior to the maturity thereof, notice of such payment or redemption shall have been given or arrangements to the reasonable satisfaction of the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and
- (c) Bonds in lieu of which others have been authenticated (or payment, when due, of which is made without replacement) under Section 2.05 of the Indenture.

"Paying Agent" means, as to the Project Bonds, the Trustee, and, as to Additional Bonds, any bank or trust company designated as such by or pursuant to the applicable Bond Legislation, and their successors designated pursuant to the Indenture.

"Person" or words importing persons mean and include firms, associations, partnerships (including limited partnerships), societies, trusts (public or private), corporations or other legal entities, including public or governmental bodies, as well as natural persons.

"Prime Rate" means the rate of interest then most recently announced by the Original Purchaser as its prime rate, to be adjusted on each Interest Payment Date for the quarterly period commencing on each such Interest Payment Date.

"Project" means the land and building, structures, additions, improvements, facilities, fixtures, fittings, machinery, apparatus, installations, equipment and other property situated thereon, and easements and appurtenances thereto, as more particularly described in the Description of the Project attached as Exhibit A to the Agreement.

"Project Bonds" means the \$2,000,000 aggregate principal amount of City of Chicago, Illinois Industrial Revenue Bonds (Gold Eagle Co. Project), dated the date of original delivery thereof and authorized to be issued pursuant to the Bond Ordinance and the Indenture.

"Registered Bonds" means Bonds registered in the name of the holder, including Coupon Bonds registered as to principal (except to bearer) and fully Registered Bonds; and "fully Registered Bonds" mean Bonds without Coupons registered as to both principal and interest.

"Revenues" means (a) the Loan Payments, (b) subject to the provisions of Sections 3.04 and 8.02 of the Indenture with respect to the Trustee holding moneys for the benefit of the holders of particular Bonds, all other moneys received or to be received by the Issuer, or the Trustee for the account of the Issuer, in respect of repayment of the Loan, including moneys in the Bond Fund, (c) unexpended moneys in the Acquisition Fund, and (d) all income and profit from the investment of the Loan Payments and all other moneys held under the Indenture.

"State" means the State of Illinois.

"Trustee" means the trustee under the Indenture, originally the Mid-City National Bank of Chicago, a banking association duly organized and validly existing under the laws of the United States of America and authorized to exercise corporate trust powers in the State, with its principal corporate trust office located in Chicago, Illinois, and any successor trustee as determined or designated pursuant to the Indenture and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party.

Any reference herein to the Issuer, to the City Council, or to any member or official of either, shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Illinois Revised Statutes, or to a section, provision or chapter of the laws of the Issuer shall include such section, provision or chapter as from time to time amended, modified, revised, supplemented, or superseded; provided, that no such change in said Constitution or laws shall be applicable solely by reason of this provision if such change in any way constitutes an impairment of the rights or obligations of the Issuer, the bondholders, the Trustee or the Company under this Bond Ordinance, the Bond Purchase Agreement, the Bonds, the Agreement, the Mortgage or the Indenture, or any other document executed in connection with any of the foregoing, including, without limitation, any alteration of the obligation to pay the Bond Service Charges in the amount and manner, at the times, and from the sources provided in this Bond Ordinance and the Indenture, except as otherwise herein permitted.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder," and similar terms refer to the Bond Legislation and the Indenture; and the term "hereafter" means after,

and the term "heretofore" means before, the effective date of this Bond Ordinance. Words of the masculine gender include the feminine and the neuter and when the sense so indicates, words of the neuter gender may refer to any gender.

The captions and headings in this Bond Ordinance shall be solely for convenience of reference and in no way define, limit or describe the scope or intent of any provisions or sections of this Bond Ordinance.

SECTION 2. Determinations of City Council. The City Council does hereby determine that (a) the Project is an "industrial development project" as defined in the Enabling Ordinance; (b) the acquisition and equipping of the Project is in furtherance of the purposes of the Enabling Ordinance and will promote the general welfare of the Issuer and its inhabitants by creating and preserving employment opportunities and promoting the retention of an existing industrial business within the boundaries of the Issuer; (c) the provision of loan assistance to the Company for financing the cost of acquisition and equipping of the Project is hereby authorized and will require the issuance, sale and delivery of the Project Bonds and hereafter may require the Issuer's best efforts to issue, sell and deliver Additional Bonds, all of which Bonds shall be subject to such other terms and conditions as provided herein and in the Indenture.

SECTION 3. Authorization and Terms of Project Bonds. It is hereby determined to be necessary to, and the Issuer shall, issue, sell and deliver, as provided and authorized herein and in the Indenture and pursuant to the authority of the Enabling Ordinance, the Project Bonds for the purpose of making a loan of the proceeds thereof to the Company in order to assist the Company in financing the cost of acquisition and equipping of the Project. The Project Bonds may be issued in an aggregate principal amount not to exceed \$2,000,000. The Project Bonds shall be designated "\$2,000,000 City of Chicago, Illinois Industrial Revenue Bonds (Gold Eagle Co. Project)". The Issuer may also issue, sell and deliver Additional Bonds on a parity with the Project Bonds for the purposes and in the manner provided in Section 8 of this Bond Ordinance.

(a) Forms, Numbering, Denomination and Date. The Project Bonds shall be initially issued in fully registered form, shall be in substantially the forms attached hereto as Exhibit A, shall be exchangeable for fully Registered Bonds or Coupon Bonds in the manner and on the terms provided in the Indenture, and shall be numbered as determined by the City Clerk. Project Bonds in coupon form shall be in the denomination of \$5,000 each, shall be registrable as to principal, and shall be dated the date of original delivery thereof. Project Bonds in fully registered form shall be in the denomination of \$5,000 and any multiple thereof, and shall be dated as of the date of original delivery thereof if authenticated prior to the first Interest Payment Date on the Project Bonds, and otherwise shall be dated as of the Interest Payment Date next preceding the date of their authentication, except that if authenticated on an Interest Payment Date, they shall be dated as of such date of authentication; and provided further that if at the time of authentication interest thereon is in default, they shall be dated as of the date to which interest has been paid.

(b) Interest Rate. Each Project Bond shall bear interest from its date (computed on the basis of a 365, or when appropriate 366, day year for the actual number of days elapsed) on the unpaid principal amount thereof from time to time outstanding, payable on each Interest Payment Date, at the rate per annum which is then equal to seventy percent (70%) of the Prime Rate (the "Interest Rate"); to be adjusted quarterly on each Interest Payment Date (except as described below with respect to the period beginning on the date of original delivery of the Project Bonds (the "Closing Date") if the Closing Date is before November 30, 1982, and ending on November 30, 1982). If the Closing Date is before November 30, 1982, for the period beginning on the Closing Date and ending on November 30, 1982, the Interest Rate will equal seventy percent (70%) of the Prime Rate as of the Closing Date. Interest accruing during each quarterly calendar period thereafter shall be payable on each Interest Payment Date (commencing on March 1, 1983) at the Interest Rate in effect on the immediately preceding Interest Payment Date (initially December 1, 1982).

Subject to the provisions of the immediately succeeding paragraph, in the event of any Final Determination (as hereafter defined) with respect to the tax liability of any present or former holder of the Project Bonds that the interest on the Project Bonds is wholly or partially includable for federal income tax purposes in the gross income of any such holder (other than the event that such holder is a "substantial user" of the Project or a "related person" as those terms are used in Section 103(b)(10) of the Code), the Project Bonds shall, from the date on which such interest becomes taxable and until all of the Project Bonds shall have been paid, bear interest at a rate per annum equal to the sum of the Prime Rate plus 1 percent (1%) per annum, plus an amount sufficient to make such holder of the Project Bonds whole with respect to all penalties, interest and additions to tax required to be paid by such holder for failure to report for federal income tax purposes the interest on the Project Bonds, for the period during which such holder held the Project Bonds. As used herein, "Final Determination" shall be deemed to have occurred upon receipt by the Trustee or any present or former holder of the Project Bonds of a ruling or technical advice by the Internal Revenue Service in which the Company has participated or a written opinion of an attorney or firm of attorneys of recognized standing on the subject of municipal bonds selected by the Trustee and approved by the Company, which approval shall not be unreasonably withheld.

In the event of any change in the federal income tax laws which has the effect of eliminating the tax exempt status of the interest on the Project Bonds, from the date on which such adverse change becomes effective and until all of the Project Bonds shall have been paid or there has been a further change in the federal income tax laws restoring the tax exempt status of the interest on the Project Bonds, the Project Bonds shall bear interest at the rate per annum equal to the sum of the Prime Rate plus five-tenths of a percent (.5%) per annum. In the event of any change in the federal income tax laws which has any other adverse effect on the tax exempt status of the interest on the Project Bonds, the interest rate on the Project Bonds will be adjusted to reflect such adverse tax consequences to the holder and the Project Bonds shall bear such adjusted interest rate from the date on which such adverse change becomes effective and until all of the Project Bonds have been paid or there has been a further change in federal income tax laws eliminating such adverse effect on the tax exempt status of the interest on the Project Bonds.

(c) Principal Maturities. The Project Bonds shall mature on December 1 in the years and in the principal amounts as follows:

<i>Maturity</i>	<i>Principal Amount</i>	<i>Maturity</i>	<i>Principal Amount</i>
December 1, 1984	\$ 75,000	December 1, 1992	\$ 125,000
December 1, 1985	75,000	December 1, 1993	125,000
December 1, 1986	75,000	December 1, 1994	200,000
December 1, 1987	75,000	December 1, 1995	200,000
December 1, 1988	75,000	December 1, 1996	200,000
December 1, 1989	125,000	December 1, 1997	200,000
December 1, 1990	125,000	December 1, 1998	200,000
December 1, 1991	125,000		

(d) Redemption Provisions. The Project Bonds are subject to optional redemption by and at the option of the Issuer, at the direction of the Company, prior to stated maturity, in whole or in part in the amount of \$25,000 or any multiple thereof, at any time, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date.

The Project Bonds are also subject to extraordinary optional redemption prior to stated maturity in the event of the exercise by the Company of its option to direct such redemption upon the occurrence of any of the events specified in Section 6.1 of the Agreement. If called for redemption upon the occurrence of any such events, the Project Bonds shall be subject to redemption by the Issuer as provided in Section 6.2(b) of the Agreement on the next succeeding Interest Payment Date, in whole or in part, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date.

The Bonds are subject to mandatory redemption prior to stated maturity at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date, on the next succeeding Interest Payment Date after the occurrence of any of the following and upon the written request of the holders of not less than 66-2/3% of the aggregate principal amount of the Project Bonds then outstanding: (1) the Company transfers its major account with the Mid-City National Bank of Chicago to another financial institution, (2) both Robert F. Hirsch and Richard M. Hirsch, the current President and Vice President, respectively, of the Company, cease to be actively involved in, and in control of, the management of the Company, or (3) Robert F. Hirsch, Richard M. Hirsch, and the Trustees of the Trust created under the Last Will and Testament of Armin Hirsch ("Armin Hirsch Trustees"), provided that the same is then for the benefit of the widow and/or the descendants of Armin Hirsch, in the aggregate, cease to own at least 70% of the shares of outstanding capital stock of the company entitled to vote. For the purposes of subpart (3) of the preceding sentence, the following provisions shall apply:

- (a) any shares of outstanding capital stock of the Company entitled to vote, owned by either of Robert F. Hirsch or Richard M. Hirsch, or any of their spouses, children, or trusts created by either of them, solely for any of themselves, their spouses, or children, shall be deemed to be owned by them;
- (b) any shares of outstanding capital stock in the Company entitled to vote, currently owned by the Armin Hirsch Trustees, distributed to either Robert F. Hirsch or Richard M. Hirsch, any of their spouses, children, or trusts created by either of them, solely for any of themselves, their spouses, or children, shall be included in the determination required in subpart (3) of the preceding sentence; and
- (c) in the event that, upon the death of either Robert F. Hirsch or Richard M. Hirsch, the shares of outstanding capital stock in the Company entitled to vote now owned by such decedent are acquired by the Company, the share of ownership required under subpart (e) of the preceding sentence shall be deemed to be 51%.

If less than all of the outstanding Project Bonds are called for redemption at one time, they shall be called in inverse order of stated maturities as set forth in paragraph (c) of this Section 3.

Notice of the call for redemption of Project Bonds, identifying by designation, letters, numbers, or other distinguishing marks, the Project Bonds, or portions of fully registered Project Bonds, to be redeemed, the amount of principal being redeemed, the redemption price to be paid, the date fixed for redemption and the place or places where the amounts due upon such redemption are payable, shall be given by the Trustee on behalf of the Issuer by at least two publications in a newspaper or financial journal of national circulation published in the City of Chicago and State of Illinois, the first such publication to be not less than thirty days prior to the redemption date, and, in the case of the redemption of Project Bonds at the time in fully registered form or in coupon form registered as to principal, by mailing a copy of the redemption notice by first class mail, postage prepaid, at least twenty days prior to the date fixed for redemption to the registered owner of each such Project Bond to be redeemed at the address shown on the registration books kept by the Trustee; provided, that failure to give or receive such notice by mailing, or any defect in such notice, shall not affect the validity of any proceedings for the redemption of the Project Bonds. If, because of the temporary or permanent suspension of publication or national circulation of the appropriate newspaper or financial journals or for any other reason, it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice. In the event that all of the Project Bonds to be redeemed are in fully registered form, notice of the call for redemption may be given by mailing a copy of the redemption notice by first class mail, postage prepaid, at least twenty days prior to the date fixed for redemption to the holder or holders thereof at the addresses shown on the registration books kept by the Trustee and published notice of the call for redemption need not be given; provided, that failure to give or receive such

notice to any Bondholder by mailing, or any defect in such notice to any Bondholder, shall not affect the validity of the proceedings for the redemption of any of the other Project Bonds.

Bond Service Charges on the Project Bonds shall be payable, without deduction for the services of any Paying Agent, at the corporate trust office of the Trustee, except that interest on the fully registered Project Bonds shall be payable by check or draft mailed to the registered holder thereof at its address as it appears on the registration books kept by the Trustee.

The Project Bonds shall be executed by the manual or facsimile signature of the Executive and attested by the manual signature of the City Clerk, and the corporate seal of the Issuer shall be affixed thereto or imprinted thereon. All Coupons shall be executed on behalf of the Issuer by the facsimile signature of the City Clerk.

SECTION 4. Terms of All Bonds. All Bonds shall bear such designations as may be necessary to distinguish them from Bonds of any other series. Bond Service Charges on all Bonds shall be payable in lawful money of the United States of America. All Bonds shall be negotiable instruments, subject to applicable provisions for transfer and registration, and shall express on their faces the purpose for which they are issued and such other statements or legends as may be required by law.

Subject to provisions of the applicable Bond Legislation, Bonds shall be issuable as Coupon Bonds registrable as to principal or as fully Registered Bonds, and may be exchanged as between forms, all as provided in the Indenture.

All Bonds and Coupons thereon shall be executed in the manner provided in the Bond Legislation authorizing their issuance or in the manner provided by the applicable law in effect at the time of their issuance. In case any officer whose signature or a facsimile of whose signature shall appear on any Bond or Coupon shall cease to be such officer before the issuance and delivery of or payment for such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until that time.

Unless otherwise provided in the Bond Legislation authorizing the issuance of Additional Bonds, notice of call for redemption of all Bonds shall be given in the manner provided in Section 3(d) hereof for the notice of call for redemption of the Project Bonds. If Bonds or portions of fully Registered Bonds are duly called for redemption and if on such redemption date moneys for the redemption of all Bonds to be redeemed, together with accrued interest thereon to the redemption date, shall be held by the Trustee or Paying Agents so as to be available therefor, then from and after such redemption date such Bonds or portions of fully Registered Bonds shall cease to bear interest and any Coupon for interest thereon maturing subsequent to the redemption date shall be void.

Except as otherwise expressly provided herein and in the Indenture, the Project Bonds shall be equally and ratably payable solely from the Revenues, shall be secured by a pledge of the Revenues and further secured by the Mortgage and the Guaranty Agreement. The payment terms of and security for the Additional Bonds shall be as provided in the Bond Legislation and in the Indenture. Anything in the Bond Legislation, the Bonds or the Indenture to the contrary notwithstanding, nothing contained in the Bond Legislation, the Bonds, or the Indenture shall constitute an indebtedness of the Issuer or a loan of credit of the Issuer within the meaning of any constitutional or statutory provision, and each Bond shall contain on the face thereof a statement to that effect and that it has been issued under the provisions of the Enabling Ordinance and that the Bonds are payable solely from the Revenues.

SECTION 5. Sale of Project Bonds. The Project Bonds are awarded and are to be sold and delivered to the Original Purchaser, in accordance with the Bond Purchase Agreement, at a price of 100% of the principal amount thereof. The Executive, the City Clerk and the Clerk of the City Council are authorized and directed to make the necessary arrangements with the Original Purchaser to

establish the date, location, procedure and conditions for the delivery of the Project Bonds to the Original Purchaser, and to take all steps necessary to effect due issuance, execution and delivery to the Trustee of the Project Bonds, for authentication and delivery thereof to the Original Purchaser, under the terms of this Bond Ordinance and the Indenture, to the extent not provided for in the Bond Purchase Agreement; provided that the terms hereof shall control in the event of any inconsistency with the terms of the Bond Purchase Agreement. It is hereby determined that the price for and the terms of the Project Bonds, and the sale thereof, all as provided in this Bond Ordinance, are in the best interest of the Issuer and in compliance with all legal requirements.

SECTION 6. Allocation of Proceeds of Project Bonds - Acquisition Fund. All of the proceeds from the sale of the Project Bonds (including any accrued interest thereon) shall be allocated, deposited, and credited as follows:

- (a) To the Bond Fund, accrued interest, if any, paid by the Original Purchaser.
- (b) To the Acquisition Fund, the balance of the proceeds of the Project Bonds.

There is created by the Issuer and ordered maintained as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Industrial Revenue Bonds (Gold Eagle Co. Project) Acquisition Fund" (the "Acquisition Fund"). Moneys in the Acquisition Fund may be invested as provided in Section 10 hereof and shall be disbursed in accordance with the provisions of Section 3.3 of the Agreement. The Trustee is authorized and directed to make any such disbursement from the Acquisition Fund in accordance with the provisions of the Agreement.

The moneys and Eligible Investments to the credit of the Acquisition Fund shall, pending disbursement pursuant to the Agreement, constitute a part of the Revenues pledged and assigned to the Trustee as security for the payment of the Bond Service Charges.

SECTION 7. Sources of Payment - Bond Fund. As provided in the Agreement, Bond Service Charges, as they come due, shall be payable (i) in the first instance, from the Loan Payments to be made by the Company directly to the Trustee for the account of the Issuer pursuant to the terms of the Agreement and deposited in the Bond Fund, (ii) if such Loan Payments are not made or moneys then on deposit in the Bond Fund and available for such purposes are insufficient to meet such Bond Service Charges, from other Revenues to the extent then available and (iii) from any other source lawfully available to the Trustee, including proceeds from the sale or liquidation of any collateral pursuant to the Mortgage and from payments under the Guaranty Agreement.

