

COPY



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

Regular Meeting—Friday, March 25, 1983

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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone.

Absent--Aldermen Kenner, Hagopian, Rittenberg.

Call to Order.

On Friday, March 25, 1983 at 10:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Quorum present.

On motion of Aldermen Martinez and Cullerton, respectively, it was ordered noted in the Journal that Alderman Hagopian was hospitalized and Alderman Rittenberg was absent due to illness.

Invocation.

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

Tribute to Late Idelle Goode.

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, and citizens of Chicago were saddened by the death of Idelle Goode on March 10, 1983; and

WHEREAS, Idelle Goode was the director of the Mayor's Office of Senior Citizens and Handicapped since May 1, 1979; and

WHEREAS, Idelle Goode, a native Chicagoan, was active in city, county and state government for more than 50 years; and

WHEREAS, Idelle Goode served as the first woman deputy assessor in the Office of the Cook County Assessor, an investigator for the Illinois Department of Revenue and as a staff member of the Traffic and Public Safety Committee of this City Council; and

WHEREAS, Idelle Goode was honored as the City's number one saleswoman of war bonds during World War II; and

WHEREAS, Idelle Goode was Democratic Committeewoman in the 49th Ward and a member of the Executive Committee of Democratic Women in Cook County; and

WHEREAS, Idelle Goode was a tireless champion of Chicago's elderly and handicapped, and her determination and compassion was reflected in the operation of the Office of Senior Citizens and Handicapped as a highly responsive agency; now, therefore,

Be It Resolved, That the Mayor and the City Council, assembled this 25th day of March, 1983, do hereby express our sadness with the death of Idelle Goode and extend our heartfelt condolences to her sons, Benjamin and Elliott; her sisters, Mrs. Joanne Kodish, Mrs. Mildred Lake, and Mrs. Beatrice Burke; and other members of her family; and

Be It Further Resolved, That suitable copies of this resolution be transmitted to members of the family.

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

On motion of Alderman Stone (seconded by Aldermen Schuller and Marcin) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Tribute to Late Reverend Christine R. Leak

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

WHEREAS, In the faithful performance of her sacred calling as a minister of the gospel, the Reverend Christine R. Leak died only three weeks following her installation as pastor of South Deering United Methodist Church; and

WHEREAS, Reverend Leak was a lifelong resident of Chicago, having graduated from Englewood High School and the Michael Reese Hospital School of Nursing, where she began her career as a Registered Nurse; and

WHEREAS, As a 1st Lieutenant during the Korean War, Reverend Leak served her country and humanity through dangerous and exhausting duty in Far Eastern and United States military hospitals; and

WHEREAS, She later became a devoted wife and mother, as well as a civic leader, a student of personal and family enrichment, a professor of nursing and founder of the Chicago Chapter of the National Black Nurses Association ; and

WHEREAS, Reverend Leak organized and led the Concerned Black Parents of Gage Park through a successful fight to integrate that high school; now, therefore,

Be It Resolved, By the Mayor of the City of Chicago and the City Council assembled for a meeting this 25th day of March, 1983, that we do hereby express our profound sadness at the death of Reverend Christine R. Leak and extend our condolences to her beloved husband, Edward K. Leak, Sr.; daughters Lynne Waters, Elizabeth, Laverne Hendricks, Carol Norsleet, Linda and Edwina; son Edward Keith, Jr.; her father John St. Elmo Thigpen, Sr.; stepmother; sisters; brother and other members of her family; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to the family of the Reverend Christine R. Leak.

Alderman Barden 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 Barden (seconded by Alderman Sawyer) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR ELAM
HOUSE REHABILITATION GRANT.

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

March 25, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the expenditures of Community Development Block Grant funds for: Elam House Rehabilitation Grant.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXPENDITURE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR NEW
CITY YMCA RECREATION FIELDS/COMMUNITY PARK.

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

March 25, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing the expenditures of Community Development Block Grant funds for: New City YMCA Recreation Fields/Community Park.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO ESTABLISH PREVAILING WAGE
RATES FOR SPECIFIED CITY WORKERS.

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

March 25, 1983.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance establishing the prevailing rate of wages for workers employed in the construction of public works in the City of Chicago, as required by state law.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SITES DESIGNATED BY
PUBLIC BUILDING COMMISSION FOR VARIOUS
BOARD OF EDUCATION PROJECTS.

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

March 25, 1983.

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

LADIES AND GENTLEMEN--At the request of the Public Building Commission, I transmit herewith an ordinance for approval given to sites designated by the Public Building Commission for renovation, rehabilitation and improvement of facilities at various Board of Education projects.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
AMENDMENTS TO VARIOUS AGREEMENTS CONCERNING
BRICKYARD EXPANSION PROJECT PHASE III.

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

March 25, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I am transmitting herewith an ordinance authorizing the execution of Amendments to Interpretive Agreement, Redevelopment Agreement and Urban Development Action Grant Agreement regarding Brickyard Expansion Project Phase III.

March 25, 1983

COMMUNICATIONS, ETC.

16459

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
REDEVELOPMENT AGREEMENT FOR CHICAGO FILM AND VIDEO
STUDIO FOUNDATION, ETC.

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

March 25, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I am transmitting herewith an ordinance authorizing the execution of a Redevelopment Agreement with Chicago Film and Video Studio Foundation and the execution of Co-operative Redevelopment Agreements with Rah Producers Center, Inc. and the partnership of William Levy-Rudolph Tessler.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
REDEVELOPMENT AGREEMENT CONCERNING EXCHANGE
CENTER 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

March 25, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I am transmitting herewith an ordinance authorizing the Commissioner of the Department of Economic Development upon review as to form and substance by the Corporation Counsel, to enter into and execute a Redevelopment Agreement and such other documents as may be required concerning the Exchange Center Project.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
REDEVELOPMENT AGREEMENT FOR R. P. WEINER
AND COMPANY, ETC.

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

March 25, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I am transmitting herewith an ordinance authorizing the execution of a Redevelopment Agreement with R. P. Weiner and Company and the execution of a Land Purchase Agreement with the Prudential Insurance Company of America for the cooperative purchase of a project site for the use of R. P. Weiner and Company.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR APPROVAL OF
REVOLVING LOAN FUND LOAN AGREEMENT FOR
JAMES ELECTRONICS, INC., ETC.

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

March 25, 1983.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance providing for the approval of a Revolving Loan Fund Loan Agreement with James Electronics, Inc. and authorizing the Commissioner of the Department of Economic Development to enter into and execute the aforesaid agreements 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 APPROVE AMENDMENT NO. 5
TO CENTRAL WEST REDEVELOPMENT PLAN.

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

March 25, 1983

COMMUNICATIONS, ETC.