There is created by the Issuer and ordered maintained as a separate deposit account (except when invested as hereinafter provided) in the custody of the Trustee, a trust fund in the name of the Issuer to be designated "City of Chicago, Illinois Industrial Revenue Bonds (Gold Eagle Co. Project) Revenue Bond Fund" (the "Bond Fund"). The Bond Fund (and accounts therein provided for in the Indenture or in the Agreement) and the moneys and Eligible Investments therein are hereby pledged to and shall be used solely and exclusively for the payment of Bond Service Charges as they fall due on each Interest Payment Date and at stated maturity or by redemption, prepayment or acceleration, all as provided herein and in the Indenture and the Agreement, provided that no part thereof (except as may otherwise be provided for herein, in the Indenture or the Agreement) shall be used to redeem, prior to maturity, any Bonds.

No later than the opening of Trustee's business on each Interest Payment Date, the Trustee shall transmit from moneys in the Bond Fund applicable thereto to any other Paying Agents, as appropriate, amounts sufficient to meet payments to be made by them of Bond Service Charges to be then due and payable; provided that to the extent that the amount needed by any other Paying Agent is not sufficiently predictable, the Trustee may make such credit arrangements with such Paying Agent as to permit meeting such payments.

There shall be deposited into the Bond Fund (and credited, if required by the Indenture or Agreement, to appropriate accounts therein), as and when received, (a) all Loan Payments, (b) all other Revenues except for the amounts required by the Bond Legislation, the Indenture, the Mortgage or the Agreement to be deposited into the Acquisition Fund or any separate insurance or condemnation proceeds account and (c) amounts, if any, transferred from the Acquisition Fund pursuant to Section 3.4 of the Agreement.

SECTION 8. Additional Bonds. The Issuer, at the request of the Company if the Company is not then in default under the Agreement and upon the consent of the holders of not less than 66-2/3% of the aggregate principal amount of the Bonds then outstanding, to the extent then permitted by law and for purposes consistent with the Enabling Ordinance:

- (a) shall, to the extent reasonably deemed necessary by the Issuer to create or maintain the character of the Project as furthering the purpose of the Enabling Ordinance, use its best efforts to issue Additional Bonds from time to time to provide for:
 - (i) completion of the acquisition or equipping of the Project, or
 - (ii) the acquisition for the Project of additional real estate or interests therein within the boundaries of the Issuer, repairs to the Project of a major nature arising from casualty or unanticipated conditions, or the acquisition, construction, enlargement, improvement, equipping, furnishing and installation of property to be used in connection with the Project and to be located on the Project Site as defined in the Mortgage, or any combination thereof or,
 - (iii) any combination of (i) and (ii), and
- (b) may issue Additional Bonds from time to time to provide for:
 - (i) the acquisition for the Project of additional real estate or interests therein within the boundaries of the Issuer, or the acquisition, construction, enlargement, improvement, equipping, furnishing and installation of property to be used in connection with the Project and to be located on the Project Site as defined in the Mortgage, or any combination thereof, or
 - (ii) refunding outstanding Bonds, or
 - (iii) any combination of the purposes described in clauses (a) and (b) hereof;

provided, that the proceeds of any Additional Bonds shall be used by the Company solely to pay permissible costs under the Enabling Ordinance and that the issuance of such Additional Bonds shall not result in the interest on the Bonds outstanding immediately prior to such issuance becoming subject to federal income tax. Before any Additional Bonds are authenticated there shall be delivered to the Trustee the items required by Section 2.08 of the Indenture and any necessary amendment of the Agreement to provide for increased Loan Payments so that the aggregate of the Loan Payments thereafter payable under the Agreement shall be sufficient in amount for all required payments into the Bond Fund in order to pay when due Bond Service Charges on all Bonds then outstanding, and for all additional payments by the Company under the provisions of the Agreement and the Bond Legislation.

SECTION 9. Covenants and Representations of Issuer. In addition to other covenants and representations of the Issuer contained in this Bond Legislation and the Indenture, the Issuer further covenants, represents and agrees as follows:

- (a) Payment of Bond Service Charges. The Issuer will, solely from the sources herein provided, pay or cause to be paid the Bond Service Charges on each and all Bonds on the dates, at the places and in the manner provided herein, in the applicable Bond Legislation and in the Bonds and Coupons.

(b) Performance of Covenants, Authority and Actions. The Issuer will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Bond Ordinance, the Agreement, the Mortgage, the Indenture and in any and every Bond issued, executed, authenticated and delivered, and in all proceedings of the City Council pertaining thereto, on its part to be observed or performed. The Issuer represents that it is, and upon delivery of the Project Bonds covenants that it will be, duly authorized by the Constitution and laws of the State and laws of the Issuer, including particularly and without limitation the Enabling Ordinance, to issue, sell and deliver the Project Bonds, to execute and deliver the Bond Purchase Agreement, the Agreement, the Mortgage, the Indenture and other documents to which it is a party and as authorized by Section 12 hereof, and to provide the security for payment of the Bond Service Charges in the manner and to the extent herein and in the Indenture set forth; that all actions on its part for the issuance, sale and delivery of the Project Bonds and execution and delivery of the Bond Purchase Agreement, the Agreement, the Mortgage, the Indenture and such other documents have been or will be duly and effectively taken; and that the Bonds and any Coupons appertaining thereto in the hands of the holders thereof will be valid and enforceable limited obligations of the Issuer according to the terms thereof. Each obligation of the Issuer required to be undertaken pursuant to this Bond Ordinance, the Bond Purchase Agreement, the Agreement, the Mortgage, the Indenture and the Bonds is binding upon the Issuer, and such official or employee thereof as may from time to time have the authority under law to take such actions as may be necessary to perform all or any part of such obligation.

(c) Revenues and Assignment of Revenues. Except as otherwise provided in this Bond Ordinance, the Agreement, the Mortgage and the Indenture, the Issuer will not pledge or assign the Revenues or create or permit to be created any debt, lien or charge thereon other than the pledge and assignment thereof under this Bond Ordinance and the Indenture.

(d) Recordings and Filings. The Company will cause the Mortgage and any related documents, instruments and financing statements relating to the pledge and assignment made by the Issuer in the Indenture to secure the Bonds, to be recorded and filed in such manner, at such times and in such places as may be required by law in order to fully preserve and protect the security of the holders of the Bonds and the rights of the Trustee under the Agreement, the Mortgage and the Indenture.

(e) Inspection of Project Books. All books and documents in the Issuer's possession relating to the Project and the Revenues shall at all times during the Issuer's regular business hours be open to inspection by such accountants or other agents of the Trustee as the Trustee may from time to time designate.

(f) List of Bondholders. To the extent that such information shall be made known to the Issuer under the terms of this subsection, the Issuer will keep or arrange to have kept on file at the corporate trust office of the Trustee a list of names and addresses of the last known holders of Bonds payable to bearer. Any Bondholder may in writing addressed to the Issuer or Trustee request that his name and address be placed on said list, which request shall include a statement of the principal amount of Bonds held by such holder and identifying, by number and series designation, such Bonds. Neither the Issuer nor the Trustee shall be under any responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company, or by holders (or a designated representative thereof) of twenty-five percent (25%) or more in principal amount of Bonds then outstanding, such holding and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

(g) Rights and Enforcement of the Agreement. The Trustee, in its name or in the name of the Issuer, may, for and on behalf of the Bondholders, enforce all rights of the Issuer, except the Issuer's rights under Sections 4.2(b), 5.3 and 7.3 of the Agreement as provided in the Agreement, and all obligations of the Company under and pursuant to the Agreement, whether or not the Issuer is

in default of the pursuit or enforcement of such rights and obligations. However, the Issuer shall do all things and take all actions on its part necessary to comply with the obligations, duties and responsibilities on its part under the Agreement, and will take all actions within its authority to keep the Agreement in effect in accordance with the terms thereof.

(h) Arbitrage Provisions and Transcript of Proceedings. The Issuer will restrict the use of the proceeds of the Project Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of the delivery of and payment for the Project Bonds, so that the Project Bonds will not constitute arbitrage bonds under Section 103(c) of the Internal Revenue Code and the regulations prescribed thereunder. The City Clerk or any other official having responsibility for issuing the Project Bonds is authorized and directed, alone or in conjunction with any of the foregoing or with any other official, employee, consultant or agent of the Issuer or with the Company, to give an appropriate certificate of the Issuer, for inclusion in the transcript of proceedings for the Project Bonds, setting forth the reasonable expectations of the Issuer regarding the amount and use of the proceeds of the Project Bonds and the facts, estimates and circumstances on which they are based, such certificate to be premised on the reasonable expectations and the facts, estimates and circumstances on which they are based as provided by the Company, all as of the date of delivery of and payment for the Project Bonds.

(i) Transcript of Proceedings. The Clerk of the City Council, or other appropriate official of the Issuer, shall furnish or cause to be furnished to the Original Purchaser a true transcript of all proceedings of the Issuer had with reference to the issuance of the Project Bonds, certified by said Clerk or other appropriate official, along with such information from the records as is necessary to determine the regularity and validity of the issuance of said Bonds.

(j) Federal Tax Election. The City Council elects to have the limitation on capital expenditures specified in Section 103 (b) (6) (D) of the Code applied to the Project Bonds, and the execution and filing with the Internal Revenue Service of a statement regarding such election, as provided for in such Code and the rules and regulations of the Internal Revenue Service, by the Executive or the City Clerk is hereby authorized, approved, ratified, and affirmed.

SECTION 10. Investment of Bond Fund and Acquisition Fund. Moneys in the Bond Fund and the Acquisition Fund shall be invested and reinvested by the Trustee in any Eligible Investments at the oral or written direction of the Authorized Company Representative, provided that investments of moneys in the Bond Fund shall mature or be redeemable at the option of the Trustee at the times and in the amounts necessary to provide moneys to pay Bond Service Charges as they fall due at stated maturity or by redemption, prepayment or acceleration, and that each investment of moneys in the Acquisition Fund shall in any event mature or be redeemable at the option of the Trustee at such time as may be necessary to make payments from said Fund. Subject to any such directions with respect thereto, the Trustee may from time to time sell such investments and reinvest the proceeds therefrom in Eligible Investments maturing or redeemable as aforesaid. Any such investments may be purchased from or sold to the Trustee or any commercial bank affiliated with the Trustee. The Trustee shall sell or redeem investments standing to the credit of the Bond Fund to produce sufficient moneys applicable hereunder to and at the times required for the purposes of paying Bond Service Charges when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any such order. An investment made from moneys credited to the Bond Fund or the Acquisition Fund shall constitute part of the respective Fund and such respective Fund shall be credited with all proceeds of sale and income from such investment. For purposes of this Bond Ordinance and the Indenture, such investments shall be valued at face amount or market value, whichever is less.

SECTION 11. Execution and Delivery of Bond Purchase Agreement, Agreement, Mortgage and Indenture. In order to provide for the issuance and sale of the Project Bonds and the consummation of the transactions contemplated thereby, the Executive and the City Clerk or the Clerk of the City Council are hereby authorized and directed to execute and deliver, in the name and on behalf of

the Issuer, the Bond Purchase Agreement, the Agreement, the Mortgage and the Indenture in substantially the forms thereof submitted to the City Council, which instruments are hereby approved, with such changes therein not inconsistent with this Bond Ordinance and not substantially adverse to the Issuer as may be permitted by the Enabling Ordinance and approved by the officials executing the same on behalf of the Issuer. The approval of such changes by said officials, and the determination that such are not substantially adverse to the Issuer, shall be conclusively evidenced by the execution of such revised instruments.

SECTION 12. Execution and Delivery of Other Documents. The Executive, the City Clerk and the Clerk of the City Council, as appropriate, are further authorized and directed to execute and deliver such certificates, financing statements, assignments and instruments as are, in the opinion of Bond Counsel, necessary or appropriate to perfect the pledge and assignment set forth in the Indenture and to consummate the transactions contemplated by this Bond Ordinance, the Bond Purchase Agreement, the Agreement, the Mortgage and the Indenture.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Bond Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 14. Captions. The captions or headings of this Bond Ordinance are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Bond Ordinance.

SECTION 15. Provisions in Conflict Repealed. All ordinances, resolutions, and orders, or part thereof, in conflict with the provisions of this Bond Ordinance are, to the extent of such conflict, hereby repealed, and this Bond Ordinance shall be published by the City Clerk as required by law, and copies hereof shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Bond Ordinance, and this Bond Ordinance shall be effective immediately upon its adoption and approval as provided by law.

Exhibit A attached to this ordinance reads as follows:

"EXHIBIT A"

FORM OF REGISTERED BOND

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

\$2,000,000

City of Chicago, Illinois
Industrial Revenue Bonds
(Gold Eagle Co. Project)

No. R- _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois (the "Issuer"), a municipality and home rule unit of government duly organized and validly existing under the Constitution and laws of the State of Illinois, for value received, promises to pay, but solely from the sources and in the manner as hereinafter provided, to the order of _____, or registered assigns the principal amount of _____ DOLLARS (\$ _____) on, unless called for earlier redemption, _____, 19____, and to pay from said sources interest hereon from the date hereof at the rates and at the times described below until the principal amount hereof is paid or has been provided for.

This Bond shall bear interest (computed on the basis of a 365, or when appropriate, 366 day year for actual days elapsed) on the principal amount from time to time remaining unpaid from the date hereof until the principal amount is paid or has been provided for, at a rate per annum equal to seventy percent (70%) of the rate of interest then most recently announced by The Mid-City National Bank of Chicago (the "Bank"), Chicago, Illinois, as its prime rate (the "Prime Rate") in effect from time to time (to be adjusted on each December 1, March 1, June 1, and September 1 of each year for the quarterly interest payment period commencing on each such date, except as described below with respect to the period beginning on the date of original delivery of the Bonds (the "Closing Date") and ending on _____, 1982), until the principal amount is paid or has been provided for. For the period beginning on the Closing Date and ending on _____, 1982, the interest rate on this Bond will equal seventy percent (70%) of the Prime Rate as of the Closing Date. Accrued interest on this Bond will be payable on March 1, 1983, and on June 1, September 1, December 1 and March 1 of each year thereafter until the principal amount hereof is paid or has been provided for.

Subject to the provisions of the immediately succeeding paragraph, in the event of any final determination, as defined below, with respect to the tax liability of any present or former holder of this Bond, that the interest on the Issuer's \$2,000,000 Industrial Revenue Bonds (Gold Easel Co. Project) (the "Bonds") is wholly or partially includable for federal income tax purposes in the gross income of such holder (other than the event that such holder is a "substantial user" of the Project or a "related person" as those terms are used in Section 103(b) (10) of the Internal Revenue Code of 1954, as amended), the Bonds shall, from the date on which such interest becomes taxable and until all of the Bonds shall have been paid, bear interest at the rate per annum equal to the sum of the Prime Rate plus one percent (1%) per annum, plus an amount sufficient to make such holder whole with respect to all penalties, interest and additions to tax required to be paid by such holder for failure to report for federal income tax purposes the interest on the Bonds, for the period during which such holder held the Bonds. As used herein, a "final determination" shall be deemed to have occurred upon the receipt by the Bank, as trustee (the "Trustee") under the Trust Indenture (the "Indenture") dated as of November 1, 1982 between the Issuer and the Trustee or any present or former holder of the Bonds of a ruling or technical advice by the Internal Revenue Service in which the Company has participated or a written opinion by an attorney or firm of attorneys of recognized standing on the subject of municipal bonds, selected by the Trustee and approved by the Company, which approval should not be unreasonably withheld.

In the event of any change in the federal income tax laws which has the effect of eliminating the tax exempt status of the interest on the Bonds, from the date on which such adverse change becomes effective and until all of the Bonds shall have been paid or there has been a further change in the federal income tax laws restoring the tax exempt status of the interest on the Bonds, the Bonds shall bear interest at the rate per annum equal to the sum of the Prime Rate plus five-tenths of a percent (.5%) per annum. In the event of any change in the federal income tax laws which has any other adverse effect on the tax exempt status of the interest on the Bonds, the interest rate on the Bonds will be adjusted to reflect such adverse tax consequences to the holder and the Bonds shall bear such adjusted interest rate from the date on which such change becomes effective and until all of the bonds have been paid or there has been a further change in federal income tax laws eliminating such adverse effect on the tax exempt status of the interest on the Bonds.

Principal of and interest on this Bond are payable in lawful money of the United States of America without deduction for the services of the paying agent. Principal hereon is payable at the principal corporate trust office of the Trustee or at the duly designated office of any successor trustee or paying agent appointed under the Indenture. Interest on this Bond shall be paid by certified or official bank check or draft mailed to the registered holder hereof at its address as it appears on the registration books of the Issuer kept by the Trustee.

This Bond is one of a duly authorized issue of City of Chicago, Illinois Industrial Revenue Bonds (Gold Eagle Co. Project) issued in the aggregate principal amount of \$2,000,000 pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), an ordinance duly enacted by the City Council of the Issuer on _____, 1982 (the "Bond Ordinance") and the Indenture for the purpose of providing funds to assist Gold Eagle Co. (the "Company"), a corporation for profit duly organized and validly existing under the laws of the State of Illinois, in financing the cost of acquisition and equipping of certain land and buildings, structures, additions, improvements, facilities, fixtures, fittings, machinery, apparatus, installations, equipment and other property situated thereon, and easements and appurtenances thereto (collectively, the "Project") and expenses incidental thereto, in order to create and preserve employment opportunities and promote retention of an existing industrial business located within the boundaries of the Issuer. The proceeds of the Bonds will be loaned by the Issuer to the Company under the terms of the Loan Agreement (the "Agreement") dated as of November 1, 1982 between the Issuer and the Company.

The Company's obligation under the Agreement to make prompt payments, when due, of amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds are secured by a Mortgage, Assignment of Rents, Security Agreement and Financing Statement (the "Mortgage"), dated as of November 1, 1982, between the Company, as Mortgagor, and the Issuer, as Mortgagee. Payment of the principal of, premium, if any and interest on the Bonds is secured by a Guaranty Agreement (the "Guaranty Agreement") between and among Robert F. Hirsch and Richard M. Hirsch, as guarantors, and the Trustee, until the outstanding principal amount of the Bonds has been reduced from the original outstanding principal amount of \$2,000,000 to \$1,000,000, provided that the Company is then in the same or better financial condition as that existing on the Closing Date.

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of the Indenture duly executed and delivered by the Issuer to the Trustee. Pursuant to the Indenture, all payments due from the Company to the Issuer under the Agreement (other than payments to the Issuer pursuant to Sections 4.2(b), 5.3 and 7.3 of the Agreement), the interest of the Issuer in all moneys and investments in the Acquisition Fund and Bond Fund (both as defined in the Indenture), in the proceeds derived from the sale of the Bonds and in any securities in which moneys in said Acquisition Fund and Bond Fund are invested, and the proceeds derived therefrom, all right, title and interest of the Issuer under, in and to the Agreement, except under Sections 4.2(b), 5.3 and 7.3 thereunder, and all right, title and interest of the Issuer under, in and to the Mortgage are pledged and assigned to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Bond Ordinance and the Indenture provide that the Issuer may hereafter issue from time to time Additional Bonds as defined therein under certain terms and conditions contained therein. Reference is hereby made to the Bond Ordinance, the Mortgage, the Indenture and the Guaranty Agreement for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Company, the Trustee and the Bondholders, the issuance of Additional Bonds and the terms upon which the Bonds are issued and payment thereof is secured.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois and the laws of the Issuer, including, without limitation, the Enabling Ordinance. The Bonds and any interest coupons attached thereto and the Issuer's obligation to pay principal thereof and interest thereon are limited obligations of the Issuer and are payable by the Issuer solely from revenues and receipts derived by the Issuer pursuant to the Agreement and otherwise as provided in the Bond Ordinance, the Agreement, the Mortgage, the Indenture and the Guaranty Agreement. The Bonds and any interest coupons attached thereto and the Issuer's obligation to pay principal thereof and interest thereon are not and shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general credit or taxing powers thereof, within the meaning of any constitutional or statutory provision of the State of Illinois, but shall be payable solely from revenues and receipts

derived by the Issuer pursuant to the Agreement and otherwise as provided in the Bond Ordinance, the Agreement, the Mortgage, the Indenture and the Guaranty Agreement. Payments sufficient for the prompt payment, when due, of the principal of, premium, if any, and interest on the Bonds as provided in the Bond Ordinance are required by the Agreement to be paid by the Company to the Trustee for the account of the Issuer and deposited into a trust fund designated "City of Chicago, Illinois Industrial Revenue Bonds (Gold Eagle Co. Project) Revenue Bond Fund," and have been duly pledged and assigned by the Issuer to the Trustee for that purpose.

The Bonds are issuable as fully registered bonds without coupons in denominations of \$5,000 and any multiple thereof and as coupon bonds registerable as to principal in denominations of \$5,000. Subject to the limitations and upon payment of the charges provided in Section 2.04 of the Indenture, coupon Bonds and fully registered Bonds are interchangeable in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee.

This Bond is subject to optional redemption by and at the option of the Issuer, upon the direction of the Company, prior to stated maturity, in whole or in part in the amount of \$25,000 or any multiple thereof, at any time, at a redemption price of 100% of the principal amount hereof, plus accrued interest to the redemption date, all as provided in Section 3(d) of the Bond Ordinance.

This Bond is also subject to extraordinary optional redemption prior to stated maturity in the event of exercise by the Company of its option to direct such redemption upon occurrence of any of the events specified in Section 6.1 of the Agreement. If called for redemption upon the occurrence of any of such events, this Bond shall be subject to redemption by the Issuer on the next succeeding Interest Payment Date as defined in the Agreement, in whole or in part, as provided in Section 6.2(b) of the Agreement, at a redemption price equal to 100% of the principal amount hereof, plus accrued interest to the redemption date, all as provided in Section 3(d) of the Bond Ordinance.

This Bond is subject to mandatory redemption prior to stated maturity at a redemption price of 100% of the principal amount hereof, plus accrued interest to the redemption date, on any Interest Payment Date (as defined in the Bond Ordinance) after the occurrence of any of the following and upon written request of the holders of not less than 66-2/3% of the aggregate principal amount of the Bonds then outstanding: (1) the Company transfers its major account with the Bank to another financial institution, (2) both Robert F. Hirsch and Richard M. Hirsch, the current President and Vice President, respectively, of the Company cease to be actively involved in, and in control of, the management of the Company, or (3) Robert F. Hirsch, Richard M. Hirsch and the Trustees of the Trust created under the Last Will and Testament of Armin Hirsch ("Armin Hirsch Trustees"), provided that the same is then for the benefit of the widow and/or the descendants of Armin Hirsch, in the aggregate, cease to own at least 70% of the shares of outstanding capital stock of the Company entitled to vote. For the purposes of subpart (3) of the preceding sentence, the following provisions shall apply:

- (a) any shares of outstanding capital stock of the Company entitled to vote, owned by either of Robert F. Hirsch or Richard M. Hirsch, or any of their spouses, children, or trusts created by either of them, solely for any of themselves, their spouses, or children shall be deemed to be owned by them;
- (b) any shares of outstanding capital stock in the Company entitled to vote, currently owned by the Armin Hirsch Trustees, distributed to either Robert F. Hirsch or Richard M. Hirsch, any of their spouses, children, or trusts created by either of them, solely for any of themselves, their spouses, or children, shall be included in the determination required in subpart (3) of the preceding sentence; and

- (c) in the event that, upon the death of either Robert F. Hirsch or Richard M. Hirsch, the shares of outstanding capital stock in the Company entitled to vote now owned by such decedent are acquired by the Company, the share of ownership required under subpart (3) of the preceding sentence shall be deemed to be 51%.

Notice of the call for redemption of Bonds, identifying by designation, letters, numbers, or other distinguishing marks, the Bonds to be redeemed, the amount of principal being redeemed, the redemption price to be paid, the date fixed for redemption and the place or places where the amounts due upon such redemption are payable, shall be given by the Trustee in accordance with Section 3(d) of the Bond Ordinance.

All of the Bonds and portions of fully registered Bonds duly called for redemption will cease to bear interest on the specified redemption date, provided sufficient moneys for such redemption, together with interest thereon to the redemption date, are on deposit with the Trustee or any paying agent so as to be available therefor and any coupons for interest thereon maturing subsequent to said date shall be void and said Bonds and portions of fully registered Bonds and coupons shall no longer be protected by and shall not be deemed to be outstanding under the Indenture.

This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee in Chicago, Illinois, as bond registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in Section 2.04 of the Indenture, and upon surrender of this Bond. Upon such transfer, a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations, or coupon Bonds of the same series with coupons attached thereto representing all unpaid interest due or to become due thereon, or a combination of the foregoing, in an aggregate principal amount equal to the unmatured and unredeemed principal amount thereof, will be issued to the transferee in exchange therefor.

Except as provided in the Indenture, the holders of the Bonds are not entitled to institute, appear in or defend any suit, action or proceeding to enforce any provisions of the Indenture or to take any action with respect to any Event of Default under the Indenture.

If any Event of Default, as defined in the Indenture, shall occur, the principal of the Bonds then outstanding may be declared due and payable in the manner and with the effect provided by the Indenture, but subject to waiver of such Event of Default or rescission of such declaration as provided in Section 6.09 of the Indenture.

The Indenture permits certain amendments, changes, modifications and supplements to the Agreement, the Mortgage and the Indenture not prejudicial to the Bondholders to be made by the Issuer and the Trustee, but without notice to or the consent of the Bondholders, and other amendments, changes, modifications and supplements thereto (with certain exceptions as provided in the Indenture) to be made with the consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding. Any such consent by the holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall be binding upon the holders of the Bonds giving consent and upon all subsequent holders thereof and of any Bonds issued in exchange therefor, whether or not notation of such consent is made upon such Bonds, unless such consent is revoked as provided in the Indenture.

This Bond shall not become valid or obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by an authorized officer of the Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Illinois and the laws of the Issuer to be done or performed by the Issuer or to have happened precedent to and in the issuing of the Bonds or in the execution

and delivery of the Bond Purchase Agreement (as defined in the Agreement), the Agreement, the Mortgage and the Indenture in order to make them legal, valid and binding limited obligations of the Issuer in accordance with their terms have been done, performed and have happened in due time, form and manner as required by law; that payment in full for the Bonds has been received; that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation; and that the amounts payable under the Agreement and pledged and assigned under the Indenture to the payment of the principal of, premium, if any, and interest on this Bond and the issue of which it forms a part, as the same become due, will be sufficient in amount for that purpose.

The Bonds and any coupons appertaining thereto shall not constitute the personal obligation, either jointly or severally, of the members of the City Council of the Issuer or any other officials of the Issuer.

IN WITNESS WHEREOF, the City of Chicago, Illinois has caused this Bond to be executed on its behalf by its Mayor and to be attested by its City Clerk, with its official seal affixed hereto, all as of this ____ day of _____, 1982.

CITY OF CHICAGO, ILLINOIS

By _____
Mayor

[SEAL]

Attest:

By _____
City Clerk

(Form of Trustee's Certificate of Authentication)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Trust Indenture.

THE MID-CITY NATIONAL BANK
OF CHICAGO, as trustee

By _____
Authorized Trust Officer

(Form for Transfer)

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto _____ (Tax Identification or Social Security No. _____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in

every particular, without alteration or enlargement or any change whatsoever.

FORM OF COUPON BOND

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

CITY OF CHICAGO

\$2,000,000

City of Chicago, Illinois
Industrial Revenue Bonds
(Gold Eagle Co. Project)

No. R- _____

\$ _____

Know All Men By These Presents, that the City of Chicago, Illinois (the "Issuer"), a municipality and home rule unit of government duly organized and validly existing under the Constitution and laws of the State of Illinois, for value received, promises to pay, but solely from the sources and in the manner as hereinafter provided, to bearer, or if this Bond is registered (other than to bearer), to the registered holder hereof, the principal amount of _____ Dollars (\$ _____) on, unless called for earlier redemption, _____, 19____, and to pay from said sources interest hereon from the date hereof at the rates and at the times described below until the principal amount hereof is paid or has been provided for.

This Bond shall bear interest (computed on the basis of a 365, or when appropriate, 366 day year for actual days elapsed) on the principal amount from time to time remaining unpaid from the date hereof until the principal amount is paid or has been provided for, at a rate per annum equal to seventy percent (70%) of the rate of interest then most recently announced by The Mid-City National Bank of Chicago (the "Bank"), in Chicago, Illinois, as its prime rate (the "Prime Rate") in effect from time to time (to be adjusted on each December 1, March 1, June 1, and September 1 of each year for the quarterly interest payment period commencing on each such date, except as described below with respect to the period beginning on the date of original delivery of the Bonds (the "Closing Date") and ending on _____, 1982), until the principal amount is paid or has been provided for. For the period beginning on the Closing Date and ending on _____, 1982, the interest rate on this Bond will equal seventy percent (70%) of the Prime Rate as of the Closing Date. Accrued interest on this Bond will be payable on March 1, 1983, and on June 1, September 1, December 1 and March 1 of each year thereafter until the principal amount hereof is paid or has been provided for.

Subject to the provisions of the immediately succeeding paragraph, in the event of any final determination, as defined below, with respect to the tax liability of any present or former holder of this Bond, that the interest on the Issuer's \$2,000,000 Industrial Revenue Bonds (Gold Eagle Co. Project) (the "Bonds") is wholly or partially includable for federal income tax purposes in the gross income of such holder (other than the event that such holder is a "substantial user" of the Project or a "related person" as those terms are used in Section 103(b) (10) of the Internal Revenue Code of 1954, as amended), the Bonds shall, from the date on which such interest becomes taxable and until all of the Bonds shall have been paid, bear interest at the rate per annum equal to the sum of the Prime Rate plus one percent (1%) per annum, plus an amount sufficient to make such holder whole with respect to all penalties, interest and additions to tax required to be paid by such holder for failure to report for federal income tax purposes the interest on the Bonds, for the period during which such holder held the Bonds. As used herein, a "final determination" shall be deemed to have occurred upon the receipt by the Bank, as trustee (the "Trustee") under the Trust Indenture (the "Indenture") dated as of November 1, 1982 between the Issuer and the Trustee or any present or former holder of the Bonds of a ruling or a technical advice by the Internal Revenue Service in which the Company has participated or a written opinion by an attorney or firm of attorneys of

recognized standing on the subject of municipal bonds, selected by the Trustee and approved by the Company, which approval should not be unreasonably withheld.

In the event of any change in the federal income tax laws which has the effect of eliminating the tax exempt status of the interest on the Bonds, from the date on which such adverse change becomes effective and until all of the Bonds shall have been paid or there has been a further change in the federal income tax laws restoring the tax exempt status of the interest on the Bonds, the Bonds shall bear interest at the rate per annum equal to the sum of the Prime Rate plus five-tenths of a percent (.5%) per annum. In the event of any change in the federal income tax laws which has any other adverse effect on the tax exempt status of the interest on the Bonds, the interest rate on the Bonds will be adjusted to reflect such adverse tax consequences to the holder and the Bonds shall bear such adjusted interest rate from the date on which such change becomes effective and until all of the Bonds have been paid or there has been a further change in federal income tax laws eliminating such adverse effect on the tax exempt status of the interest on the Bonds.

Principal of and interest on this Bond are payable in lawful money of the United States of America without deduction for the services of the paying agent at the principal corporate trust office of the Trustee or at the duly designated office of any successor trustee or paying agent appointed under the Indenture upon presentation and surrender of this Bond and the coupons attached hereto as they respectively mature.

This Bond is one of a duly authorized issue of City of Chicago, Illinois Industrial Revenue Bonds (Gold Eagle Co. Project) issued in the aggregate principal amount of \$2,000,000 pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), an ordinance duly enacted by the City Council of the Issuer on _____, 1982 (the "Bond Ordinance") and the Indenture for the purpose of providing funds to assist Gold Eagle Co. (the "Company"), a corporation for profit duly organized and validly existing under the laws of the State of Illinois, in financing the cost of acquisition and equipping of certain land and buildings, structures, additions, improvements, facilities, fixtures, fittings, machinery, apparatus, installations, equipment and other property situated thereon, and easements and appurtenances thereto (collectively, the "Project") and expenses incidental thereto, in order to create and preserve employment opportunities and promote retention of an existing industrial business located within the boundaries of the Issuer. The proceeds of the Bonds will be loaned by the Issuer to the Company under the terms of the Loan Agreement (the "Agreement") dated as of November 1, 1982 between the Issuer and the Company.

The Company's obligation under the Agreement to make prompt payments, when due, of amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds are secured by a Mortgage, Assignment of Rents, Security Agreement and Financing Statement (the "Mortgage"), dated as of November 1, 1982, between the Company, as Mortgagor, and the Issuer, as Mortgagee. Payment of the principal of, premium, if any and interest on the Bonds is secured by a Guaranty Agreement (the "Guaranty Agreement") between and among Robert F. Hirsch and Richard M. Hirsch, as guarantors, and the Trustee, until the outstanding principal amount of the Bonds has been reduced from the original outstanding principal amount of \$2,000,000 to \$1,000,000, provided that the Company is then in the same or better financial condition as that existing on the Closing Date.

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of the Indenture duly executed and delivered by the Issuer to the Trustee. Pursuant to the Indenture, all payments due from the Company to the Issuer under the Agreement (other than payments to the Issuer pursuant to Sections 4.2(b), 5.3 and 7.3 of the Agreement), the interest of the Issuer in all moneys and investments in the Acquisition Fund and bond Fund (both as defined in the Indenture), in the proceeds derived from the sale of the Bonds and in any securities in which moneys in said Acquisition Fund and Bond Fund are invested, and the proceeds derived therefrom, all right, title and interest of the Issuer under, in and to the Agreement, except under Sections 4.2(b), 5.3 and

7.3 thereunder, and all right, title and interest of the Issuer under, in and to the Mortgage are pledged and assigned to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds. The Bond Ordinance and the Indenture provide that the Issuer may hereafter issue from time to time Additional Bonds as defined therein. Reference is hereby made to the Bond Ordinance, the Mortgage, the Indenture and the Guaranty Agreement for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Company, the Trustee and the Bondholders, the issuance of Additional Bonds and the terms upon which the Bonds are issued and payment thereof is secured.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois and the laws of the Issuer, including, without limitation, the Enabling Ordinance. The Bonds and any interest coupons attached thereto and the Issuer's obligation to pay principal thereof and interest thereon are limited obligations of the Issuer and are payable by the issuer solely from revenues and receipts derived by the Issuer pursuant to the Agreement and otherwise as provided in the Bond Ordinance, the Agreement, the Mortgage, the Indenture and the Guaranty Agreement. The Bonds and any interest coupons attached thereto and the Issuer's obligation to pay principal thereof and interest thereon are not and shall not be deemed to constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general credit or taxing powers thereof, within the meaning of any constitutional or statutory provision of the State of Illinois, but shall be payable solely from revenues and receipts derived by the Issuer pursuant to the Agreement and otherwise as provided in the Bond Ordinance, the Agreement, the Mortgage, the Indenture and the Guaranty Agreement. Payments sufficient for the prompt payment, when due, of the principal of, premium, if any, and interest on the Bonds as provided in the Bond Ordinance are required by the Agreement to be paid by the Company to the Trustee for the account of the Issuer and deposited into a trust fund designated "City of Chicago, Illinois Industrial Revenue Bonds (Gold Eagle Co. Project) Revenue Bond Fund," and have been duly pledged and assigned by the Issuer to the Trustee for that purpose.

The Bonds are issuable as fully registered bonds without coupons in denominations of \$5,000 and any multiple thereof and as coupon bonds registerable as to principal in denominations of \$5,000. Subject to the limitations and upon payment of the charges provided in Section 2.04 of the Indenture, coupon Bonds and fully registered Bonds are interchangeable in equal aggregate principal amounts and in authorized denominations at the aforesaid office of the Trustee.

This Bond and appurtenant coupons are negotiable instruments but this Bond may be registered as to principal alone on the registration books of the Issuer kept by the Trustee as bond registrar, upon presentation hereof to the Trustee, which shall make notation of such registration in the registration form printed hereon, and this Bond may thereafter be transferred only upon an assignment duly executed by the registered holder or by his attorney, in such form as shall be satisfactory to the Trustee as bond registrar, such transfer to be made on such books and endorsed hereon. Such transfer may be to bearer, and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. Notwithstanding the registration of this Bond as to principal alone as aforesaid, the coupons will remain payable to bearer and continue to be transferable by delivery.

This Bond is subject to optional redemption by and at the option of the Issuer, upon the direction of the Company, prior to stated maturity, in whole or in part in the amount of \$25,000 or any multiple thereof, at any time, at a redemption price of 100% of the principal amount hereof, plus accrued interest to the redemption date, all as provided in Section 3(d) of the Bond Ordinance.

This Bond is also subject to extraordinary optional redemption prior to stated maturity in the event of exercise by the Company of its option to direct such redemption upon occurrence of any of the events specified in Section 6.1 of the Agreement. If called for redemption upon the occurrence of any of such events, this Bond shall be subject to redemption by the Issuer on the next succeeding

Interest Payment Date as defined in the Agreement, in whole or in part, as provided in Section 6.2(b) of the Agreement, at a redemption price equal to 100% of the principal amount hereof, plus accrued interest to the redemption date, all as provided in Section 3(d) of the Bond Ordinance.