16461

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve Amendment No. 5 to the Central West Redevelopment Plan."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 3
TO DOUGLAS-LAWNDALE URBAN RENEWAL PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve Amendment No. 3 to the Douglas-Lawndale Urban Renewal Plan."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 1
IN MADISON-ALBANY REDEVELOPMENT PLAN.

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

March 25, 1983

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve Amendment No. 1 to the Madison-Albany Redevelopment Plan."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 8
TO NEAR WEST SIDE CONSERVATION PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve Amendment No. 8 to the Near West Side Conservation Plan."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND
IN REDEVELOPMENT PROJECT CENTRAL WEST (PARCEL R-13 (a)).

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

March 25, 1983

COMMUNICATIONS, ETC.

16463

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Central West."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN
LAND IN REDEVELOPMENT PROJECT CENTRAL WEST
(PARCEL R-13 (b)).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Central West."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN
LAND IN REDEVELOPMENT PROJECT CENTRAL WEST
(PARCEL R-13 (c)).

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

March 25, 1983

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Central West."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN
LAND IN REDEVELOPMENT PROJECT CENTRAL WEST
(PARCEL R-13 (d)).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Central West."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN
LAND IN REDEVELOPMENT PROJECT CENTRAL WEST
(PARCEL R-13 (e)).

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

March 25, 1983

COMMUNICATIONS, ETC.

16465

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Central West."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN
LAND IN REDEVELOPMENT PROJECT CENTRAL WEST
(PARCEL R-14).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in Redevelopment Project Central West."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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

Referred--PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN
LAND IN NEAR WEST SIDE CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

March 25, 1983.

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 am transmitting herewith copies of an Ordinance, "To Approve the Sale of Certain Land in the Near West Side Conservation Area."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Special Meeting on March 24, 1983, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration in this matter.

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:

Proclamations.

Proclamations of Honorable Jane M. Byrne, Mayor, designating times for special observances as follows:

"RED CROSS MONTH IN CHICAGO":
Month of March, 1983;

"KELLY WEEK IN CHICAGO":
March 13 - 19, 1983;

"WILLIAM A. LEE DAY IN CHICAGO":
March 19, 1983;

"DOROTHY McCONNER DAY IN CHICAGO":
March 19, 1983;

"AFGHANISTAN DAY IN CHICAGO":
March 21, 1983;

"CANCER CRUSADE MONTH IN CHICAGO":
Month of April, 1983;

"HELLENIC FOUNDATION MONTH IN CHICAGO":
Month of April, 1983;

"McDONALD'S PREP CAGE CLASSIC DAY IN CHICAGO":
April 2, 1983;

"EDWIN HAWKINS MUSIC AND ARTS WEEK IN CHICAGO":
April 4-8, 1983;

"MARCH OF DIMES SALUTE TO BABIES DAY IN CHICAGO":
April 7, 1983;

"XINOS DAYS IN CHICAGO":
April 8, 9, and 10, 1983;

"PRIVATE PROPERTY WEEK IN CHICAGO":
April 10-16, 1983;

"COIN WEEK IN CHICAGO":
April 17-23, 1983;

"MARKETING RESEARCH WEEK IN CHICAGO":
April 18-24, 1983;

"STATE OF ISRAEL INDEPENDENCE DAY IN CHICAGO":
April 18, 1983;

"PROFESSIONAL SECRETARIES WEEK":
April 24-30, 1983;

"OUR WORLD-UNDERWATER WEEK IN CHICAGO":
May 1-8, 1983;

"RAILROAD WOMEN'S DAY IN CHICAGO":
May 18, 1983.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

American National Bank and Trust Co., U/T No. 38162: Acceptance and bond under an ordinance passed on November 12, 1982 (pedestrian tunnel); filed on March 11, 1983;

David Berg and Company: Acceptance and bond under an ordinance passed on November 12, 1982 (covered bridge); filed on March 18, 1983;

LaSalle National Bank, U/T No. 104096: Acceptance and bond under an ordinance passed on December 15, 1982 (subsurface space); filed on March 11, 1983;

Loyola University: Acceptance and bond under an ordinance passed on December 15, 1982 (covered bridge); filed on March 10, 1983.

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 March 9, 1983, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on March 24, 1983, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on March 9, 1983, [published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947], which printed pamphlet copies were delivered to the City Clerk on March 24, 1983.

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 listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Claims against City of Chicago.

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

Abarth Inc., Allstate Ins. Co. (5) Giovanni Carlino, Phillip Jackson, Michael McNamara, Jimmie Phillips, Ricky and Susan Williams, Amalgamated Trust and Savings Bank, American Ambassador Cas. Co. (3) Dan and Mary Harris, Allen Johnson, Simmie Ward, American Hoechst Corp.;

Bednarski Vera, Behm David S., Bottcher Mitzy;

Carlson Harold, Cartwright Charles T. Jr., CFR Leasing Corp., Chicago-Europa Marketing, Checker Taxi Co., C.N.A. Ins. Co. and Marie E. Hofbauer, Colker Jay, Conditt George W., Condon Norine T., Confectionary Specialist, Corso Eileen M., Coyle Henry J. (4), Curley Daniel, Curry James C.;

Daylie Landon R., Dean Fay, Denwoody Lunenia, Des Rosiers Michael, DeVore Forrest L., Difiglio Sam;

Eber Bridget, Eng Thomas;

Figlerowicz Chester, First General Ins. Co. and Joseph Blas, Foster Anna Nash;

O. Gomez Construction, Gray Donald W., Gray W., Green Howard, Grimaldi Joseph and Bernadette, Grisemer Robert E., Gutierrez Pablo;

Hansen Roland A., Harris Leona, The Hartford Ins. Co. and Field Enterprises, Howard Ella;

Ihmoud Ahmad, Illinois Bell Tel. Co. (7), Ivy Doris L.;

Jacobs Lhea, Johnson Martha E., Johnson Patricia L.;

Kabakoff Henry, Kalebich Robert, Kemper Group (2) Gregory Bowerman, Michael Zurakov, Klimkiewicz Chris;

Labanco Anthony, Liberty Mut. Ins. Co. and Walter T. Glab, Linnane Patrick, Lubkeman Marge;

Markey Corp., Martinez Greg, Mayzure Scott, Metropolitan Ins. Co. and Earl Thomas;

Nixon Mack, Noelliste Gloria J.;

O'Donnell Nancy, Okeh Electric Co.;

Panson Helen, The Peoples Gas Light and Coke Co. (5), Perez Jose A., Polenzani Alfred L., Porky's Inc., Poulson Norval, Prinz Dora;

Quintanilla Alma;

Rankins James W.;

Schlecht Russell W., Schuster Victor, Service Electric Co., Shavers Elizabeth, Spiegler Leo, State Farm Ins. Co. (4) Frank Caira Jr., Alvin and Jean Leonard, Michael McGann, Glen Parisian, Stone Avery, Strepek Richard J., Sweis;

Trojanek Frank;

Underwriters Adj. Co. and William L. Johnson;

Ward Josephine, Welsing Frances C., West Bend Mut. and Charles Bionda, Western States Ins. Co. (2) Mary Flood, Wasyl Tarasenko, Woolridge Beverly, W.R.G. Claims Management Services Inc. and Richard Mink;

Yellow Cab. Co.