This Bond is subject to mandatory redemption prior to stated maturity at a redemption price of 100% of the principal amount hereof, plus accrued interest to the redemption date, on any Interest Payment Date (as defined in the Bond Ordinance) after the occurrence of any of the following and upon written request of the holders of not less than 66-2/3% of the aggregate principal amount of the Bonds then outstanding: (1) the Company transfers its major account with the Bank to another financial institution, (2) both Robert F. Hirsch and Richard M. Hirsch, the current President and Vice President, respectively, of the Company cease to be actively involved in, and in control of, the management of the Company, or (3) Robert F. Hirsch, Richard M. Hirsch and the Trustees of the Trust created under the Last Will and Testament of Armin Hirsch ("Armin Hirsch Trustees"), provided that the same is then for the benefit of the widow and/or the descendants of Armin Hirsch, in the aggregate, cease to own at least 70% of the shares of outstanding capital stock of the Company entitled to vote. For the purposes of subpart (3) of the preceding sentence, the following provisions shall apply:

- (a) any shares of outstanding capital stock of the Company entitled to vote, owned by either of Robert F. Hirsch or Richard M. Hirsch, or any of their spouses, children, or trusts created by either of them, solely for any of themselves, their spouses, or children shall be deemed to be owned by them;
- (b) any shares of outstanding capital stock in the Company entitled to vote, currently owned by the Armin Hirsch Trustees, distributed to either Robert F. Hirsch or Richard M. Hirsch, any of their spouses, children, or trusts created by either of them, solely for any of themselves, their spouses, or children, shall be included in the determination required in subpart (3) of the preceding sentence; and
- (c) in the event that, upon the death of either Robert F. Hirsch or Richard M. Hirsch, the shares of outstanding capital stock in the Company entitled to vote now owned by such decedent are acquired by the Company, the share of ownership required under subpart (3) of the preceding sentence shall be deemed to be 51%.

Notice of the call for redemption of Bonds, identifying by designation, letters, numbers, or other distinguishing marks, the Bonds to be redeemed, the amount of principal being redeemed, the redemption price to be paid, the date fixed for redemption and the place or places where the amounts due upon such redemption are payable, shall be given by the Trustee in accordance with Section 3(d) of the Bond Ordinance.

All of the Bonds and portions of fully registered Bonds duly called for redemption will cease to bear interest on the specified redemption date, provided sufficient moneys for such redemption, together with interest thereon to the redemption date, are on deposit with the Trustee or any paying agent so as to be available therefor and any coupons for interest thereon maturing subsequent to said date shall be void and said Bonds and portions of fully registered Bonds and coupons shall no longer be protected by and shall not be deemed to be outstanding under the Indenture.

Except as provided in the Indenture, the holders of the Bonds are not entitled to institute, appear in or defend any suit, action or proceeding to enforce any provisions of the Indenture or to take any action with respect to any Event of Default under the Indenture.

If any Event of Default, as defined in the Indenture, shall occur, the principal of the Bonds then outstanding may be declared due and payable in the manner and with the effect provided by the Indenture, but subject to waiver of such Event of Default or rescission of such declaration as provided in Section 6.09 of the Indenture.

The Indenture permits certain amendments, changes, modifications and supplements to the Agreement, the Mortgage and the Indenture not prejudicial to the Bondholders to be made by the Issuer and the Trustee, but without notice to or the consent of the Bondholders, and other amendments, changes, modifications and supplements thereto (with certain exceptions as provided in the Indenture) to be made with the consent of the holders of not less than 66-2/3% in aggregate principal amount of the Bonds at the time outstanding. Any such consent by the holders of not less than 66-2/3% in aggregate principal amount of the Bonds then outstanding shall be binding upon the holders of the Bonds giving consent and upon all subsequent holders thereof and of any Bonds issued in exchange therefor, whether or not notation of such consent is made upon such Bonds, unless such consent is revoked as provided in the Indenture.

Neither this Bond nor any of the appertaining coupons shall become valid or obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by an authorized officer of the Trustee.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Illinois and the laws of the Issuer to be done or performed by the Issuer or to have happened precedent to and in the issuing of the Bonds or in the execution and delivery of the Bond Purchase Agreement (as defined in the Agreement), the Agreement, the Mortgage and the Indenture in order to make them legal, valid and binding limited obligations of the Issuer in accordance with their terms have been done, performed and have happened in due time, form and manner as required by law; that payment in full for the Bonds has been received; that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation; and that the amounts payable under the Agreement and pledged and assigned under the Indenture to the payment of the principal of, premium, if any, and interest on this Bond and the issue of which it forms a part, as the same become due, will be sufficient in amount for that purpose.

The Bonds and any coupons appertaining thereto shall not constitute the personal obligation, either jointly or severally, of the members of the City Council of the Issuer or any other officials of the Issuer.

In Witness Whereof, the City of Chicago, Illinois has caused this Bond to be executed on its behalf by its Mayor and to be attested by its City Clerk, with its official seal affixed hereto, to be executed by the facsimile signature of the City Clerk, all as of this ____ day of _____, 1982.

CITY OF CHICAGO, ILLINOIS

By _____
Mayor

[SEAL]

Attest:

By _____
City Clerk

(Form of Trustee's Certificate of Authentication)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Trust Indenture.

THE MID-CITY NATIONAL BANK
OF CHICAGO, as trustee

By _____
Authorized Trust Officer

[FORM OF INTEREST COUPON]

No.

\$

Unless the Bond described below has been duly called for prior redemption and provision made for payment thereof, on _____, the City of Chicago, Illinois will pay to bearer, solely from the sources and in the manner provided in the Indenture dated as of November 1, 1982, between the said City of Chicago, Illinois and the Trustee, the amount shown hereon on presentation and surrender of this coupon, without deduction for the services of the paying agent, at the corporate trust office of the Trustee, presently Chicago, Illinois, being interest then due on its Industrial Revenue Bonds (Gold Eagle Co. Project), dated as of _____, 1982, Number _____.

City Clerk

[FORM OF REGISTRATION]

*Date of
Registration*

*Name of Registered
Owner*

*Signature of
Bond Registrar*

[Bond Purchase Agreement, Guaranty Agreement, Loan Agreement, Mortgage, Assignment of Rents, Security Agreement and Financing Statement and Trust Indenture are omitted for printing purposes and made available for public inspection in the Office of the City Clerk.]

**Authority Granted for Issuance of \$700,000 Industrial Revenue
Bond for the Pentecost Bros., Inc. Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith authorizing the issuance of an Industrial Revenue Bond in the amount of \$700,000 for a Project by the Pentecost Bros., Inc.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the boundaries of the City of Chicago, Illinois; and

WHEREAS, The Department of Economic Development of the City of Chicago has previously entered into a Memorandum of Agreement dated as of _____, 1982 relating to the above-captioned transaction whereby Pentecost Bros., Inc. (the "Company") agreed to acquire, construct and equip a certain building to be used by the Company as a warehousing and office facility; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on _____, 1982; and

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

WHEREAS, The Company shall own the Project and will agree to operate the Project as an authorized "project" under the Enabling Ordinance; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will not be less than \$700,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "City of Chicago, Cook County, Illinois Industrial Development Revenue Bond (Pentecost Bros., Inc. Project)" upon a negotiated basis to River Forest State Bank and Trust Company, River Forest, Illinois (the Purchaser); now therefore,

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

Definitions

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

"Agreement" means the Loan Agreement dated as of November 1, 1982, by and between the Issuer and the Company and all amendments and supplements thereof.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of November 1, 1982, by and among the Issuer, the Company and the Purchaser.

"Bond" means the Bonds authorized to be issued hereunder.

"Company" shall mean Pentecost Bros., Inc., an Illinois general partnership.

"Indenture" means the Indenture of Trust dated as of November 1, 1982, from the Issuer to the Trustee, including any indenture supplemental thereto or amendatory thereof.

"Issuer" means the City of Chicago, Cook County, Illinois, and any public instrumentality resulting from or surviving and consolidation or merger to which it or its successors may be a party.

"Letter of Credit" means the Letter of Credit dated the date of the Bonds and issued in favor of Trustee as additional security for the Bonds.

"Mortgage" means the Mortgage and Security Agreement, dated as of December 1, 1982, from the Company to the Issuer.

"Note" means the Promissory Note of the Company provided for in Section 4.2(a) of Agreement, whereby the Company promises to make installment payments on the Note in satisfaction of the debt of the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance.

"Prime Rate" means the rate announced by Harris Trust and Savings Bank, Chicago, Illinois, as its prime commercial rate.

"Project" means the acquisition, construction and equipping of certain buildings located or to be located within the corporate boundaries of the Issuer.

"Purchaser" means River Forest State Bank and Trust Company, River Forest, Illinois.

"Trustee" means River Forest State Bank and Trust Company, River Forest, Illinois.

Authorization of the Project

SECTION 2. In order to promote the general welfare of the City of Chicago, Cook County, Illinois, and its inhabitants by relieving conditions of unemployment and encouraging the increase of business, commerce and industry the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition, construction and equipping of the Project is not less than \$700,000, which will be provided by the issuance of the Bonds hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company, as hereinbefore provided, if necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bonds, the execution and delivery of the Agreement, the Note, the Mortgage, the Indenture and the Letter of Credit by the parties thereto are necessary and proper.

Authorization and Payment of Bonds

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond (Pentecost Bros., Inc. Project) in the aggregate principal amount of \$700,000. The Bonds shall be issued in the form of one fully registered Bond in the principal amount of \$700,000; shall be dated the date on which the Bonds are delivered to the Purchaser; shall be lettered R and numbered 1; and shall mature as to principal; shall bear interest and shall be subject to redemption prior to maturity, upon the terms and conditions set forth in the Indenture.

Principal installments of and interest on the Bonds shall be payable at the principal corporate trust office of the Trustee in River Forest, Illinois, except as otherwise provided in the Indenture.

The Bonds may be prepared in typewritten, printed or engraved form.

The Bonds shall be signed by the Mayor by her manual or facsimile signature and attested by the manual signature of the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto, all as provided in the Indenture.

Bonds are Limited Obligation

SECTION 4. The Bonds, together with interest thereon, shall be limited obligations of the Issuer secured by the Indenture, the Mortgage and the Letter of Credit and are payable solely from the revenues and receipts derived from the Agreement and the Note authorized to be issued thereunder (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Mortgage or the Letter of Credit), and shall be a valid claim of the owner thereof only against the funds and other moneys held by the Trustee and the revenues and receipts derived from the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal of and interest on the Bonds, except as may be expressly authorized otherwise in this Ordinance, in the Indenture or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general taxing powers of any of them, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and are payable solely from the revenues and receipts from the Agreement and the Note (except as hereinbefore provided).

Assignment, Mortgage and Letter of Credit

SECTION 5. As security for the due and punctual payment of the principal of and interest on the Bonds hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage (except any payment made pursuant to Sections 4.2(b), 5.3, 5.8 and 6.4 of the Agreement), pursuant to the Indenture.

As further security for the payment of the Note and the principal of and interest on the Bond, the Company will execute and deliver the Mortgage, which Mortgage shall be in substantially the same form presented to the governing body of the Issuer, the form of which is hereby approved by the governing body of the Issuer. The Letter of Credit shall be issued as provided in the Indenture. The Issuer will cause the Mortgage to be recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois.

Sale of the Bond; Execution of Documents

SECTION 6. (a) The sale to the Purchasers in the aggregate principal amount of \$700,000, hereby authorized at a price of 100% of the principal amount thereof plus accrued interest, if any, and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the governing body of the Issuer, is hereby approved by said governing body, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement, the Security Agreement and the Indenture in substantially the same forms in which the same have been presented to the governing body of the Issuer are hereby approved by such governing body and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement, the Mortgage and the Indenture for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Appointment of Trustee

SECTION 7. The appointment of River Forest State Bank and Trust Company in River Forest, Illinois, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions

SECTION 8. The Mayor and the City Clerk, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this Ordinance, the advancement of the loan, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this Ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Mortgage, the Indenture and the Bond Purchase Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability

SECTION 9. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions hereof.

Captions

SECTION 10. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

Provisions in Conflict Superseded

SECTION 11. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the Office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. The ordinance shall be in force and effect from and after its passage.

[Bond Purchase Agreement, Indenture of Trust, Loan Agreement
Letter of Credit and Mortgage and Security Agreement
are omitted for printing purposes and are available
for public inspection in the Office of the
City Clerk.]

Transfer of Fund Authorized in the Office of the Mayor.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-1110-005	Salaries and Wages	\$ 50,000.00

<i>To:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-1110-130	Postage	\$ 5,000.00
100-1110-157	Rental of Equipment and Services	14,000.00
100-1110-186	Telephone	6,000.00
100-1110-350	Office Supplies	25,000.00

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-47.

Nays--None.

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

**Approval and Consent Given to Supplemental Budget Adopted
by Public Building Commission of Chicago for Operation
and Maintenance of Richard J. Daley Center for
Year 1983 and for Transfer of Funds Standing
to the Credit of the City of Chicago.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith to approve the Supplemental Budget adopted by the Public Building Commission of Chicago for the operation and the maintenance of the Richard J. Daley Center for the Year 1983 and for the Transfer of Funds Standing to the Credit of the City of Chicago.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone-47.

Nays--None.

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

The following is said ordinance as passed:

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

<i>Building or Facility</i>	<i>Lease</i>	<i>Bond Indenture</i>
Richard J. Daley Center	Recorded July 26, 1963, as Document No. 18864976 (dated July 1, 1963)	\$87,000,000 Public Building Revenue Bonds, Series of 1963*
Incinerator Residue Disposal Site, Stearns Quarry (CS-2)	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	\$56,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1971**
Fire Stations CF-2, CF-3, CF-4, CF-5, CF-6, CF-7, CF-8 and CF-11	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971**
Health Center, CH-1		
Sanitation Facilities CS-1, CS-3 and CS-6		
Police Facilities CP-1 and CP-2		
Health Center, CH-3	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975**
Sanitation Facilities CS-4		
Fire Stations CF-1, CF-9 and CF-10	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975
Health Center, CH-2		
Police Academy, CP-4		
Central Library Building, CPL-1		
Police Facilities CP-5 and CP-8	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978
Sanitation Facilities CS-5, CS-11, CS-12 and CS-13		

Library for Handicapped
CPL-2

Navy Pier - Phase I

Recorded October
23, 1979, as
Document
No. 25205132
(dated September
12, 1979)

\$29,000,000 Public
Building Commission
of Chicago Building
Revenue Bonds,
Series 'A' of 1979

* Also leased in part to County of Cook.

**Also involves other projects for other lessees.

;and

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

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

WHEREAS, The Public Building Commission of Chicago anticipates that as of December 31, 1982, the following funds will be in the surplus accounts under the indicated Bond Indentures to the credit of the City of Chicago:

<i>Bond Indenture</i>	<i>Lease</i>	<i>Project</i>	<i>Anticipated Surplus</i>
\$87,000,000 Public Building Revenue Bonds, Series of 1963	Recorded July 26, 1963, as Document No. 18864976 (dated July 1, 1963)	Richard J. Daley Center	\$ 2,073,530
\$56,000,000 Public Building Commission of Chicago Building Revenues Bonds, Series 'A' of 1971	Recorded January 4, 1971, as Document No. 21357855 (dated December 1, 1970)	Incinerator Residue Disposal Site Stearns Quarry	10,665
\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	CF-2, CF-3, CF-4, CF-5, CF-6, CF-7, CF-8, CF-11, CH-1, CS-1, CS-3, CS-6, CP-1 and CP-2	3,012,800

\$38,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1975	Recorded December 31, 1974, as Document No. 22951246 (dated December 26, 1974)	CH-3 CS-4	47,280
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	CF-1, CF-9, CF-10, CH-2 CP-4 and CPL-1	570,000
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	CP-5, CP-8, CS-5, CS-11, CS-12, CS-13 and CPL-2	625,000
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	Recorded October 23, 1979, as Document No. 25205132 (dated September 12, 1979)	Navy Pier - Phase I	420,000

; and

WHEREAS, The Public Building Commission of Chicago has heretofore filed with the City Clerk of the City of Chicago the Supplemental Budget in the amount of \$6,979,939 adopted by the Public Building Commission of Chicago for the proper operation and maintenance of the Richard J. Daley Center (including steam to the City Hall) for the fiscal year January 1, 1983 to December 31, 1983, and the City of Chicago's share of said Supplemental Budget is \$1,600,138; and

WHEREAS, The City of Chicago, if it approves said Supplemental Budget, will be indebted to the Public Building Commission of Chicago for the City of Chicago's share of the Supplemental Budget (including steam to the City Hall) for the Richard J. Daley Center for the period January 1, 1983 to December 31, 1983, in the amount of \$1,600,138; and

WHEREAS, A deficiency exists in the Renewal and Replacement Account for the Richard J. Daley Center, arising out of additional work done by the Public Building of Chicago for the Data Center in said building at the request of the City of Chicago; and

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

WHEREAS, The Public Building Commission has, by resolution of its Board of Commissioners, requested the City of Chicago to approve and consent to the allocation, transfer and use of said surplus funds of \$2,428,405, without prior appropriation by the City Council of the City of Chicago, as follows:

<i>Bond Indenture</i>	<i>Lease</i>	<i>Purpose</i>	<i>Amount</i>
\$87,000,000 Public Building Revenue Bonds, Series of 1963	Recorded July 26, 1963, as Document No. 18864976 (dated July 1, 1963)	On account of moneys due for City's share of Supplemental Budget (including steam to City Hall) for Richard J. Daley Center	\$ 569,431

\$135,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1971	Recorded June 30, 1971, as Document No. 21530403 (dated June 30, 1971)	In payment of moneys due for City's share of Supplemental Budget (including steam to City Hall) for Richard J. Daley Center	1,030,707
\$36,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'B' of 1975	Recorded November 20, 1975, as Document No. 23299558 (dated November 6, 1975)	To Renewal and Replacement Account under Bond Indenture for \$87,000,000 Public Building Revenue Bonds, Series of 1963, as payment on account of deficiency in said account arising out of additional work done at the request of the City of Chicago for the Data Center.	124,821
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	Recorded July 21, 1978, as Document No. 24546590 (dated June 15, 1978)	To Construction Account for:	
		Area 3 Police Hdqrt.	1,117
		14th Dist. Pol. Fac.	42,761
		Fire Stations	
		3801 N. Damen	40,001
		1810 W. Peterson	123,073
		54 W. Hubbard St.	227,820
		445 N. Sacramento	41,551
		McCormick Library	31,286
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	Recorded October 23, 1979, as Document No. 25205132 (dated September 12, 1979)	To Construction Account for:	
		Legler Library	162,760
		Central Library	33,077

now, therefore,

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

SECTION 1. That the City of Chicago does hereby acknowledge that a Supplemental Budget is necessary for the proper operation and maintenance of the Richard J. Daley Center (including steam to City Hall) and does hereby approve the Supplemental Budget heretofore filed with the City Clerk of the City of Chicago in the amount of \$6,979,939 for the fiscal year January 1, 1983 to December 31, 1983 of which the City of Chicago's share is \$1,600,138, and does hereby approve the same.

SECTION 2. That the City of Chicago does hereby approve and authorize the transfer and application of the moneys, in the estimated amount of \$569,431 standing to its credit on December 31, 1982, in the Surplus Account under that certain Bond Indenture for \$87,000,000 Public Building Revenue Bonds, Series of 1963, together with the sum of \$1,030,707 from the moneys standing to its credit on December 31, 1982, in the Surplus Account under that certain Bond Indenture for \$135,000,000 Public Building Commission of Chicago Revenue Bonds, Series 'B' of 1971 in satisfaction and payment of its portion, namely \$1,600,138 of said Supplemental Budget.

SECTION 3. That the City of Chicago does hereby approve and authorize the transfer and application of the moneys, in the estimated amount of \$124,821 standing to its credit on December 31, 1982, in the Surplus Account under that certain Bond Indenture for \$36,000,000 Public Building Commission of Chicago Revenue Bonds, Series 'B' of 1975 to the Renewal and Replacement Account under Bond Indenture for \$87,000,000 Public Building Revenue Bonds, Series of 1963, as payment on account of deficiency in said account arising out of additional work done at the request of the City of Chicago for the Data Center.

SECTION 4. That the City of Chicago does hereby approve and authorize the transfer and application of \$703,446 of the balance of the moneys in the estimated amount of \$5,034,316, standing to its credit on December 31, 1982 in the Surplus Accounts under the various Bond Resolutions to the following projects:

<i>Bond Resolution</i>	<i>Amount</i>	<i>Project and Purpose</i>
\$30,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1978	\$ 1,117 42,761 40,001 123,073 227,820 41,551 31,286	Construction Account for: Area 3 Police Headquarter 14th District Police Facility Fire Stations 3801 N. Damen 1810 W. Peterson 54 W. Hubbard St. 445 N. Sacramento McCormick Library
\$29,000,000 Public Building Commission of Chicago Building Revenue Bonds, Series 'A' of 1979	162,760 33,077	Construction Account for: Legler Library Central Library

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

Ordinance Accepting Bid for Purchase of Property at Nos.
1655-1657 Juneway Terrace/7739-7743 Paulina St. Repealed
and Authority Granted for Refund of Deposit Check
to Bidder.

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

WHEREAS, The City Council heretofore accepted a bid by the Rogers Park Partnership to purchase the property commonly known as 1655-57 Juneway Terrace and 7739-43 Paulina Street as per ordinance adopted November 4, 1981 and found in the Journal for said date on pages 7812-13; and

WHEREAS, Said sale was frustrated and the ordinance authorizing the acceptance of said bid is moot and of no further validity; now, therefore,

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

SECTION 1. The ordinance adopted by this Body on November 4, 1981 approving the sale of said property is hereby repealed.

SECTION 2. The City Clerk is authorized and directed to deliver and/or refund to said Rogers Park Partnership its earnest money check or the deposit in the sum of \$4,512.00.

SECTION 3. The City Clerk is authorized and directed to return any other earnest money checks accompanying any bids for said property to said bidders.

SECTION 4. This ordinance shall be effective immediately upon its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

**Chapter 37, Sections 37.11 (a) and (b) of Municipal Code
Amended Concerning Adjustment in Landing Fee Rates
for Specified Aircraft at Chicago-O'Hare
International Airport.**

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. Sections 37-11 (a) and 37-11 (b) of Chapter 37 of the Municipal Code of Chicago are hereby amended by inserting the language in *Italics* and deleting the language bracketed, as follows:

- 37-11 (a) For each landing at Chicago-O'Hare International Airport of an aircraft not operated by a scheduled airline, and not a non-commercial private aircraft [*\$1.095*] *\$1.275* per thousand pounds approved maximum landing weight or fraction thereof, provided that the minimum charge for each such landing shall be \$3.50.
- 37-11 (b) For each landing at Chicago-O'Hare International Airport of a non-commercial private aircraft [*\$1.095*] *\$1.275* per thousand pounds approved maximum landing weight or fraction thereof, provided that the maximum charge for each such landing shall be \$25.00.

SECTION 2. This ordinance shall be in force and effect beginning January 1, 1982 and ending [June 30, 1982] *December 31, 1982*.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

**Authority Granted for Acceptance of Quit Claim Deed from Chicago Union
Station Company to City of Chicago Necessary for Roosevelt Rd.
Viaduct Rehabilitation Project.**

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

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest, the Commissioner of Public Works to approve, the Comptroller to accept and the Corporation Counsel to approve as to form and legality, a Quit Claim Deed from Chicago Union Station Company conveying to the City all their rights in the Roosevelt Road Viaduct, which Deed is substantially in the following form:

This Agreement made and entered into as of _____, 1982, by and between the City of Chicago, a municipal corporation, hereinafter referred to as "City", party of the first part, and the Chicago Union Station Company, hereinafter referred to as "Company", party of the second part;

Now, Therefore, in consideration of the premises and the mutual benefits to the parties hereto it is agreed as follows:

Company agrees to and does hereby waive any claim of ownership in and to the elevated viaduct structures or structures now or hereafter existing in Roosevelt Road, and hereby quit claims unto the City its right, title and interest, if any, in the existing structure or structures.

In Witness Whereof the parties hereto have executed this agreement as of the day and year first above written.

[Signature forms omitted for printing purposes].

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

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

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

The Committee on Finance to which had been referred (November 12, 1982) sundry proposed ordinances and order transmitted therewith to authorize issuance of free permits, license fee exemptions and refund of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

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

FREE PERMITS.

Provident Community Development Corporation.

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 Provident Community Development Corporation, No. 426 E. 51st Street for construction of a 57 unit senior congregate building on the premises known as 51st Street and S. Vincennes Avenue.

Said building shall be used exclusively for housing 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.

Mount Sinai Hospital/Medical Center 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 Mount Sinai Hospital/Medical Center of Chicago for renovation of existing Medical Center on the premises known as S. California Avenue at W. 15th Street.

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

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

Misericordia Home North.

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 Misericordia Home North, No. 6300 N. Ridge Avenue for construction of a new building for cerebral palsy people on the premises known as Misericordia Home North.

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

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

—
LICENSE FEE EXEMPTIONS.

Homes.

Warren N. Barr Pavilions/Illinois Masonic Medical Center.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Warren N. Barr Pavilions (nursing home) Illinois Masonic Medical Center, 66 W. Oak Street, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

—
Jewish Peoples Convalescent Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Jewish Peoples Convalescent Home, No. 6512 N. California Avenue, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1983.

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

—
Dispensary.

Gilchrist Marchman Rehabilitation Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Gilchrist Marchman Rehabilitation Center, No. 2345 W. North Avenue, is hereby exempted from payment of the annual license fee provided for in Section 118-4, for the year 1982.

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

REFUND OF FEE.

Good News Partners.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$268.50 to the Good News Partners, No. 1600 W. Jonquil Terrace, a non-for-profit organization, representing payment of fee for CW Permit No. 5766721 for electrical work.

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

The Committee on Finance to which had been referred on November 12 and 18, 1982 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Augustana Center (Lutheran Children Services), No. 7464 N. Sheridan Road	A1-209274 (Elev.)	\$ 92.00
Catholic Charities (Sundry Locations)	A1-203607 A1-203608 (Elev.)	46.00 23.00
Catholic Theological Union (Sundry Locations)	B1-210798 (Bldg.) P1-204752 (Fuel Burn. Equip.)	57.50 30.00
Chicago Association for Retarded Citizens (Sundry Locations)	A1-101074 A1-107716 A1-200700 A1-207470 A1-812936 (Elev.) B1-001131 B1-112416 B1-902955 (Bldg.) R1-201069 (Driveway)	23.00 23.00 23.00 23.00 23.00 23.00 34.50 20.00 25.00
Chicago Association for Retarded Citizens /West Town Work Center No. 1801 N. Spaulding Avenue	P1-112702 (Fuel Burn. Equip.)	60.00
Chicago Association for Retarded Children (Sundry Locations)	B4-200435 (Fire Prev.) F4-129427 (Mech. Vent)	23.00 27.50

Christian Missionary Alliance Church, No. 1715 N. Fairfield Avenue	B1-207227 (Bldg.)	\$ 34.50
Chicago Services for Work and Rehabilitation No. 6608 N. Clark Street	R1-203454 (Driveway)	25.00
Chicago Services for Work Rehabilitation No. 4001 W. Devon Avenue	(File No. 24011)	295.00
Chicago Youth Centers No. 611 W. Adams Street	A1-204656 (Elev.)	23.00
	B1-206667 (Bldg.)	23.00
Children's Memorial Hospital No. 2300 Children's Plaza	B4-200398	69.00
	B4-200399	103.50
	B4-200221	80.00
	B4-200222	46.00
	B4-200223 (Fire Prev.)	92.00
Clearing United Methodist Church No. 5717 W. 63rd Place	P1-100330 (Fuel Burn. Equip.)	20.00
Edgewater Hospital No. 5700 N. Ashland Avenue	D3-287338 (Sign)	80.00
Ezra Israel Congregation No. 7001 N. California Avenue	C2-235098 (Refrig.)	97.00
Forkosh Memorial Hospital No. 2544 W. Montrose Avenue	P1-109992 (Fuel Burn. Equip.)	580.00
Holy Rosary Church No. 614 N. Western Avenue	B1-121660 (Bldg.)	34.50
Hope Community Church No. 5912 W. Iowa Street	P1-206504 (Fuel Burn. Equip.)	40.00
Inner City Impact, No. 2704 W. North Avenue	A1-204096 (Elev.)	23.00
	F4-214404 (Mech. Vent.)	32.50
Japanese American Service Committee /JASC, No. 4427 N. Clark Street	A1-208404 (Elev.)	23.00
LaRabida Children's Hospital and Research Center, No. 6501 S. South Shore Drive	P1-208699 (Fuel Burn. Equip.)	345.00
Lincoln Park Rehabilitation Center, Nos. 2032-2042 N. Clybourn Avenue	A1-206888 (Elev.)	103.00
Lutheran Day Nursery No. 1802 N. Fairfield Avenue	A1-204241 (Elev.)	23.00
Lydia Children's Home No. 4300 W. Irving Park Road	P1-208581 (Fuel Burn. Equip.)	65.00

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Misericordia Home	A1-201272	\$ 69.00
No. 2916 W. 47th Street	A1-208777	23.00
	(Elev.)	
	P1-205446	165.00
	(Fuel Burn. Equip.)	
Moody Church	D3-286923	40.00
No. 1609 N. LaSalle Street	(Sign)	
North Avenue Day Nursery	F4-123819	10.00
No. 2023 W. Pierce Avenue	F4-214888	10.00
	(Mech. Vent.)	
Northwest Home for the Aged	A1-209082	46.00
No. 6300 N. California Avenue	(Elev.)	
Dr. William M. Scholl College of Podiatric Medicine	P1-208277	73.00
No. 1001 N. Dearborn Street	(Fuel Burn. Equip.)	
Sisters of Charity	A1-202504	73.00
No. 6325 N. Sheridan Road	(Elev.)	
Southwest School	F4-218628	10.00
No. 5644 S. Oakley Avenue	(Mech. Vent.)	
St. Alphonsus Church	P1-101327	140.00
No. 1429 W. Wellington Avenue	P1-114856	85.00
	(Fuel Burn. Equip.)	
St. Anthony Hospital	A1-204120	184.00
No. 2847 W. 19th Street	(Elev.)	
St. Benedict Church	A1-206220	184.00
No. 2215 W. Irving Park Road	(Elev.)	
	B1-120230	23.00
	(Bldg.)	
St. Elizabeth Hospital	No. 2 Water Tube	20.00
No. 1431 N. Claremont Avenue	(Internal Insp.)	
University of Chicago	B1-207547	57.50
(Sundry Locations)	B1-208454	46.00
	B1-209724	379.50
	B1-210043	34.50
	B1-210811	92.00
	B1-210812	46.00
	B1-210598	34.50
	B1-210853	34.50
	(Bldg.)	
Louis A. Weiss Memorial Hospital	Boiler Inspection	20.00
No. 4646 N. Marine Drive	(Internal)	
Winthrop Towers	A1-208543	75.00
No. 4848 N. Winthrop Avenue	(Elev.)	

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone-

Nays--None.

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

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

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses, or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members to 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 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:

George Figueroa, 238723, District 14; injured September 13, 1981	\$ 309.15
Georgette D. Garcia, 268966, District 12; injured June 12, 1982	340.10
Jerome J. Gierut, 280039, Field Tactical Services; injured June 8, 1982	161.00
Casper K. Johnsen, 382384, District 18; injured June 23, 1982	253.00
Michael Kuciver, 442405, District 7; injured July 12, 1982	305.50
Edward C. Kulbida, 443429, District 11; injured January 20, 1982	267.00
Daniel E. Lenihan, 462674, District 2; injured June 12, 1982	140.00
Gillian McLaughlin, 647496, Property Crimes; injured July 15, 1982	400.25

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Louis J. Martin, 506040, Enforcement Section; injured November 21, 1979	\$ 70.00
Michael J. Massingale, 509528, District 7; injured July 28, 1978	45.00
Tommy P. Murdock, 577093, Neighborhood Relations Division; injured October 21, 1977	120.00
Joyce K. Nakanishi, 382008, Public Transportation; injured July 16, 1982	961.00
Robert Nallen, 584834, District 12; injured June 11, 1982	39.00
Frank P. Nolan, 596585, Property Crimes; injured November 3, 1978	15.00
Paul F. Nyberg, 602020, District 1; injured July 9, 1982	77.50
Robert G. Olson, 612826, District 24; injured July 21, 1982	458.00
Peter Parisi, 631129, District 17; injured February 15, 1981	430.00
Larry E. Pike, 649405, District 20; injured July 15, 1982	52.50
Rufas L. Randolph, 673785, Youth Division; injured July 16, 1978	15.00
Carlos M. Saladino, 714035, District 14; injured December 14, 1978	20.00
Jaime A. Sanchez, 716297, District 14; injured April 24, 1982	67.00
Thomas John Sarnecki, 718739, District 15; injured April 14, 1979	50.00
Thomas Scalia, Jr., 720964, District 9; injured October 25, 1981	105.50
Michael A. Showalter, 746995, District 7; injured March 15, 1978	60.00
James F. Simmons, 749797, District 5; injured November 13, 1981	40.00
LeRoy W. Simpson, 750766, District 15; injured November 25, 1976	43.00
Lawrence H. Smith, 760800, District 7; injured July 15, 1982	262.00
Richard Spiegel, 770454, Records Inquiry Section; injured January 7, 1980	30.00
James R. Spratte, 771673, District 7; injured October 7, 1981	100.50
Joseph J. Stack, 773168, District 9; injured May 19, 1982	259.00
Max Steele, 777055, District 14; injured February 18, 1982	35.00
Ray C. Swanson, 793132, Training Division; injured April 8, 1982	772.95
George C. Tansey, 798962, District 16; injured January 11, 1982	106.00
Roger E. Taylor, 801939, District 23; injured February 20, 1982	195.00
Rodney K. Thompson, 808534, District 2; injured April 1, 1982	195.00
Barbara Ware, 847276, District 8; injured June 12, 1981	161.00
James S. Wisniewski, 876041, District 10; injured August 29, 1982	100.00

Jacob B. Benter, 041722, Public and Internal Information Division; injured September 22, 1977	\$ 161.75
Kenneth Mitchell, 558762, District 3; injured August 6, 1981	236.00
Ralph L. Maldonado, 493686, District 23; injured June 16, 1979	350.00
Thomas M. O'Donnell, 610259, District 17; injured October 6, 1981	51.50
Robert M. Bush, Lieutenant, Truck No. 11; injured April 16, 1982	342.00
Donald Sheppard, Lieutenant, Squad No. 5; injured July 20, 1982	1,027.70

and

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

Paul F. Daffe, 166694, District 15; injured May 10, 1981	\$ 100.00
Jerry Eggers, 219560, District 16; injured January 24, 1981	100.00
Frank Fiore, 240856, Traffic Records Section; injured January 5, 1977	7.50
Edward Griffin, 303519, Special Operations Group, Enforcement South; injured March 18, 1982	11.00
Robert J. Herman, 340860, Vice Control Section; injured December 4, 1981	59.00
Lawrence E. Holowinski, 355615, Violent Crimes; injured June 15, 1982	40.00
William G. Hurto, 365728, District 15; injured April 25, 1982	22.00
William Janconetti, 374291, District 14; injured July 22, 1982	100.00
Richard T. Johnson, 386626, District 3; injured August 31, 1981	1,120.00
Lawrence J. Kandl, 397947, District 20; injured July 10, 1982	100.00

Albert Krueger, 440182, District 22; injured March 14, 1980	\$ 42.00
Anthony D. Lodl, 474196, Gang Crimes Enforcement - North; injured March 1, 1982	236.00
Ronald McLain, 535791, District 12; injured June 19, 1982	496.00
Michael Mason, 508975, District 24; injured April 20, 1982	65.00
Ulice Strickland, 784760, Major Accident Investigation Section; injured December 21, 1981	11.00
James R. Sweeney, 793804, Gang Crimes Enforcement - North; injured July 31, 1982	153.15
Diane D. Thompson, 807587, District 23; injured May 23, 1980	85.00
William Wallace, 841282, Youth Division; injured March 16, 1981	472.00
Edward Wegner, 853326, District 10; injured July 18, 1982	76.00
Hedy Woods, 880226, Youth Division; injured June 7, 1981	619.00
Roman T. Wozny, 881744, Enforcement Section; injured January 9, 1982	226.00
Richard Banaszewicz, 025441, District 15; injured May 3, 1982	137.00
Michael D. Beal, 034995, District 2; injured July 13, 1982	180.00
George F. Ellerman, 221243, District 25; injured March 10, 1982	245.00
Bruno P. Gobbo, 287295, District 17; injured July 22, 1982	304.25
Richard M. Kereta, 415035, District 14; injured August 13, 1982	185.00
Brian Murphy, 577481, Intelligence Section; injured June 21, 1982	633.00
Albert Oseguera, 623520, District 16; injured May 18, 1982	285.00
Roger Reyes, 683155, Recruit Training; injured July 27, 1980	75.00
Vincent V. Reynolds, 683529, District 7; injured August 18, 1982	211.00
Michael Schmitz, 727392, District 23; injured March 22, 1982	195.00
Michael W. Simpson, 750789, District 16; injured February 15, 1982	49.00
James Sorenson, 767326, Enforcement Section; injured July 4, 1982	2,336.00
Donald A. Spellman, 770465, Traffic Division; injured February 10, 1979	60.00
Edward Todd, 812135, District 22; injured July 2, 1981	3,947.10

Placed on File--MISCELLANEOUS MATTERS.