Zoning Reclassifications of Particular Areas.

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

Albany Bank & Trust Company, U/T No. 11-4073 and Edward S. Salomon--to classify as a B4-4 Restricted Service District instead of a B4-3 Restricted Service District the area shown on Map No. 7-G bounded by

the alley next north of and parallel to W. Fullerton Avenue; a line 140.08 feet east of and parallel to N. Sheffield Avenue; W. Fullerton Avenue; and N. Sheffield Avenue;

Celano & Associates, Ltd.--to classify as a Business Planned Development instead of B4-1 Restricted Service and M1-1 Restricted Manufacturing Districts the area shown on Map No. 9-J bounded by

W. Addison Street; a line 506.42 feet east of the alley next west of N. Kimball Avenue or the line thereof if extended where no alley exists; a line 383.38 feet south of the south line of W. Addison Street; a line 444.42 feet east of the line of the alley, if extended where no alley exists, next west of N. Kimball Avenue; a line 473.38 feet south of the south line of W. Addison Street; etc.;

Diversey-Broadway Associates--to classify as a Residential-Business Planned Development instead of a B3-4 General Retail District the area shown on Map No. 7-F bounded by

the public alley north of and parallel to W. Diversey Parkway; the alley next east of N. Broadway; W. Diversey Parkway; N. Broadway; a line 125 feet north of and parallel to W. Diversey Parkway; a line 186.14 feet west of the alley next east of N. Broadway;

Lencor Communications, Inc.--to classify as Business Planned Development No. 19 incorporating a Planned Communication Device instead of Business Planned Development No. 19 the area shown on Map No. 6-E bounded by

No. 451 E. 23rd Street;

National Public Radio--to classify as a Communication Planned Development and supplementing the B6-7 Restricted Central Business District symbols and indications shown on Map No. 1-E bounded by

No. 230 N. Michigan Avenue;

New Greater Bethlehem Primitive Baptist Church--to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 1-I bounded by

W. Lake Street; N. Talman Avenue; the alley next south of and parallel to W. Lake Street; and a line 175 feet west of and parallel to N. Talman Avenue;

TJC Associates--to classify as Business Planned Development No. 27, as amended, instead of Business Planned Development No. 27 the area shown on Map No. 2-F bounded by

W. Madison Street; the west bank of the South Branch of the Chicago River; W. Jackson Boulevard; a line from a point 191.3 feet east of S. Canal Street along the south line of W. Jackson Boulevard to be connected by a 400.35 foot arc with a chord of 399.84 feet, to a point 231.21 feet east of S. Canal Street along the north line of W. Van Buren Street; W. Van Buren Street; S. Canal Street; W. Monroe Street; S. Clinton Street; W. Arcade Place; and S. Canal Street;

John D. Walsh--to classify as an R1 Single-Family Residence District instead of a C1-1 Restricted Commercial District the area shown on Map No. 26-G bounded by

a line 162 feet 8 inches north of and parallel to W. 105th Street, S. Charles Street; a line 96 feet north of and parallel to W. 105th Street and the alley next west of and parallel to S. Charles Street.

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

Also reports from the Corporation Counsel (filed in the Office of the City Clerk on March 18, 1983) addressed to the City Council (signed by Timothy D. O'Hara, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended January, 1983.--*Referred to the Committee on Finance.*

—
*Referred--PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL
IMPROVEMENTS FOR SIDEWALK AND ALLEY IMPROVEMENTS.*

The City Clerk transmitted the following communications addressed to him under date of March 21, 1983, signed by Edwin J. Kowalski, Secretary of the Board of Local Improvements; Department of Streets and Sanitation, which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost of said improvement thereof and recommends passage of said ordinances.

- Ward 6 - Grading, paving and improving the alley between E. 88th Place, E. 89th Street, S. Langley Avenue and S. St. Lawrence Avenue, etc.;
- Ward 8 - Grading, paving and improving the alley between E. 89th Street, E. 90th Street, S. Jeffery Boulevard and S. Euclid Avenue, etc.;
- Ward 8 - Grading, paving and improving the alleys between E. 87th Place, E. 88th Street, S. Kimbark Avenue and N.Y.C. & St. L. R.R. R.O.W.;
- Ward 9 - Grading, paving and improving the alley between E. 105th Street, E. 106th Street, S. Forest Avenue and S. Prairie Avenue;
- Ward 9 - Grading, paving and improving the alleys between E. 106th Street, E. 107th Street, S. Forest Avenue and S. Prairie Avenue, etc.
- Ward 9 - Grading, paving and improving the alley between E. 107th Street, E. 108th Street, S. Dauphin Avenue and S. Rhodes Avenue, etc.;

- Ward 9 - Grading, paving and improving the alleys between W. 123rd Street, W. 124th Street, S. Lowe Avenue and S. Union Avenue, etc.;
- Ward 11 - Grading, paving and improving the alley between S. Lyman Street, W. 31st Street, S. Loomis Street and S. Haynes Court, etc.
- Ward 11 - Grading, paving and improving the alleys between W. 36th Street, W. 37th Street, S. Parnell Avenue and S. Wallace Street, etc.;
- Ward 11 - Grading, paving and improving the alleys between W. 37th Street, W. 38th Street, S. Parnell Avenue and S. Wallace Street, etc.
- Ward 12 - Grading, paving and improving the alleys between W. 51st Street, W. 52nd Street, S. Trumbull Avenue and S. St. Louis Avenue, etc.;
- Ward 13 - Grading, paving and improving the alley between Belt Railroad, W. 60th Street, S. Mason Avenue and S. Austin Avenue;
- Ward 19 - Grading, paving and improving the alley between W. Monterey Avenue, S. Edmaire Street, S. Homewood Avenue and C. R.I. & P. R.R., etc.;
- Ward 20 - Grading, paving and improving the alleys between E. 69th Street, E. 70th Street, S. Kimbark Avenue and S. Woodlawn Avenue, etc.;
- Ward 21 - Grading, paving and improving the alley between W. 88th Street, W. 90th Street, S. Winchester Avenue and S. Beverly Avenue;
- Ward 21 - Grading, paving and improving the alley between W. 92nd Street, W. 93rd Street, S. Aberdeen Street and S. May Street;
- Ward 21 - Grading, paving and improving the alley between E. 100th Street, E. 101st Street, S. Rhodes Avenue and S. Eberhart Avenue, etc.;
- Ward 24 - Grading, paving and improving the alleys between W. Harrison Street, W. Fifth Avenue, S. Kedvale Avenue and S. Keeler Avenue, etc.;
- Ward 34 - Grading, paving and improving the alley between W. 122nd Street, W. 123rd Street, S. Aberdeen Street and S. May Street, etc.;
- Ward 36 - Grading, paving and improving the alley between W. Roscoe Street, W. School Street, N. Harlem Avenue and N. Oconto Avenue;
- Ward 38 - Grading, paving and improving the alleys between W. Forest Preserve Drive, W. Grace Street, N. Olcott Avenue and N. Oleander Avenue, etc.;
- Ward 38 - Grading, paving and improving the alleys between W. Irving Park Road, W. Byron Street, N. Harlem Avenue and N. Oconto Avenue, etc.;
- Ward 38 - Grading, paving and improving the alleys between W. Waveland Avenue, W. Addison Street, N. Odell Avenue and N. Oketo Avenue."