The Committee on Finance submitted reports recommending that the City Council *Place on File* miscellaneous documents transmitted therewith. On motion of Alderman Frost the committee's recommendations were *Concurred In*.

The following is a summary of said documents:

A communication from the Department of Law, dated November 22, 1982, concerning settlements made or judgments entered against the City of Chicago for the month of August, 1982.

A communication from the Guardian Angel Day Care Center, dated November 9, 1982 concerning their financial statements relating to Tag Day Activities for two years ending June 31, 1982.

At this point in the proceedings Alderman Frost moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business.

The motion *Prevailed*.

***Committee Discharged--On Proposed Ordinance Authorizing the Sale
of Nos. 4915-4931 S. Union Av. to Pepsi Cola
General Bottlers, Inc.***

Alderman Huels moved to *Suspend the Rules of Order* of the City Council for the purpose of discharging the Committee on Finance from further consideration of an ordinance referred to it.

The motion *Prevailed*.

Alderman Huels then moved to *Discharge the Committee on Finance* from further consideration of an ordinance authorizing the sale of Nos. 4915-4931 S. Union Avenue to Pepsi Cola General Bottlers, Inc., which was referred to the Committee on October 6, 1982.

The motion *Prevailed*.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare, to license, to tax and to incur debt; and

WHEREAS, The City of Chicago, Cook County, Illinois (the "City") has a population in excess of 25,000 and is therefore a home rule unit and may exercise any of the aforementioned powers and perform any of the aforementioned functions pertaining to its government and affairs; and

WHEREAS, It is necessary and for the best interests of the City: (1) to provide for and promote the public health, safety and welfare; (2) to relieve conditions of unemployment and encourage the increase of industry and commercial activities and economic development of the City, so as to reduce the evils attendant upon unemployment; (3) to provide for efficient and well-planned urban growth and development, and the proper coordination of industrial facilities with public services, mass transportation facilities and industrial development; and (4) to preserve and increase the City's ad valorem tax base; and

WHEREAS, The City Council of the City has heretofore found and does hereby find that there exists within the City a serious unemployment of its citizens and urban flight of its industry and manufacturing operations which adversely affects the tax base; and

WHEREAS, It is necessary and for the best interests of the City to relieve said unemployment, to aid and assist in the development of manufacturing jobs and private industry, and to encourage and increase the construction of industry within the City, while at the same time providing for the increased employment, welfare and prosperity of the residents of the City; and

WHEREAS, In furtherance of the purposes set forth above, the City wishes to sell its property and grant an easement; and

WHEREAS, The City has entered into negotiations with Pepsi-Cola General Bottlers, Incorporated for the sale of 4931 South Union Avenue and a grant of easement to enter therein; now, therefore,

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

SECTION 1. It is hereby determined and declared that the purpose of this Ordinance is to (a) relieve conditions of unemployment and encourage the increase of industry and commercial activity and economic development so as to reduce the evils attendant upon unemployment; (b) provide for an efficient and well-planned urban growth and development and the proper coordination of industrial facilities with public services, mass transportation and industrial development; (c) preserve and increase the City's ad valorem tax base; and the foregoing are hereby determined and declared to be public purposes and functions pertaining to the government and affairs of the City.

SECTION 2. In order to implement these objectives, the City hereby approves a sale of the property commonly known as 4931 South Union Avenue (described in Exhibit A hereto) and to grant an easement to Pepsi-Cola General Bottlers, Inc., a Delaware Corporation, for the total purchase price of \$700,000.00 and the City does hereby find and declare that this Ordinance is being enacted pursuant to its home rule powers and that this sale and grant of easement is for public purposes as set forth in Section 1 hereof.

SECTION 3. The Contract for Sale and the Grant of Easement between the City and the Pepsi-Cola General Bottlers, Inc., a Delaware Corporation are hereby approved in substantially the forms attached hereto as Exhibits C and D, and the Mayor is hereby authorized to execute, acknowledge and deliver said Contract for Sale and Grant of Easement, and the documents conveying the same and the City Clerk is directed to attest to said documents.

SECTION 4. This ordinance shall become effective immediately upon its adoption and approval.

[Exhibits A, B, C, and Contract of Sale are printed
on pages 13772 through 13782 of this Journal.]

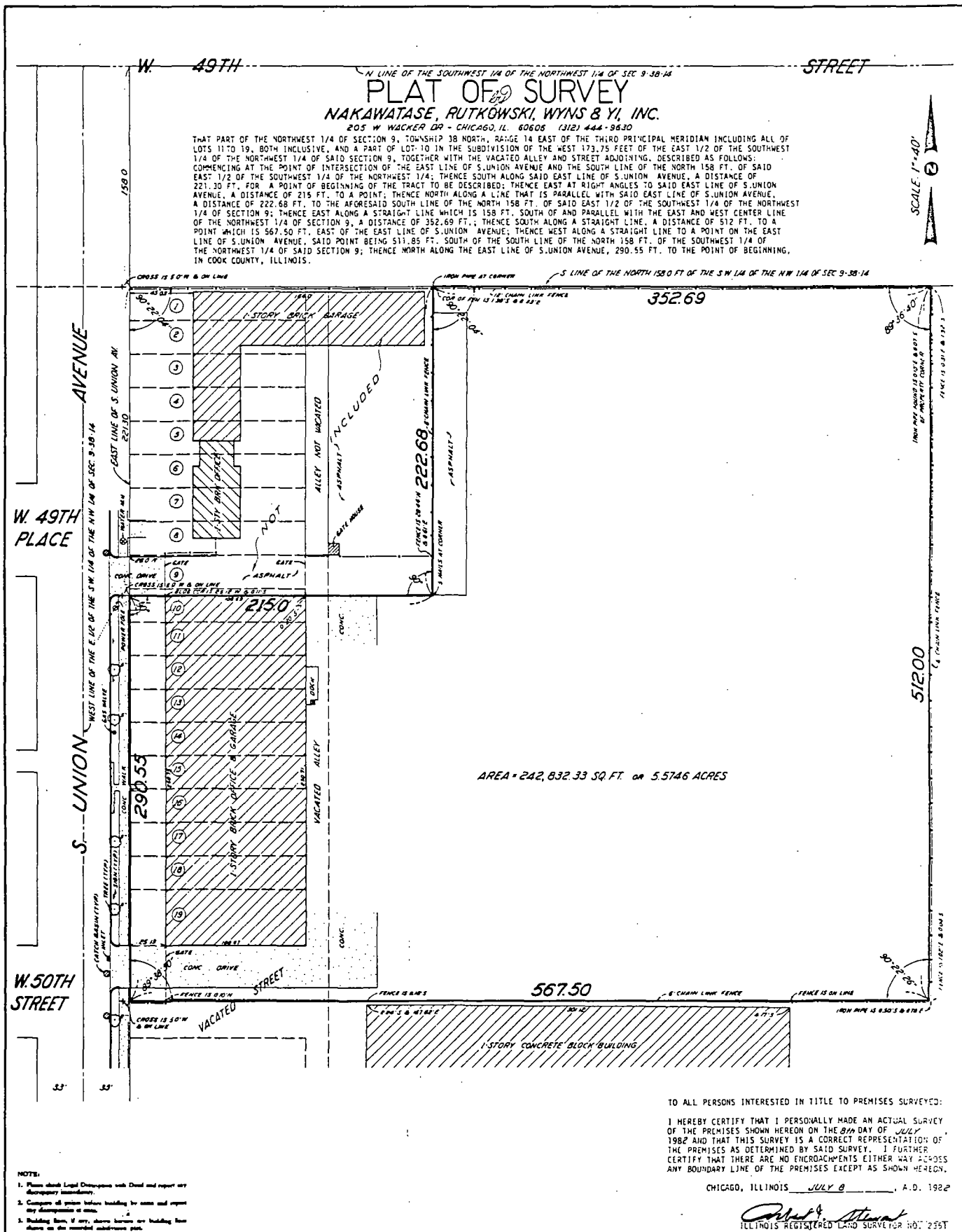


EXHIBIT A

PARCEL 2: THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN INCLUDING ALL OF LOTS 11 TO 19, BOTH INCLUSIVE, AND A PART OF LOT 10 IN THE SUBDIVISION OF THE WEST 173.75 FEET OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9, TOGETHER WITH THE VACATED ALLEY AND STREET ADJOINING, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SOUTH UNION AVENUE AND THE SOUTH LINE OF THE NORTH 158 FEET OF SAID EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH UNION AVENUE, A DISTANCE OF 221.30 FEET FOR A POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED; THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE OF SOUTH UNION AVENUE, A DISTANCE OF 215 FEET TO A POINT; THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH SAID EAST LINE OF SOUTH UNION AVENUE, A DISTANCE OF 222.68 FEET TO THE AFORESAID SOUTH LINE OF THE NORTH 158 FEET OF SAID EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 9; THENCE EAST ALONG A STRAIGHT LINE WHICH IS 158 FEET SOUTH OF AND PARALLEL WITH THE EAST AND WEST CENTER LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 9, A DISTANCE OF 352.69 FEET; THENCE SOUTH ALONG A STRAIGHT LINE, A DISTANCE OF 512 FEET TO A POINT WHICH IS 567.50 FEET EAST OF THE EAST LINE OF SOUTH UNION AVENUE; THENCE WEST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF SOUTH UNION AVENUE, SAID POINT BEING 511.85 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 158 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9; THENCE NORTH ALONG THE EAST LINE OF SOUTH UNION AVENUE, 290.55 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

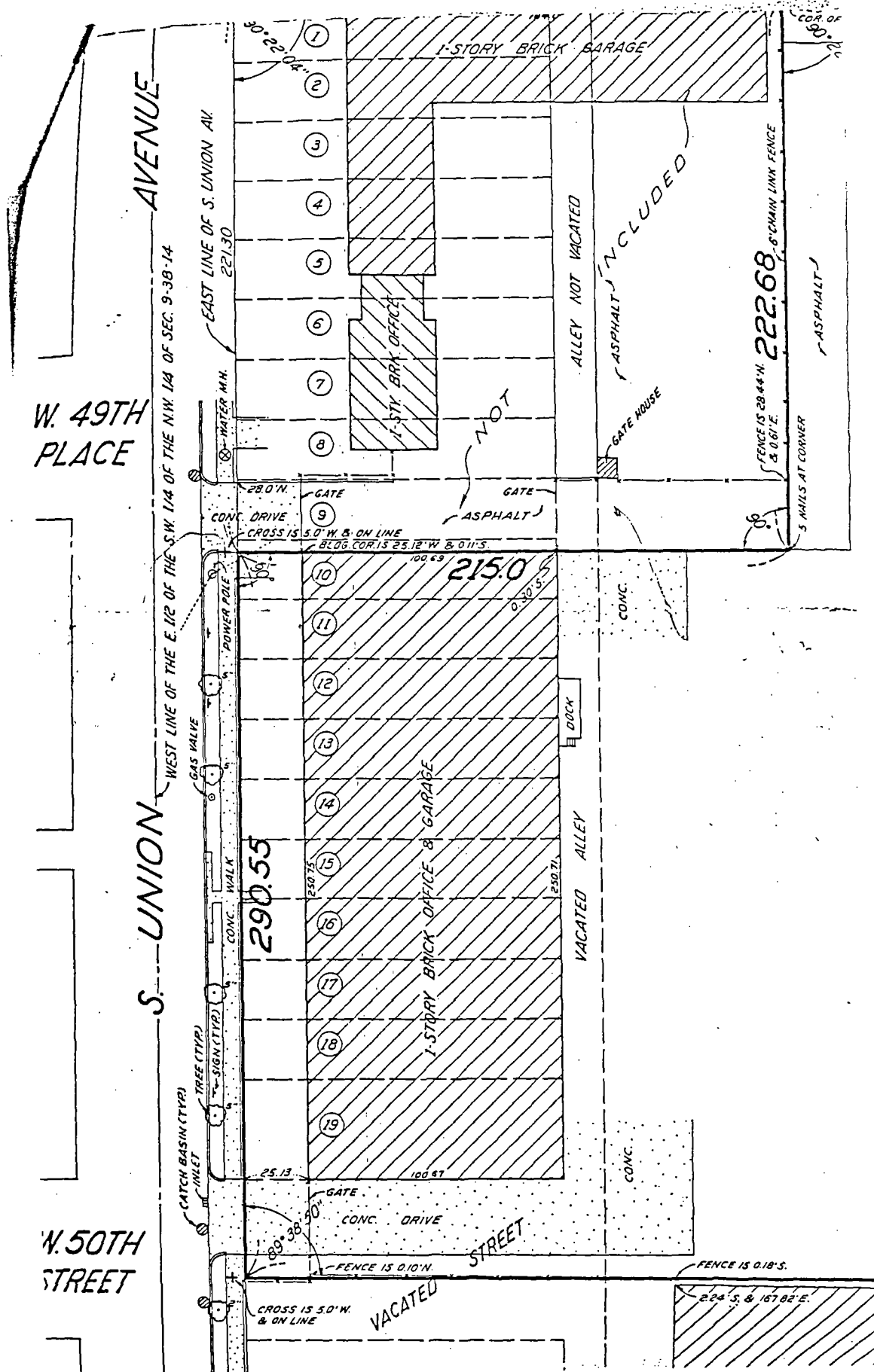


EXHIBIT B

PARCEL 1: THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; INCLUDING ALL OF LOT 9, THAT PART OF LOT 10 AND THE VACATED ALLEY ADJOINING SAID LOTS 9 AND 10 IN SUBDIVISION OF THE WEST 173.75 FEET OF THE EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9 TAKEN AS TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT INTERSECTION OF THE EAST LINE OF SOUTH UNION AVENUE AND THE SOUTH LINE OF NORTH 158 FEET OF SAID EAST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH UNION AVENUE A DISTANCE OF 221.30 FEET TO THE PLACE OF BEGINNING; THENCE EAST AT RIGHT ANGLE TO SAID EAST LINE OF SOUTH UNION AVENUE, A DISTANCE OF 215.0 FEET; THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH SAID EAST LINE OF SOUTH UNION AVENUE TO ITS INTERSECTION WITH THE EASTWARDLY EXTENSION OF THE NORTH LINE OF SAID LOT 9 AFORESAID; THENCE WEST ON THE EASTWARDLY EXTENSION OF THE NORTH LINE OF SAID LOT 9 AND THE NORTH LINE OF SAID LOT 9 TO ITS INTERSECTION WITH THE EAST LINE OF SOUTH UNION AVENUE; THENCE SOUTH ON THE EAST LINE OF SOUTH UNION AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

THIS INDENTURE WITNESSETH, that the Grantor, the City of Chicago, a municipal corporation of the State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, in so far as it lawfully may, to Pepsi-Cola General Bottlers, Inc., a Delaware corporation Grantee, an easement for pedestrian and vehicular access, on and across a concrete driveway located on the following described property owned by Grantor in Chicago, Cook County, Illinois:

PARCEL 1: THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; INCLUDING ALL OF LOT 9, THAT PART OF LOT 10 AND THE VACATED ALLEY ADJOINING SAID LOTS 9 AND 10 IN SUBDIVISION OF THE WEST 173.75 FEET OF THE EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION 9 TAKEN AS TRACT AND DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT INTERSECTION OF THE EAST LINE OF SOUTH UNION AVENUE AND THE SOUTH LINE OF NORTH 158 FEET OF SAID EAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$; THENCE SOUTH ALONG SAID EAST LINE OF SOUTH UNION AVENUE A DISTANCE OF 221.30 FEET TO THE PLACE OF BEGINNING; THENCE EAST AT RIGHT ANGLE TO SAID EAST LINE OF SOUTH UNION AVENUE, A DISTANCE OF 215.0 FEET; THENCE NORTH ALONG A LINE THAT IS PARALLEL WITH SAID EAST LINE OF SOUTH UNION AVENUE TO ITS INTERSECTION WITH THE EASTWARDLY EXTENSION OF THE NORTH LINE OF SAID LOT 9 AFORESAID; THENCE WEST ON THE EASTWARDLY EXTENSION OF THE NORTH LINE OF SAID LOT 9 AND THE NORTH LINE OF SAID LOT 9 TO ITS INTERSECTION WITH THE EAST LINE OF SOUTH UNION AVENUE; THENCE SOUTH ON THE EAST LINE OF SOUTH UNION AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Grantor reserves the right to use the aforesaid property for access to real estate owned by Grantor adjacent thereto; provided that Grantor's use shall not be such to prohibit use by Grantee. Without limiting the generality of the foregoing, Grantor agrees that no gates will be locked across the property covered hereby unless Grantee is given keys to unlock said gates. Grantee shall have no obligation for maintenance of the property covered hereby or for the driveway located thereon.

This easement shall run with the real estate described on Exhibit A attached hereto and made a part hereof which is served by the access covered by this easement.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk on or as of the _____ day of _____, 1982.

ATTEST:

CITY OF CHICAGO

By: _____
Walter S. Kozubowski
City Clerk

By: _____
Jane M. Byrne
Mayor

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned Notary Public in and for the said County, in the State aforesaid, does hereby certify that Jane M. Byrne and Walter S. Kozubowski, personally known to me to be Mayor and City Clerk, respectively; of the City of Chicago did sign, seal and deliver the foregoing instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notary seal this _____ day of _____, 1982.

Notary Public

My Commission expires _____, 1982.

Instrument prepared by:
John W. Falvey
111 E. Wacker Drive, Suite 1900
Chicago, Illinois 60601

CONTRACT OF SALE

This Agreement made as of the ____ day of _____, 1982 by and between the City of Chicago, a municipal corporation (hereinafter referred to as "Seller") and Pepsi-Cola General Bottlers, Inc., a Delaware corporation (hereinafter referred to as "Purchaser").

WHEREAS, Seller is the owner of fee simple title to the parcel of land containing 242,832.33 square feet which is located on Union Avenue at or near 51st Street, Chicago, Illinois, as shown and described on the Plat of Survey dated July 8, 1982 prepared by Nakawatase, Rutkowski, Wyns & Yi, Inc., attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the following buildings are located on the land shown on Exhibit A hereto:

Building #1 - Approximately 25,240 square feet
Building #2 - Approximately 23,000 square feet
Building #3 - Approximately 5,000 square feet
Building #4 - Approximately 2,500 square feet

WHEREAS, the land shown on Exhibit A hereto, with Building #1 thereon, is hereinafter referred to as "Real Estate" and the City desires to sell Real Estate to Purchaser, and the Purchaser desires to purchase the Real Estate from City, subject to the terms and conditions of this Contract; and

WHEREAS, City and Purchaser have agreed that Purchaser is to receive at Closing as part of the sale covered hereby an easement on and across the strip of land approximately 30 feet in width which is owned by City and which is shown outlined in blue on Exhibit B hereto, said easement to be granted for the purpose of vehicular and pedestrian access to the Real Estate, in addition to any other access routes which may now or hereafter be available.

NOW THEREFORE, it is agreed as follows:

1. Purchase and Sale

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the said Real Estate, subject to all terms and conditions set forth in this Agreement.

2. Purchase Price

The Purchase Price of the Real Estate is \$700,000 (Seven Hundred

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Thousand Dollars) which shall be payable in cash or cash equivalent at Closing (as hereinafter defined), plus or minus prorations.

3. Survey

Seller, at Seller's sole cost and expense, has caused to be prepared and furnished to Purchaser the Plat Of Survey attached as Exhibit A hereto, which has been certified by a registered land surveyor and shows all physical matters affecting title and use of the Real Estate.

4. Title Insurance

Seller, at Seller's cost and expense, has caused to be furnished to Purchaser the title insurance commitment dated September 8, 1982 issued by Stewart Title Guaranty Company (No. SC8-70-87) which covers the Real Estate and the parcel of land to be covered by the easement to be granted pursuant to Section 10 hereof.

Seller hereby agrees to arrange for an endorsement extending the coverage of the title insurance to Standard Exceptions (1) through (5) described in the commitment and Seller will arrange to have Exceptions 2, 3 & 4 on Schedule B to the commitment waived by Stewart Title Guaranty Company.

Seller shall be responsible for the premium for the Owner's title insurance policy in the amount of the Purchase Price covering the Real Estate and the parcel covered by the easement provided for in Section 10 hereof and containing no exceptions, except for general real estate taxes not yet due and payable.

5. Closing

The sale of the Real Estate from Seller to Purchaser pursuant to this Agreement shall be closed as soon as practicable after the date of this Agreement at the office of the Stewart Title Guaranty Company or such other place as is mutually acceptable to the parties, at a time and date which is acceptable to both Seller and Purchaser, but must occur within 30 (thirty) days after approval of sale by the City Council of the City of Chicago, or on a date which is mutually acceptable to Seller and Purchaser.

At Closing Seller shall deliver the following properly executed documents:

1. Warranty Deed covering the Real Estate
2. Easement required by Section 10 hereof
3. Plat Act Affidavit
4. Certified copy of a resolution of the City Council of Chicago authorizing the sale of the Real Estate from Seller to Purchaser pursuant to this Agreement.
5. State, County and City of Chicago transfer declarations
6. Closing Statement showing the net amount due from Purchaser at Closing.

At Closing, Purchaser shall deliver to Seller the Purchase Price (plus or minus prorations) in cash or cash equivalent or certified check, along with a certified resolution of Purchaser's Board of Directors authorizing the purchase of the Real Estate pursuant to this Agreement.

Purchaser shall be entitled to possession of the Real Estate when Closing is completed.

6. Taxes

It is understood that the Real Estate is exempt from real estate taxes for the period prior to Closing; because, Seller is a municipal corporation and Seller hereby agrees to reimburse Purchaser for any taxes charged to Purchaser with respect to the Real Estate (or any portion thereof) for my period prior to the Closing. The foregoing obligation shall survive the Closing of the sale of the Real Estate pursuant to this Agreement.

7. Removal of Buildings

Prior to Closing, Seller shall, at Seller's sole risk and expense, remove Building #2, Building #3 and Building #4 (as described in the second "Whereas" provision of the preamble to this Agreement) and shall deliver possession of the Real Estate to Purchaser in a neat and safe condition.

8. Seller's Representations

(a) Seller hereby represents that the Real Estate is zoned for industrial use and that the Real Estate complies with all applicable laws, rules, regulations and ordinances.

(b) There is no litigation or claim pending or threatened which may affect the title to the Real Estate or Purchaser's use thereof for industrial and related purposes.

(c) There are no set back violations.

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The foregoing representations shall survive the Closing and shall not be merged into the deed covering conveyance of the Real Estate from Seller to Purchaser.

9. Realtors

Seller and Purchaser each represents that it has not engaged any broker or realtor to represent it in connection with the sale or purchase of the Real Estate, as set forth in this Agreement and hereby agrees to save the other party harmless and indemnify it from all liability for commissions to any broker in the event its said representation is incorrect.

10. Easement

Seller hereby agrees to grant to Purchaser without charge an easement for vehicular and pedestrian access to the Real Estate on and across the parcel of land shown and described on Exhibit B hereto. Seller shall deliver to Purchaser at Closing an instrument in the form attached hereto as Exhibit C covering the foregoing easement.

11. Miscellaneous

- a. Time is of the essence in this contract.
- b. All notices or other communications under this contract shall be in writing and shall be served on the parties at the addresses shown below, by certified mail, return receipt requested:

If to Seller: City of Chicago
Room 501
City Hall
Chicago, Illinois 60602
Attn: Comptroller, Real Estate Office

If to Buyer: Pepsi-Cola General Bottlers, Inc.
1745 North Kolmar Avenue
Chicago, Illinois 60639
Attn: Mr. Robert Selleck, President

Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change. Any time limitation provided for in this Agreement shall commence with the date that the party actually receives such written notice, and the date of postmark of any return receipt indicating the date of delivery of such notice to the addressee shall be conclusive evidence of such receipt.

- c. This Agreement constitutes the entire agreement between

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Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, either oral or written, between them concerning the Real Estate other than those herein set forth. No subsequent alteration, amendment, change, deletion, or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

d. The headings, captions and numbering system are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Agreement.

e. This Agreement shall be governed by the laws of the State of Illinois.

f. This Agreement is subject to the approval of Purchaser's Board of Directors.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk and the Purchaser has signed and sealed the same on or as of the date first above written.

ATTEST:

CITY OF CHICAGO

By: _____

WALTER S. KOZUBOWSKI
City Clerk

By: _____

Jane M. Byrne, Mayor

ATTEST:

PEPSI-COLA GENERAL BOTTLERS, INC.

By: _____

Secretary

By: _____

Robert Selleck,
President

*Committee Discharged--On Proposed Ordinance Authorizing
an Amendment to Chapter 137.1 of the Municipal Code of
Chicago Concerning Motel and Hotel Reform.*

Alderman Roti moved to *Suspend the Rules of Order* of the City Council for the purpose of discharging the Joint Committee on License and Health from further consideration of an ordinance referred to it.

The motion *Prevailed*.

Alderman Roti then *moved to discharge* the joint Committee on License and Health from further consideration of an ordinance amending Chapter 137.1 of the Municipal Code of Chicago concerning Motel and Hotel Reform, which was referred to the joint committee on March 19, 1982.

The motion *Prevailed*.

Alderman Rittenberg then introduced the following amendment to the proposed ordinance:

SECTION 1. That the proposed amendment to Chapter 137.1 of the Municipal Code of Chicago is hereby amended as follows:

"Section 137.1-5(a), Letting Rooms to Rent, is deleted."

SECTION 2. This amendment shall take effect upon its adoption.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--46.

Nays--Alderwoman Barden--1.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

The following is said ordinance as passed:

WHEREAS, The maintenance of public order, health and welfare are the proper function of municipal government under its police power; and

WHEREAS, The operation of the motel and hotel business within the corporate limits of the City of Chicago affects public order, health and welfare and is a business properly subject to the home rule regulatory powers of this municipality under the provisions of the Illinois Constitution of 1970 and under the statutes of the State of Illinois; and

WHEREAS, Prevention of fire hazards and the suppression of unlawful criminal conduct which may occur on the premises of motels and hotels operated within the City of Chicago can best be achieved through the licensing of operators of motels and hotels; and

WHEREAS, Presently problems affecting the public health, welfare and peace are being caused by reason of neglectful, illegal or careless motel and hotel practices being undertaken by some motel and hotel operators; and

WHEREAS, We find that some of these neglectful or willful practices encourage the physical deterioration of the operated premises to an extent that a fire hazard may exist and/or encourage violation of municipal and state laws prohibiting prostitution, pimping, gambling and the unlicensed dispensing of narcotic and controlled substances; and

WHEREAS, In order to exercise municipal police powers to the fullest extent authorized by law and under the Illinois State Constitution of 1970 and after a legislative finding that regulation of Motel and Hotel Operations is necessary for the protection of good public order, peace, welfare and safety; now, therefore,

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

SECTION 1. Section 137.1-5., License Required, is added to read:

No person or entity shall operate a motel or hotel as defined in this Code without a license.

Section 137.1-6., Application, is added as follows:

An application for license shall be made in conformity with the general requirements of this code relating to applications for license. The Superintendent of Police shall cause an investigation to be made to ascertain that the applicant has complied with all applicable laws and ordinances applicable to said business, and whether the applicant is of good character and repute.

Section 137.1-7. License Fee, is added to read:

In addition to the fee set forth in Section 137.1-3 of this Chapter, the annual fee for a motel and hotel license shall be (\$75.00) Seventy Five Dollars in payment of the cost of administering this licensing program and for investigation by the Police Department.

Section 137.1-8 Maintaining a Public Disorder, is added to read as follows:

A licensee shall be guilty of maintaining a public disorder when the licensee or any of the licensee's employees knowingly permit prostitution, pimping, gambling or the unlawful sale of narcotic or controlled substances to be conducted upon the premises or immediately adjacent to the premises by any person or persons letting a room or rooms from said licensee.

A licensee shall be held to be guilty of maintaining a public disorder when the licensee or any employee of the licensee, through the exercise of ordinary care and diligence under such circumstances that a reasonable man would infer that prostitution, pimping, gambling or unlawful sale of narcotic or controlled substances is being conducted upon the premises or immediately adjacent to the premises by any person or persons letting a room or rooms from said licensee, fails to discover said fact.

However, no licensee shall be punished for maintaining a public disorder if said licensee notifies the police that he suspects that aforesaid conduct is occurring on his premises and/or terminates the letting of the room or rooms immediately upon learning that the aforesaid conduct is occurring or adjacent to his premises by said person or persons. No employee of the licensee shall be punished for maintaining a public disorder if said employee makes the notification required herein or notifies the licensee of the existence of the prohibited conduct for the licensee's action immediately upon the employee learning that said conduct is occurring on or immediately adjacent to the premises.

Section 137.1-9 Vicarious Liability, is added to read as follows:

The Licensee, its officers and directors, if it is a corporation, the licensee's partners and the principal manager shall be deemed to be responsible for the maintaining of a public disorder by any employee of the licensee whenever any employee is convicted of a municipal or state violation involving prostitution, pimping, keeper of disorderly house, gambling, or unlawful sale or possession of narcotic or controlled substances which conviction arises from acts which occurred upon the licensed premises. The presumption of responsibility is a rebuttable presumption that the class of persons described herein knew of and permitted the aforesaid named unlawful activities to occur on the licensed premises.

Section 137.1-10., Police Investigations, is added to read as follows:

Whenever the police are called or have occasion to be on the licensed premises for the purpose of making a police report relative to criminal conduct or an arrest, the Superintendent of Police shall cause to be conducted an investigation as to whether the "Maintaining of a Public Disorder" is occurring as defined herein and prepare a written report of the investigation and his findings and recommendation. The report shall be transmitted within 48 hours to the Corporation Counsel and to the Mayor's License Commission Director for further action as warranted. Reports made pursuant to this Section shall be available for examination by any Alderman or City Council Committee upon written request made upon the Corporation Counsel.

Section 137.1-11 License Suspension or Revocation, is added to read as follows:

The violation of 137.1-5, 137.1-7, 137.1-8, 137.1-5(a) 137.1-9 by any licensee shall be grounds for revocation or suspension of that licensee's hotel or motel license pursuant to the procedures under general licensing provisions of this Code.

Section 137.1-12, Additional Penalties, is added to read as follows:

Notwithstanding the penalties provided by Section 137.1-4 of this Section, violation of Sections 137.1-5(a), 137.1-5, 137.1-7, 137.1-8 and 137.1-9 shall be punishable by fine of not less than Two Hundred and Fifty Dollars (\$250.00) nor more than Five Hundred Dollars (\$500.00) for each separate violation. If any person is convicted a third time for violation of 137.1-8 or 137.1-9 said person shall be subject to imprisonment of not less than 30 days nor more than six months and a fine of Five Hundred Dollars (\$500.00).

SECTION 2. These amendments shall take effect immediately on passage.

RECESS TAKEN.

Thereupon, at 10:56 A.M., Alderman Frost moved that the City Council *Do Recess* for the purpose of holding a public hearing on the Budget Document for the Year 1983. The motion *Prevailed* by a viva voce vote and the City Council *Stood in Recess*.

PUBLIC HEARING ON BUDGET FOR YEAR 1983.

At 11:00 A.M., the City Council re-convened to hold a public hearing on the Budget Document for the fiscal year 1983, in accordance with the terms of the Resolution adopted by the City Council on Friday, November 12, 1982, as is noted on pages 13281 and 13290 of the Journal of the Proceedings of said date.

Alderman Frost stated that pursuant to Rule 2 of the Rules of Order and Procedure of the City Council, City of Chicago, in the absence of the Mayor and the President Pro Tem., a temporary Chairman for the meeting shall be elected by a majority of the aldermen present from among their members.

Alderman Frost then moved that Alderman Bernard Stone act as temporary Chairman for both the City Council meeting of November 23, 1982, and the public hearings advertised pursuant to the statutes and/or Federal Regulations. The motion *Prevailed*.

Alderman Frost next requested that the record indicate interpreters were available for Spanish speaking and for deaf persons.

Alderman Stone, temporary Chairman, thereupon presented the following speakers who addressed the Council:

Michael A. Thom, Research Associate, The Civic Federation;

Betty Willhoite, League of Women Voters of Chicago;

Mary Jo Hunt, Chicago Senior Senate and Catholic Charities;

L. Guy Palmer, Chicago Bar Association;

Callie Kenady, American Federation of State, County and Municipal Employees;

Ethel Streeter, C.P.D., and AFSCME;

Trudy Nelson, C.P.P. and AFSCME;

Kathleen Prendergast, AFSCME;

James de Jong, Chicago Disabled Coalition;

William G. Bradna, President, Chicago Property Owners Association.

Thereupon, at 1:00 P.M., Alderman Kelley moved that the City Council *Recess* the public hearing on the Budget Document for the Year 1983 and proceed to the public hearing on Federal Revenue Sharing Funds in accordance with the terms of the announcement made on November 12, 1982.

The motion *Prevailed*.

PUBLIC HEARING ON GENERAL REVENUE SHARING FUNDS.

At this point the Chair instructed the Clerk to read the following statement:

This Public Hearing is being held pursuant to the Code of Federal Regulations, Subtitle B, Part 51.14 (Local Fiscal Assistance Act of 1976). Whereby, interested citizens are invited to provide written or oral comments and to ask questions concerning the relationship of Entitlement Funds for Entitlement Period 14 (October 1, 1982 to September 30, 1983) to the entire budget. Accordingly, an advertisement was placed in the Chicago Sun-Times, a newspaper of general circulation on November 15, 1982, setting forth Tuesday, November 23, 1982, at 1:00 P.M., in the City Council Chamber, as the date of said Public Hearing.

Temporary Chairman Alderman Bernard Stone then requested that the Record show that he twice asked for witnesses and that no one appeared.

Alderman Kelley then moved that the Public Hearing on the General Revenue Sharing Funds be *Adjourned*.

The motion *Prevailed*.

Alderman Kelley then moved to *Return to the Order of Business* of the Public Hearing on the proposed Budget Document for 1983.

The motion *Prevailed*.

Temporary Chairman Alderman Stone then introduced the following speakers:

Reverend Joseph A. Mulcrone, Catholic Office of the Deaf;

Ora Schub, Legal Assistance Foundation;

Josephine E. Holzer, Council for Disability Rights;

Helen Haberkorn, Chicago Club for the Deaf;

Melissa M. Henz, Chicago Hearing Society;

Dong Gills, Chicago Rehab. Network;

Steven Moss, Jewish Council on Urban Affairs/ICARE;

Thomas Fox, Illinois Coalition Against Reagan Economics;

Michele Piel, Director, Day Care Action Council of Illinois, and the Chicago Coalition for Day Care Advocacy;

Sister Julio;

Rebecca McCurdy;

Presented for Patricia Crowley, O.S.B., Howard Area Community Center and Dehon House;

Karen Singer on behalf of Sara's Circle-Chris Hannibal;

Jane Ramsey, ICARE;

Sister Judy Bergen;

Slim Coleman;

Anthony H. Range, Firman Community Services/Chicago Coalition for Daycare Advocacy;

Susan Walker, Coalition for the Homeless;

John Sutcliff Hetman, 8th Day Center for Justice;

Reverend Gregory Jones, South Shore Community Church;

Elaine Hogue, Pacific Garden Mission;

Donna Hardina, Food Justice;

Father Michael Yosutaki, Cathedral Shelter of Chicago;

Katie Stanley, ICARE;

Prem Labvony, Case Worker Cook County Hospital;

Malvin Davie, West Side Organization Health Services Corp.;

Presented for Reverend Tom Behrens;

David Mendel Patt, Candidate for Alderman of 50th Ward;

Joan Dworkin, National Association of Social Workers, Illinois Chapter;

Father David Staszak, St. Pious Church;

Victor and Virginia Janowski, Co-Directors of St. Catherine of Genoa Parish House;

Father Fred Brandstradter;

Ralph Scott, Hyde Park Tenants Assoc.;

Bernard Harkin, Uptown;

Irene Lombardi, Uptown Shelter;

James Woods, Center for Street People;

Ron Vanderkooi;

Camille Page, Deaf Community;

Kate Kubey, Deaf Political Action Group and Advisory Board of Mayor's Office of the Handicapped;

Elinor Elam, Chicago Jobs Coalition;

Dovie Thurman, Illinois Welfare Rights Coalition and Voice of the People;

Betty Jane Pagues, Firman's Community Services;

Sue Washington, Illinois Nurses' Association;

Laurel Fitch, Trilogy, Inc.;

Michele Gazzolo, 8th Day Center for Justice-Uptown Shelter for Homeless.

Alderman Frost then moved that the Record show that Temporary Chairman Alderman Bernard Stone twice asked if there were any other witnesses and that no one appeared.

The motion *Prevailed*.

Thereupon Alderman Frost moved to *Conclude the Public Hearing on the Budget Document for the Year 1983 and to Resume the Regular Order of Business.*

The motion *Prevailed*.

Alderman Frost then moved that the Record show that the Public Hearing was concluded at 4:45 P.M.

The motion *Prevailed*.

REGULAR ORDER OF BUSINESS RESUMED.

MATTERS PRESENTED BY THE ALDERMEN.

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

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.