Referred--REQUEST BY PETITION FOR MAYORAL DEBATE THAT
INCLUDES ORDINARY CITIZENS.

Also a request by petition for the City Council to sponsor or find a sponsor to hold a Mayoral debate that would allow ordinary citizens to question the candidates on issues of concern to them.--*Referred to the Committee on Committees and Rules.*

*Referred--*PROPOSED RESOLUTION REQUESTING CITY COUNCIL TO
REFUSE CABLE T.V. FRANCHISE CONTRACT WITH GROUP W,
DIVISION OF WESTINGHOUSE CORP.

Also a communication from Samuel Minniefield, UE Local 1105, requesting a City Council resolution refusing the cable T.V. franchise contract with Group W, Division of Westinghouse Corporation unless Westinghouse follows certain requests concerning workers jobs.--*Referred to the Committee on Finance.*

*Referred--*REQUEST OF BOARD OF EDUCATION FOR CITY TO SELL
CERTAIN SCHOOL PROPERTY AT SPECIFIED LOCATIONS.

Also two communications from the Board of Education of the City of Chicago requesting the City to sell certain school property, at specified locations, title to which is held by the City of Chicago, In Trust for the Use of Schools.--*Referred to the Committee on Finance.*

*Referred--*RECOMMENDATIONS OF COMM. ON CHICAGO HISTORICAL AND
ARCHITECTURAL LANDMARKS THAT THE JOSEPH JACOB WALSER
HOUSE BE DESIGNATED AS A "CHICAGO LANDMARK".

Also a communication from William M. McLenahan, Director, Commission on Chicago Historical and Architectural Landmarks, under the date of March 21, 1983, transmitting the recommendation that the Joseph Jacob Walser House be designated as a "Chicago Landmark".--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

*Placed on File--*REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES
FOR THE MONTH OF FEBRUARY, 1983.

The City Clerk transmitted the following report received from Anthony N. Fratto, City Comptroller, which was *Placed on File* and ordered published:

[Voucher Payment for February printed on page 16473 of this Journal.]

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.

Authority Granted for Execution of a First Supplemental Indenture of Trust
and Issuance and Sale of Chicago-O'Hare International Airport
Revenue Bonds, Series 1982 A, B and C
(Delta Air Lines, Inc. Project).

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a First Supplemental Indenture of Trust in conjunction with the issuance and sale of Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982 A, B and C for the Delta Air Lines, Inc. Terminal Project.

(Continued on page 16474)

PERSONAL SERVICES PAID BY VOUCHER FOR FEBRUARY, 1983

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	FEBRUARY 1983
Charles Cook	6056 N. Kedvale	Consumer Service	Office I	100	\$ 10.01 p/h	\$3,137.99
Eric Fraser	6165 N. Winthrop	"	Professional Serv.	"	11.40 p/h	1,516.20
Karolyn Kenny	1527 N. Massasoit	"	Jr. Clerk	"	740.00 p/m	740.00
Arthur Varchmin	3517 N. Marmora	"	Con Ser Off I	"	63.75 p/d	510.00
Deborah R. Weiner	1254 W. Wellington	"	Consultant	731	10.00 p/h	560.00
James Finch	5218 N. Liano	Fire	Fireman	100		510.84 Settlement
Joseph J. Canzolino	4714 N. Maria Ct.	Health	Professional	"	136.36 p/d	2,727.20
A. Todd Davis	2300 Children Plaza	"	Consultant	"	800.00 p/m	654.48
Roy Getachow	1205 W. Sherwin	"	Employee Counselor	"		2,250.00
Marlene McLeod	7340 N. Hoyne Ave.	"	Health Educator	"	7.50 p/h	262.50
Marilyn Metzky	1516 W. Arthur	"	"	"	6.00 p/h	210.00
Judith Rich	1401 E. 55th St.	"	Admin. Assist. III	"	1,453.00 p/m	1,453.00
Dr. Mario Rubine111	505 N. Lake Shore Dr.	"	Director of Occup.	"	3,083.34 p/m	3,083.34
Cary Shaps	3750 N. Lake Shore Dr.	"	Educator	"	118.32 p/d	2,535.42
Rhonda Stivers	735 W. Willow	"	Asst. Director	"	113.64 p/d	2,329.68
Raymond Garza	2035 W. Charleston	Mayor's Office	Coordinator Theatre	666	1,500.00 p/m	750.00
Judge Hyman Feldman	240 W. Diversey	Off. Municipal Investigation	Legal Advisor	100	4,146.00 p/m	4,146.00

(Continued from page 16472)

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") has issued its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-A, B and C (Delta Air Lines, Inc. Terminal Project) pursuant to an Indenture of Trust dated as of November 15, 1982 (the "Indenture") by and between the City and Continental Illinois National Bank and Trust Company of Chicago, as trustee (the "Trustee") to finance the costs of the acquisition, construction and installation of an expansion of an existing passenger terminal building and related facilities for Delta Air Lines, Inc. at the Chicago-O'Hare International Airport; and

WHEREAS, The City desires to enter into a Supplemental Indenture date as of January 15, 1983 (the "Supplemental Indenture") with the Trustee in the form attached hereto, for the purpose of amending the Indenture to correct an inadvertent omission; now, therefore,

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

SECTION 1. Ratifying and Confirming Execution of Indenture; Execution of Supplemental Indenture.

(a) The execution and delivery of the Indenture, as executed by the Mayor and the City Clerk of the City, are hereby ratified and confirmed.

(b) The Mayor is hereby authorized to execute the Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City; and from and after the execution and delivery of the Supplemental Indenture, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Supplemental Indenture.

(c) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed by this Section 1 to be effective and any such actions, executions and deliveries will constitute the legal and validly binding actions of the City.

SECTION 2. Provisions in Conflict Repealed. All ordinances, resolutions, and orders or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. The ordinance authorizing the City to enter into the Indenture is hereby ratified in whole. This Ordinance shall be made available to the public by the City Clerk. 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.

SECTION 3. Effective Immediately. This ordinance shall be in full force and effect immediately from and after its adoption.

[Supplemental Indenture printed on pages 16476
through 16482 of this Journal.]

**Chapter 200.6, Section 200.6-13 of the Municipal Code
of Chicago Amended Concerning Chicago Sales Tax.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an amendment to Chapter 200.6, Section 200.6-13 of the Municipal Code of Chicago relating to claims for refunds of the Chicago Sales Tax.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--45.

Nays--None.

Alderman Stemberk 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. Chapter 200.6 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and adding the language in *Italics*, as follows:

* * * * *

Section 200.6-13. A. Whenever it appears to a person [paying or] remitting the tax *to the Department or paying the tax directly to the Department, as distinguished from paying the tax to a retailer,* that an amount of tax, interest or penalty has been paid in error to the Department by him, whether such amount be paid through a mistake of fact or an error of law *other than an error in payment resulting from the tax, any of its provisions or its application being declared invalid or unconstitutional,* not later than three (3) years from the date upon which such payment was made, such person may file a claim for credit or refund with the Department on forms provided by said Department for that purpose. *However, no claim may be allowed for any amount paid to the Department, whether paid voluntarily, or involuntarily if paid in total or partial liquidation of an assessment which has become final before the claim for credit or refund to recover the amount so paid is filed with the Department, or if paid in total or partial liquidation of a judgment, order or decree of court. In addition, no credit may be allowed or refund made for any amount paid by or collected from any claimant unless it appears (a) that the claimant bore the burden of such amount and was not relieved thereof nor reimbursed therefor, and has not shifted such burden directly or indirectly through inclusion of such amount in the price of the tangible personal property sold by him or in any manner whatsoever; or (b) that he or his legal representative has repaid unconditionally, before filing his claim, such amount to his purchaser or vendee (1) who bore the burden thereof and has not shifted such burden directly or indirectly, in any manner whatsoever; (2) who, if he has shifted such burden, has repaid*

(Continued on page 16483)

CITY OF CHICAGO

to

CONTINENTAL ILLINOIS NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
as Trustee

SUPPLEMENTAL INDENTURE

Dated as of January 15, 1983.

Supplementing and amending an Indenture of Trust dated as of
November 15, 1982, by and between the City of Chicago and
Continental Illinois National Bank and Trust Company of Chicago,
as Trustee.

SUPPLEMENTAL INDENTURE

THIS SUPPLEMENTAL INDENTURE, made and entered into as of January 15, 1983, by and between the CITY OF CHICAGO (the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized, existing and authorized to accept and execute trusts of the character set out in the Indenture, under and by virtue of laws of the United States of America, as Trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS the City owns and operates the Airport known as Chicago-O'Hare International Airport, and the City has the power to grant rights and privileges with respect thereto; and

WHEREAS the City has issued its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-A, B and C (Delta Air Lines, Inc. Terminal Project) for the purpose of financing a portion of the costs of the design, financing, construction and installation on land at the Airport of an expansion of an existing passenger terminal building and other facilities as more fully set forth in the Special Facility Use Agreement; and

WHEREAS the Series 1982 Bonds were issued pursuant to the terms and provisions of an Indenture of Trust dated as of November 15, 1982 between the City and the Trustee (the "Indenture"); and

WHEREAS Section 1101 of the Indenture provides that the City and Trustee may, without the consent of, or notice to, any of the Bondholders, enter into indentures supplemental to the Indenture as shall not be inconsistent with the terms and provisions of the Indenture to cure any ambiguity or formal defect or omission in the Indenture; and

WHEREAS prior to the execution of the Indenture it was determined that the most advantageous investment program under then existing market conditions warranted investment of the portion of the proceeds from the sale of the Series 1982 Bonds deposited in the Capitalized Interest Account in investments the scheduled maturities of which would not yield on certain Interest Payment Dates an amount sufficient to pay interest on the Series 1982 Bonds on such Interest Payment Dates without also applying interest or profit derived from the investment of such proceeds to such interest payment; and

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WHEREAS Section 701 of the Indenture provides that income or profit derived from the investment of moneys in the Capitalized Interest Account shall be deposited in the Project Account and consequently will not be available to make interest payments on the Series 1982 Bonds; and

WHEREAS there was inadvertently omitted from Section 701 of the Indenture a provision consistent with the intention of the parties, as evidenced by the investment program which had been adopted for the Series 1982 Bond proceeds deposited in the Capitalized Interest Account, authorizing the use of income or profit derived from the investment of such moneys to augment moneys derived from maturing investments to pay interest on the Series 1982 Bonds to the extent required for such purpose.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That in order to correct such omission and in consideration of the premises and the agreements hereinafter contained, the parties hereto agree that the Indenture shall be and the same is hereby supplemented and amended as follows:

ARTICLE I

Amendment

Section 101. Amendment of Section 701 of Indenture.
Section 701 of the Indenture is hereby amended to read in its entirety as follows:

Section 701. Investment of Moneys on Deposit in the Construction Fund and the Bond Fund. Subject to the provisions of Article VIII hereof and Sections 4.15 and 4.16 of the Special Facility Use Agreement, (i) any moneys held as part of the Bond Fund, the Project Account or any special trust fund created pursuant to Article V of the Special Facility Use Agreement shall, to the extent permitted by law, at the written request of and as specified by the Authorized Airline Representative be invested and reinvested by the Trustee in Qualified Investments, and (ii) any moneys held as part of the Capitalized Interest Account shall at the request of and as specified by the Authorized Airline Representative as agent for the City be invested or reinvested by the Trustee in United States Government Obligations. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times to be a part of the Bond Fund, the Project Account or the Capitalized Interest Account, as the case may be. During the Construction Period, any income or profit derived from the investment of moneys on deposit in any such Fund or Account shall be deposited in the Project Account; provided, however, that such income or

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profit from the investment of moneys on deposit in the Capitalized Interest Account to the extent required, according to calculations made by the Trustee, to augment moneys derived from maturing investments to pay interest due on the Series 1982 Bonds to and including April 1, 1985, shall be retained in the Capitalized Interest Account for transfer to the Bond Fund in accordance with Section 602 hereof. After the Completion Date, any income or profit derived from the investment of moneys on deposit in any such Fund or Account shall be deposited in the Bond Fund. The Trustee is directed to sell and reduce to cash a sufficient amount of the investments in any such Fund or Account whenever the cash balance in such Fund or Account is insufficient to pay a requisition when presented. The Trustee shall not be liable or responsible for any loss resulting from any such investments.