4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

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

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

Referred--PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Laurino (39th Ward)	N. Pulaski Road, at No. 4723;
Merlo (44th Ward)	N. Sheffield Avenue, at No. 3250.

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Street, Distance and Direction</i>
Roti (1st Ward) and Ray (27th Ward)	W. Van Buren Street from S. Wacker Drive to S. Canal Street --westerly;
Kellam (18th Ward)	First east-west alley south of W. 79th Street between S. Washtenaw and S. Talman Avenues -- easterly;
Mell (33rd Ward)	First alley west of N. California Avenue from W. Belden to W. Medill Avenues -- southerly;
Stone (50th Ward)	N. Hermitage Avenue from W. Devon to W. Granville Avenues --southerly.

*Referred--PROPOSED ORDINANCES TO PROHIBIT AT ALL TIMES
PARKING OF VEHICLES AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Distance</i>
Roti (1st Ward)	W. Van Buren Street (north side) from S. Canal to S. Desplaines Streets (tow-away zone); W. Van Buren Street (north side) from S. Green Street to S. Racine Avenue (tow-away zone);
Humes (8th Ward)	S. University Avenue, at No. 9345 (except for handicapped);
Hagopian (30th Ward)	W. Newport Avenue, at No. 4126 (except for handicapped);
Farina (36th Ward)	N. Harlem Avenue (east side) between W. Grand and W. North Avenues (snow route after two inches of snow).

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

Alderman Roti (1st Ward) presented a proposed ordinance to prohibit the parking of vehicles on the north side of W. Van Buren Street from S. Desplaines to S. Green Streets from 7:00 A.M. to 6:00 P.M. (Monday through Friday); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS FOR INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Sawyer (6th Ward)	E. 83rd Street and S. King Drive --"No Turn on Red - 7:00 A.M. to 7:00 P.M.";
Laurino (for Vrdolyak, 10th Ward)	E. 114th Street and S. Ewing Avenue - - "4-Way Stop";
Majerczyk (12th Ward)	W. 44th Street and S. Fairfield Avenue -- "Stop"; W. 44th Street and S. Talman Avenue -- "Stop"; W. 44th Street and S. Washtenaw Avenue -- "Stop";

Mell (33rd Ward)	W. Belle Plaine Avenue and N. Whipple Street -- "Stop";
Martinez (for Marcin, 35th Ward)	W. George Street and N. Lawndale Avenue -- "Caution - School Crossing";
Cullerton (38th Ward)	First north-south alley east of N. Austin Avenue between W. Berteau and W. Montrose Avenues -- "No Through Traffic";
	W. Cornelia and N. New England Avenues -- "3-Way Stop";
	W. Sunnyside and N. Mobile Avenues - - "Stop";
Laurino (39th Ward)	W. Balmoral and N. Sawyer Avenues - - "Stop";
Merlo (44th Ward)	W. Nelson Street and N. Sheffield Avenue -- "Stop";
	W. School Street and N. Greenview Avenue -- "3-Way Stop".

2. ZONING ORDINANCE AMENDMENTS.

Alderman Madrzyk (13th Ward) presented two proposed ordinances to amend the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Buildings and Zoning*, as follows:

To classify as an R2 Single Family Residence District, instead of R3 and R4 General Residence Districts the area shown on Map No. 14-K bounded by

W. 60th Street; S. Knox Avenue; the alley next north of and parallel to W. 63rd Street; and the alley next east of and parallel to S. Cicero Avenue.

To classify as an R2 Single Family Residence District, instead of an R3 General Residence District the area shown on Map No. 12-J bounded by

W. 53rd Street; the alley next west of and parallel to S. Kedzie Avenue; the alley next north of and parallel to W. 55th Street; and S. Homan Avenue.

3. CLAIMS.

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

<i>Alderman</i>	<i>Claimant</i>
Burke (14th Ward)	Elizabeth Bosnak
Sawyer (6th Ward)	Mrs. Johnson

4. UNCLASSIFIED MATTERS (Arranged in Order According to Ward Numbers).

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

Presented by

ALDERMAN ROTI (1st Ward):

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

A proposed ordinance to grant permission and authority to LaSalle National Bank, as trustee U/T No. 104096 to maintain and use subsurface space surrounding its building at No. 25 E. Washington Street--*Referred to the Committee on Local Industries, Streets and Alleys.*

—
*Referred--PROPOSED ORDINANCE TO ESTABLISH TAXICAB
STAND NO. 526.*

Also a proposed ordinance to establish taxicab stand No. 526 on N. Canal Street, along the east curb from a point 109 feet north of the north building line of W. Randolph Street to a point 116 feet north thereof.--*Referred to the Committee on Local Transportation.*

—
Presented by

ALDERWOMAN HUMES (8th Ward):

Congratulations and Commendations Extended to
Charles H. Jackson on Occasion of
His Retirement.

A proposed resolution reading as follows:

WHEREAS, Charles H. Jackson a native of Greenville, Mississippi, who came to Chicago at an early age and graduated from Willard Elementary, Wendell High School and Wilson Junior College; and

WHEREAS, Charles H. Jackson graduated from the Chicago Police Academy in April 1955; and

WHEREAS, Charles H. Jackson has served with distinction in many areas of law enforcement including; patrol officer, investigator for the States Attorney's Office, vice investigator, gambling unit, narcotics section and in the First Deputy's Office; and

WHEREAS, Charles H. Jackson has been the recipient of numerous honorable mentions and departmental commendations; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council duly assembled this 23rd day of November, 1982 congratulate and commend Charles H. Jackson upon his recent retirement for his 27 years of service and contributions to the welfare and safety of the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles H. Jackson.

Alderman Humes 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 Humes, the foregoing proposed resolution was *Adopted*.

Presented for

ALDERMAN VRDOLYAK (10th Ward):

Residential Permit Parking District--Zone 16 Amended.

A proposed ordinance, presented by Alderman Laurino, reading as follows:

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

SECTION 1. That the Ordinance passed by the City Council on October 27, 1982 (C.J. p. 13258) establishing a Residential Permit Parking District--Zone "16", be and is hereby amended by deleting it in its entirety and substituting the following language in lieu thereof:

E. 114th Street (north side) from S. Avenue O to S. Avenue M, and
S. Avenue M (both sides) from E. 113th Street to E. 114th Street, and
S. Avenue N (both sides) from E. 113th Street to E. 114th Street.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone-47.

Nays--None.

Presented by

ALDERMAN MADRZYK (13th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 147 OF
MUNICIPAL CODE CONCERNING LIQUOR
LICENSE REQUIREMENTS.

A proposed ordinance to amend Chapter 147 of the Municipal Code of the City of Chicago requiring an additional license for licensed liquor establishments to provide music and dancing.--*Referred to the Committee on License.*

Presented by

ALDERMAN BURKE (14th Ward):

Referred--PROPOSED RESOLUTION URGING COMMITTEE ON FINANCE
TO COMMENCE HEARING ON CITIZEN'S
UTILITY BOARD.

A proposed resolution urging the City Council Committee on Finance to commence a hearing on the creation of a Citizen's Utility Board.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN LIPINSKI (23rd Ward):

**Congratulations Extended to Mrs. Rose Szybowski on
Occasion of Her 70th Birthday.**

A proposed resolution reading as follows:

WHEREAS, Mrs. Rose Szybowski, an outstanding citizen of the 23rd Ward of this great City of Chicago, celebrated her 70th birthday October 29, 1982; and

WHEREAS, Rose Szybowski, known as "Gramma Rose" to her many friends and neighbors, celebrated this event with her husband and most of her family, which includes five daughters, 20 grandchildren and four great-grandchildren; and

WHEREAS, Always active in her community, Rose Szybowski is a member of Our Lady of Snows Council of Catholic Women and the Dorman and Dunn Unit 547, American Legion Auxiliary. She retired five years ago from Cinch Manufacturing/TRW, where she worked for 28 years; and

WHEREAS, Still very active, Rose Szybowski is busy compiling a cookbook from a collection of 400 of her favorite recipes; and

WHEREAS, Rose Szybowski is a symbol of family solidity and community participation and is a credit to our great City; 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 November, 1982, do hereby offer our congratulations to Mrs. Rose Szybowski on the occasion of her 70th birthday, as well as our best wishes to this fine citizen for a happy, successful and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mrs. Rose Szybowski.

Alderman Lipinski 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 Lipinski, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN MARZULLO (25th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building at No. 2248 W. 18th Place (fire-gutted) is so deteriorated and weakened that it 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 building located at No. 2248 W. 18th Place (fire-gutted) is declared a public nuisance, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

Presented by

ALDERMAN CULLERTON (38th Ward):

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

A proposed order for issuance of a permit to Arthur Rubloff and Company of Illinois, as agent for American National Bank and Trust Company, U/T No. 7906 to maintain and use an existing canopy attached to the building or structure at No. 5630 W. Belmont Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN LAURINO (39th Ward):

Referred--PROPOSED ORDER FOR INSTALLATION OF ALLEY LIGHT.

A proposed order for the installation of an alley light at the rear of the premises at No. 6645 N. Ionia Avenue.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN RITTENBERG (40th Ward):

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

A proposed ordinance to grant permission and authority to Edgewater Hospital to maintain and use specific public rights-of-way (vault and two tunnels) near Nos. 1619-1623 W. Edgewater Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT
AND MAINTAIN CANOPIES.

Two proposed orders for issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Hertz Corporation, No. 9 W. Kinzie Street;

Thomas E. McElroy Company, No. 153 E. Superior Street.

Presented by

ALDERMAN OBERMAN (43rd Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Astor-Banks, No. 1325 N. Astor Street;

Astor, Inc., No. 1301 N. Astor Street.

Presented by

ALDERMAN ORR (49th Ward):

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Two proposed orders for issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Barr Funeral Home, No. 6222 N. Broadway;

Golden Nugget Pancake House of Illinois, No. 1559 W. Devon Avenue/Nos. 6349-6355 N. Clark Street.

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:

License Fee Exemptions:

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home (Norwegian Old People's Home Society), No. 6016 N. Nina Avenue.

Cancellation of Warrants for Collection:

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home (The Norwegian Old People's Home Society), No. 6016 N. Nina Avenue--elevator inspection.

BY ALDERMAN NATARUS (42nd Ward):

Rehabilitation Institute of Chicago, No. 344 E. Huron Street--driveway inspection.

Water Rate Exemptions:

BY ALDERMAN LAURINO (39th Ward):

Telshe Yeshiva - Chicago (Rabbinical College of Telshe - Chicago, Inc.), No. 3535 W. Foster Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Y.M.C.A., No. 1515 N. Halsted Street.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 18, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Thursday, November 18, 1982, at 9:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof.

The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Execution of Agreement Authorized Between City and The
Tabernacle Community Outreach Center Under the
Community Block Grant Program.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of November 12, 1982, pages 13361-13364, recommending that the City Council pass a proposed ordinance authorizing the execution of an agreement between the City of Chicago and The Tabernacle Adolescent, Adult and Senior Society, Inc., necessary for repairs to The Tabernacle Community Outreach Center under the Community Development Block Grant Program.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago has received funds from the United States Department of Housing and Urban Development under the Housing and Community Development Block Grant Program to promote Community Development activities; and

WHEREAS, The rehabilitation of Community Facilities is one of the specific areas for funding under this program; and

WHEREAS, The Tabernacle Adolescent, Adult and Senior Society, Inc., is a non-profit, secular community service organization serving the educational, vocational and recreational needs of Grand Boulevard Community, the City of Chicago; and

WHEREAS, The Tabernacle Adolescent, Adult and Senior Society, Inc., has acquired the former Henry Horner school building at 4101-4111 South Michigan Avenue and intends to renovate this structure to serve a Community Outreach Center; and

WHEREAS, The subject building at 4101-4111 South Michigan Avenue is vacant and in immediate need of roof repair and securing to prevent structural damage; and

WHEREAS, The project has received the approval of the City of Chicago's Community Development and Housing Coordinating Committee; now, therefore,

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

SECTION 1. A portion of the Housing and Community Development Block Grant funds allocated to the City of Chicago, (incorporated herein by reference), in the amount of Eighty-five Thousand Dollars (\$85,000) is hereby allocated by the City of Chicago for use in facilitating the roof repair and securing at the proposed Tabernacle Community Outreach Center located at 4101-4111 South Michigan Avenue.

SECTION 2. These funds are to be allocated subject to the agreement entered into between the City of Chicago and the Tabernacle Adolescent, Adult and Senior Society, Inc., attached hereto.

SECTION 3. The Mayor is hereby authorized and directed to execute two counterparts of said agreement on behalf of the City of Chicago and the City Clerk is hereby authorized and directed to impress the official seal of the City of Chicago thereto, and attest each said counterpart.

SECTION 4. The Commissioner of the Department of Planning is authorized to forward such counterparts to the United States Department of Housing and Urban Development and the Tabernacle Adolescent, Adult and Senior Society, Inc., together with any further documentation required by the Department of Housing and Urban Development.

SECTION 5. This ordinance shall become effective from and after its approval.
Agreement attached to this ordinance reads as follows:

This Agreement entered into this ____ day of _____, 1982 by the City of Chicago, a Municipal Corporation, hereinafter referred to as the "City", and the Tabernacle Adolescent, Adult and Senior Society, Inc., a nonprofit service organization, hereinafter referred to as the "Society";

Whereas, Pursuant to the enactment of the Federal Housing and Community Development Act of 1974 (Public Law 93-383), the City has made application to the Federal Department of Housing and Urban Development for a Community Development Block Grant for fiscal year 1982; and

Whereas, The Community Development Program of the City of Chicago provides a budgetary allocation in said Grant in the sum of \$85,000 for the Tabernacle Adolescent, Adult and Senior Society, Inc., for the purpose of repairing the Tabernacle Community Outreach Center building located at 4101-4111 South Michigan Avenue in the City of Chicago;

Now, Therefore, in consideration of said Grant, in the sum of Eighty-five Thousand Dollars (\$85,000) the Tabernacle Adolescent, Adult and Senior Society, Inc., undertakes to perform as follows:

1. Scope of Services

(a) The Society shall use said grant for the following purposes:

1. Installation of new roof, window securing and related repairs on building located at 4101-4111 South Michigan Avenue.
2. Architectural and professional services related to item No. 1 above.

- (b) The allocation of specific funds for the above categories shall be subject to review by the City Department of Planning, it being the intention of the Parties to provide some flexibility in the programming consistent with the best interests of the City and the Society.

2. Time for Performance:

This contract shall be performed within one year from date of execution herein.

3. Compensation and Method of Payment:

(a) Compensation:

The Society shall be compensated on a reimbursement basis for cost expended pursuant to a budget set forth and made a part hereof. It is the intent of the Parties to this contract that all reimbursement by the City shall be for money actually expended by the Society within the terms of the budget.

(b) Method of Payment:

The City agrees to pay the Society an amount not to exceed \$85,000, which shall constitute full and complete compensation for all of the obligations undertaken by the Society under the terms of this contract. The City shall make payment under this contract upon presentation of requisitions for reimbursement by the Society. As often as determined by the City, the Society will submit to the City a requisition for reimbursement supported by appropriate documentation specified by the City as to the expenditures incurred by the Society in the performance of this contract and claimed as an allowable cost. The above documents should indicate the disposition of the amount requested on the form to be provided by the City.

(c) Maximum Compensation:

It is expressly understood and agreed that in no event will the total amount paid to the Society hereunder exceed the maximum sum of \$85,000.

4. Fund Chargeable:

Expenditures under this contract shall be payable from

5. Notices:

Notices and communications under this contract shall be sent first class mail to the City, addressed to Mr. Martin R. Murphy, Commissioner of the Department of Planning, Room 1000, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and to the Society, addressed to Dr. Louis Rawls, President, Tabernacle Adolescent, Adult and Senior Society, Inc. 4130 South Indiana Avenue, Chicago, Illinois 60653.

6. Terms and Conditions:

This contract is subject to, and incorporates the Program and Budget attached hereto and made a part hereof, and in addition thereto, is subject to the provisions of Part 2 entitled "General Conditions - Non-Discrimination" attached hereto and made a part hereof.

The Society agrees to indemnify and hold harmless the City of Chicago for any claims whatsoever, arising out of or by reason of the construction provided for herein, for damages or injuries to persons or property and to make the City co-insured for public liability insurance to cover such exigencies in the amount of \$500,000.

In Witness Whereof, the City and the Society have executed this contract as of the date first above written.

[Signature forms omitted for printing purposes]

**Authority Granted for Decrease in MFT Funds for Rehabilitation
of Traffic Control Signals Located at N. Kimball and
W. Belmont Aves.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of Proceedings of November 12, 1982, pages 13367-13368, recommending that the City Council pass a proposed ordinance authorizing a decrease in the allocation of Motor Fuel Tax Funds for the rehabilitation of traffic control signals located at N. Kimball Avenue and W. Belmont Avenue.

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--47.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago on September 13, 1978 on pages 8234-35 of the Journal of the Proceedings of said date, authorizing and directing the Commissioner of Streets and Sanitation to rehabilitate traffic signals, is hereby amended and closed as follows:

<i>Intersection</i>	<i>Estimated Cost</i>
North Kimball and West Belmont Avenue M.F.T. Project No. 1702 Section: Belmont Avenue - 0606.02	\$ 6,000.00
Actual amount appropriated by the City Comptroller	2,000.00
Be and the same is hereby amended and closed as follows:	
By deleting the estimated costs of	6,000.00
and inserting in lieu thereof the amending and closing amount of	1,436.00
And therefore the balance of funds is to be returned to the unobligated Motor Fuel Tax Funds	564.00

SECTION 2. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax Project or Motor Fuel Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

Upon certification of the completion of this project by the State of Illinois, Department of Transportation, any remaining Motor Fuel Tax Funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 3. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 4. The Operating Department shall maintain a separate ledger account for each project utilizing standard account classifications acceptable under generally accepted accounting principles with all charges for direct and indirect expenses delineated, categorized and detailed for each such project.

SECTION 5. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Streets and Sanitation.

SECTION 6. The City Clerk is directed to transmit two (2) certified copies of this ordinance to the Department of Transportation of the State of Illinois, through the Regional Transportation Engineer for the Northeast Region of said Department of Transportation.

SECTION 7. This ordinance shall be in force and effect from and after its passage.

MISCELLANEOUS BUSINESS.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent Alderman Frost thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Tuesday, the twenty-third (23rd) day of November, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday the first (1st) day of December, 1982, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas--Aldermen Roti, Barnett, Kenner, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--47.

Nays--None.

ADJOURNMENT.

Thereupon Alderman Damato moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, December 1, 1982, at 10:00 A.M., in the Council Chamber in the City Hall.

A handwritten signature in black ink, reading "Walter S. Kozubowski". The signature is written in a cursive style with a large, stylized "W" and "K".

WALTER S. KOZUBOWSKI,
City Clerk.