ARTICLE II

Miscellaneous

Section 201. Trustee's Duties and Immunities. The Trustee assumes no duties, responsibilities or liabilities by reason of this Supplemental Indenture other than as set forth in the Indenture and in this Supplemental Indenture, and this Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

Section 202. Definitions. Words and terms used herein which are defined in Section 101 of the Indenture (except as herein otherwise expressly provided, or unless the context otherwise requires) shall have the meanings as defined therein. Terms used herein which are not defined in Section 101 of the Indenture shall have the meanings specified in Section 1.2 of the Special Facility Use Agreement (except as herein otherwise expressly provided, or unless the context otherwise requires).

Section 203. Indenture Confirmed. Except as supplemented and amended by this Supplemental Indenture, all of the provisions of the Indenture shall remain in full force and effect, and from and after the effective date of this Supplemental Indenture shall be deemed to have been supplemented and amended as herein set forth.

IN WITNESS WHEREOF, the City has caused these presents to be signed in its name and behalf by its Mayor and its official seal to be impressed hereon and attested by its City Clerk and the Trustee has caused these presents to be signed in its name and behalf by one of its _____ and its corporate seal to be

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impressed hereon and attested by one of its _____, all as of the day and year first hereinabove written, but actually executed by the City on March __, 1983 and by the Trustee on March __, 1983.

CITY OF CHICAGO

By _____
Mayor

(SEAL)

Attest:

City Clerk

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee

By _____
Its _____

(SEAL)

Attest:

Its _____

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____ a notary public in and for the
said County in the State aforesaid, do hereby certify that
_____ and _____, personally known to me to be
the same persons whose names are respectively, as
and _____ of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, a national banking association, subscribed
to the foregoing instrument, appeared before me this day in
person and severally acknowledged that they, being thereunto
duly authorized, signed, sealed with the seal of said bank,
and delivered the said instrument as the free and voluntary act
of said bank and as their own free and voluntary act, for the
uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day
of March, 1983.

Notary Public in and for
Cook County, Illinois

(SEAL)

My commission expires: _____

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____ a notary public in and for the said County in the State aforesaid, do hereby certify that Jane M. Byrne and Walter S. Kozubowski, personally known to me to be the same persons whose names are respectively, as Mayor and City Clerk of the CITY OF CHICAGO, a municipal corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said City, and delivered the said instrument as the free and voluntary act of said City, and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of March, 1983.

Notary Public in and for
Cook County, Illinois

(SEAL)

My commission expires: _____

(Continued from page 16475)

unconditionally such amount to his own vendee; and (3) who is not entitled to receive any reimbursement therefor from any other source than from his vendor, nor to be relieved of such burden in any manner whatsoever.

* * * * *

SECTION 2. This ordinance shall take effect ten days after its due passage and publication.

**Chapter 200.1 of the Municipal Code of Chicago
Amended Concerning Chicago Transaction Tax.**

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

WHEREAS, The Chicago Transaction Tax, Chapter 200.1 of the Municipal Code of Chicago, currently provides nonresidents of the City with a partial exemption from the tax; and

WHEREAS, The City has determined that it should equally apply the tax to both nonresidents and residents of the City of Chicago, so as not to give a tax break to nonresidents at the expense of the City's residents; and

WHEREAS, This equal application of the tax could in the future result in lower overall taxes being paid by the residents of the City of Chicago; now, therefore,

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

SECTION 1. Chapter 200.1 of the Municipal Code of Chicago is amended by deleting the language bracketed and inserting the language in *italics*, as follows:

200.1-1 A. For the purpose of this Chapter, whenever any of the following words, terms or definitions are as used herein, they shall have the meaning ascribed to them in this Section:

* * * * *

[4. Nonresident. The term "Nonresident" shall mean an individual or group of individuals who is or are not, or no one of whom is or are, a resident or residents.]

[5] 4. Person. The term "Person" shall mean any natural person, receiver, administrator, executor, conservator, assignee, trust in perpetuity, trust, estate, firm, copartnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the State of Illinois, domestic or foreign corporation, association, syndicate, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise, and the United States or any instrumentality thereof. Whenever the term "Person" is used in any clause prescribing and imposing a penalty, the term as applied to associations shall mean the owners or part-owners thereof, and as applied to corporations, the officers thereof.

[6. Resident. The term "Resident" shall mean an individual who on the day upon which the tax is imposed by Section 200.1-2 of this Chapter,

- (a) is domiciled in this City, unless on such day he maintained no permanent place of abode in this City, maintained a permanent place of abode elsewhere, and during the one-year period ending on such day spent in the aggregate not more than thirty days of such period in this City, or

- (b) is not domiciled in this City, but on such day maintained in this City, a permanent place of abode unless such abode is due solely to such individual's being in the armed forces of the United States, or
- (c) regardless of where he resides, maintains a permanent place of business within this City or is employed within this City.]

[7] 5. Transactions Consummated in the City of Chicago. The term "Transactions Consummated in the City of Chicago"; shall mean: (a) an agreement or contract signed by the parties thereto, or their duly authorized officers, employees or agents, in the City of Chicago or (b) the bargain of the parties in fact, as found either in their language or by implication from other circumstances including a course of dealing or usage of trade or course of performance, as further defined in Section 1-205 of the Uniform Commercial Code within the City of Chicago: when delivery or use of the object of the agreement, contract or bargain, through the transfer of possession thereof, also takes place in the City of Chicago under (a) or (b) hereof. Only one tax is payable with respect to a single purchaser or lessee involved in any transaction.

* * * * *

200.1-2 There is hereby imposed and shall immediately accrue and be collected a tax, as herein provided, on all transactions designated herein, including sales, agreements of sale, agreements to sell, memoranda of sales, deliveries or transfers of the objects of such sales, agreements or memoranda, leases and lease or rental agreements and memoranda, as follows:

A. Transactions consummated in the City of Chicago involving the lease or rental of any personal property, valued in money, whether received in money or otherwise by an individual person, domestic or foreign association, company, or corporation or certificates of interest in a business conducted by a trustee or trustees, made after the 1st day of January, 1974, whether made upon or shown by the books of the person, association, company, corporation, or trustee, or by any paper or agreement or memorandum or other evidence of such lease or rental, when delivery or use also takes place in the City of Chicago.

1. [Except as otherwise proved by Section 200.1-3] The tax imposed by this Section 200.1-2A shall be six per cent of such lease or rental price.

* * * * *

[200.1-3. A. Notwithstanding the provisions of Section 200.1-2 of this Chapter, the rates of tax set forth in this Section shall apply in the case of those transactions made within the City of Chicago by a nonresident subject to the taxes imposed by Sections 200.1-2 A and B of this Chapter. On such transactions by nonresidents during the periods set forth in the following table, the rates of tax shall be the percentages set forth in such tables of the rates of tax provided in Sections 200.1-2 A1 and B1 of this Chapter.

Period	Percentage of Rates of Tax Provided in Sections 200.1-2 A1 and B1 of this Chapter
January 1, 1974--December 31, 1974	95%
January 1, 1975--December 31, 1975	90%
January 1, 1976--December 31, 1976	80%
January 1, 1977--December 31, 1977	65%
January 1, 1978--Thereafter	50%

The tax so calculated shall not be carried out its computation beyond four decimal points, that is, it shall be computed to the nearest one one-hundredth of one percent.

B. No transactions shall be deemed to be by a nonresident and subject to tax at the rates prescribed in this Section unless the papers or documents upon or to which are required to be placed or affixed the stamps required by Sections 200.1-2 A3 and B3 of this Chapter, to denote the payment of the tax imposed by such Sections, have also affixed thereto or placed thereon, a declaration in a form prescribed by the Director of Revenue, signed by the person making the sale or transfer, setting forth facts to show that the transaction is one coming within the provision of this Section.]

200.1-4 A. The taxes exacted by Section[s] 200.1-2 [and 200.1-3] of this Chapter, where applicable, shall not be imposed upon any deliveries or transfers by an executor or administrator to a legatee, heir or distributee or real estate if it is shown to the satisfaction of the Department of Revenue that the value thereof is not greater than the amount of the tax that would otherwise be imposed on such delivery or transfer.

B. The tax exacted by Section[s] 200.1-2 [and 200.1-3] of this Chapter, where applicable, shall be exempt where the transaction is effected by operation of law or upon delivery or transfer in the following instances:

* * * * *

SECTION 2. This ordinance shall take effect ten days after its passage and due publication.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

**Filing of Application with Cook County Assessor Authorized
for Certification of Milwaukee-Ashland
Redevelopment Area.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the filing of an application with the Assessor of Cook County necessary for certification of the Milwaukee-Ashland Redevelopment Area as a Class 7 designated area in need of commercial development.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed;

WHEREAS, The City of Chicago is a home rule unit authorized by the Illinois Constitution of 1970 to 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, the power to incur debt and the power to tax; and

WHEREAS, The City Council of the City of Chicago has declared the existence of commercial areas which are presently blighted where a major portion of the area is detrimental to the health, safety and welfare of the occupants and the welfare of the municipal community, necessitate a disproportionate expenditure of public funds for crime prevention, public health and safety, fire and accident prevention, and other public services and facilities and fail to produce a proper share of taxes and provide adequate local employment commensurate with the capacity of said areas; and

WHEREAS, The Commercial District Development Commission was created on May 8, 1975, by Ordinance of the City Council of the City of Chicago, to provide for the eradication and elimination of blighted commercial areas and the rehabilitation and redevelopment of said areas for commercial purposes; and

WHEREAS, On February 29, 1980, the City Council of the City of Chicago approved the Resolution of the Commercial District Development Commission designating an area identified as the Milwaukee-Ashland Project as a blighted area in need of commercial development; and

WHEREAS, On February 29, 1980, the City Council of the City of Chicago approved the Commercial District Development Commission Milwaukee-Ashland Redevelopment Plan; and

WHEREAS, The Cook County Board of Commissioners on March 3, 1980 adopted "An Ordinance Amending the Real Property Assessment Classification Ordinance as amended:" for the purpose of encouraging and assisting new development of commercial structures in areas that are depressed, blighted or threatened with blight; and

WHEREAS, There is a lack of viable industrial and commercial building within the Milwaukee-Ashland Project area which is contributing to substantial unemployment in such area; and

WHEREAS, If certain of the existing structures in the Project area were improved and utilized fully, and if new structures were developed, the economic well-being of the County of Cook and the City of Chicago would be improved by an increase in the level of economic activity, which would lead to increased employment opportunities and growth in the real property tax base; and

WHEREAS, Because of the blighted or depressed condition of the Milwaukee-Ashland Project area, the ordinary unaided operation of private enterprise cannot accomplish the necessary modernization, rehabilitation and development and public assistance and encouragement of such private enterprise are needed; and

WHEREAS, The classification of the Milwaukee-Ashland Project area for property tax purposes as an area in need of the development of new commercial structures or the substantial rehabilitation of existing commercial structures is an appropriate and necessary method of providing such assistance and encouragement and will result in increasing the tax base in such area; and

WHEREAS, The Department of Planning and the Commercial District Development Commission have recommended that the City Council of the City of Chicago apply to the Cook County Assessor and request certification of the Milwaukee-Ashland Project area for Class 7 designation as "an area in need of commercial development".

The City Council of the City of Chicago Doth Hereby Find as Follows:

A. The property located within the area commonly known as the Milwaukee-Ashland Project has been duly designated as a blighted area in need of commercial development by the Commercial District Development Commission, which designation was approved by the City Council of the City of Chicago on February 29, 1980; and

B. Real estate taxes within the Milwaukee-Ashland Project area have declined, remained stagnant or potential real estate taxes are not being fully realized due to the depressed condition of the area; and

C. There is a reasonable expectation that the development, redevelopment or rehabilitation of the area is viable and likely to go forward on a reasonably timely basis if Class 7 designation is granted pursuant to the provisions of "An Ordinance Amending the Real Property Assessment Classification Ordinance, as amended", adopted by the Cook County Board of Commissioners on March 3, 1980; and

D. Certification of the Milwaukee-Ashland Project area for Class 7 designation will materially assist development, redevelopment or rehabilitation and would not go forward without such certification; and

E. Certification of the Milwaukee-Ashland Project area for Class 7 designation is reasonably expected to ultimately result in an increase in real property tax revenues and employment opportunities within the area; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby request certification of the Milwaukee-Ashland Project area for designation as a Class 7 "area in need of commercial development" for assessment purposes pursuant to the provisions of "An Ordinance Amending The Real Property Assessment Classification Ordinance, as amended", adopted March 3, 1980 by the Cook County Board of Commissioners.

SECTION 2. The Mayor of the City of Chicago is hereby authorized to execute any and all documents required in connection with the foregoing request for certification.

SECTION 3. The Commissioner of the Department of Planning is hereby authorized and directed to deliver a certified copy of this Ordinance to the Cook County Assessor and to furnish such additional information as may be required in connection with the application for certification of the Milwaukee-Ashland Project for Class 7 designation as an "area in need of commercial development."

SECTION 4. This ordinance shall be in full force and effect immediately upon the passage hereof.

**Amendatory Ordinance Authorized Concerning Special Service
Area No. Two.**

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

WHEREAS, The City Council of the City of Chicago authorized the establishment of Special Service Area Number Two by ordinance passed June 30, 1982; and

WHEREAS, The City Council of the City of Chicago by ordinance passed September 17, 1982, adopted the 1983 operating budget proposed for Special Service Area Number Two, and authorized a levy of taxes on the realty located in the Special Service Area Number Two to fund the budget adopted; and

WHEREAS, Certain technical errors were found in the legal descriptions included in the June 30, 1982 ordinance; and

WHEREAS, Certain technical errors exist in the September 17, 1982 ordinance; and

WHEREAS, It is necessary that proper legal descriptions be presented to the County Clerk in order to properly assess each parcel in the Special Service Area; now, therefore,

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

SECTION 1. Exhibit 4 attached to the ordinance of June 30, 1982 is hereby deleted in its entirety, and Exhibit 4 attached hereto is substituted in its place.

SECTION 2. The ordinance of September 17, 1982 is hereby amended as follows:

[year 1983] is changed to *tax year 1982* in SECTION 1, line 38, SECTION 3, line 10, and SECTION 4, line 7.

SECTION 3. This ordinance shall become effective immediately upon passage hereof.

[Exhibit 4 printed on pages 16489 through 16511 of this Journal.]

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

Authority Granted to Advertise for Sale Property Held in Trust for Use of Schools at Various Locations.

The Committee on Finance submitted separate reports recommending that the City Council pass three proposed ordinances transmitted therewith, to authorize advertisement for sale of certain parcels of Board of Education property (held in trust for the use of schools) at various locations.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

(Continued on page 16512)

Special Service Area Number Two - Belmont/Central

<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(1) 13-20-424-034	LaSalle National Bank Trust No. 37250	Lots 6 & 7 in Buck's Subdivision of the South half (S $\frac{1}{2}$) of the North Ten Acres of the South Twenty Acres of the East quarter (E $\frac{1}{4}$) of the South East quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township 40 North, Range 13, East of the Third Principal Meridian according to the plat thereof recorded in Cook County, Illinois
(2) 13-20-424-035	Chicago Title and Trust Company Trust No. 62967	Lots 8 & 9 in Buck's Subdivision aforesaid.
(3) 13-20-424-036	First Bank of Oak Park Trust No. 11102	Lot 10 in Buck's Subdivision aforesaid.
(4) 13-20-424-037	Cafco Builders, Inc.	Lots 1, 2 & 3 in Buck's Subdivision aforesaid.
(5) 13-20-429-027	LaSalle National Bank	Lots 4 & 5 in Buck's Subdivision aforesaid.
(6) 13-20-429-028	Trust No. 43444.	Lots 1, 2 and 3 in Nicholas Subdivision of the East 166 ft. of the North $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of section 20, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(7) 13-20-429-029	First National Bank of Cicero, Trust No. 6269.	Lot 4 in Nicholas Subdivision aforesaid.
(8) 13-20-429-030	Jozef Palasz and Teresa Palasz, his wife.	Lot 5 in Nicholas Subdivision aforesaid.
(9) 13-20-429-031 Lot 20	LaSalle National Bank	Lots 19 and 20 in the Subdivision of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the South 10 acres of the East 40 acres of the Southeast $\frac{1}{4}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(10) 13-20-429-032 Lot 19	Trust No. 43444.	
(11) 13-20-429-033 Lot 18	The Exchange National Bank of Chicago, Trust No. 4060.	Lots 16, 17 and 18 in the Subdivision of the South $\frac{1}{2}$ of the North $\frac{1}{2}$ of the South 10 acres of the East 40 acres of the Southeast $\frac{1}{4}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.
(12) 13-20-429-034 Lot 17		
(13) 13-20-429-035 Lot 16		

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(14) 13-20-430-009 Lot 1 (15) 13-20-430-010 Lot 2	Abe Novak, Sam Novak and Joseph Novak.	Lots 1 and 2 in Johnson Brothers Second Addition to Westfield Manor, being a Subdivision of the South 158 ft. (except the West 3 ft. and the South 33 ft. thereof of the West 1/3 of the West 1/2 of the Southwest 1/4 of the Southeast of Section 20, Township 40 North Range 13, East of the Third Principal Meridian in Cook County Illinois.
(16) 13-20-430-011	The Christian Brothers of Illinois.	Lot 3 in Johnson Brothers Second Addition to Westfield Manor, aforesaid.
(17) 13-20-430-012	St. Patrick High School	Lot 4 in Johnson Brothers Second Addition to Westfield Manor, aforesaid.
(18) 13-20-430-034	LaSalle Institute.	Lots 1 to 5 and the N 1/2 of E & W vacated alley lying South and adjoining said Lot 5, also the N & S vacated alley adjoining said Lots 1 and 5, also South 1/2 vacated Street lying North and adjoining Lots 1 and 5 in Johnson Brothers First Addition to Westfield Manor a subdivision in the West 1/3 of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 20 Township 40, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(19) 13-20-431-028	LaSalle Institute	That part of Lot 8 lying North of the North line of West Belmont Avenue as now located, except the South 135.75 feet thereof, and also except the West 33 feet conveyed to the City of Chicago by document # 11196992 (Also excepting that part of lot 8 lying north of the north line of lot 16 in Schneider's subdivision of lot 7 in Owner's Partition extended west) in Owners Partit- ion of lots 6-10 inclusive, in Voss Partition of 80 acres West and adjoining the East 40 acres of the Southeast 1/4 of Section 20 Township 40 North, Range 13 East of the third principal meridian in Cook County, Illinois.

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(20) 13-20-431-026	The American Oil Co.	Lot 96 in Atkinson's Subdivision of Lots 3, 4, & 5 in Voss Partition of 80 acres West of and adjoining the East 40 acres of Southeast $\frac{1}{2}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian and of lots 1, 2, 3, 9, 10 & 11 in Owner's Partition of Lots 6, 7, 8, 9 & 10 in Voss Partition aforesaid, in Cook County, Illinois.
(21) 13-20-431-030	The Catholic Bishop of Chicago.	The West 209.95 ft. of the South 158.71 ft. of Lots 4 & 5 (except the South 33 ft. thereof) in owner's Partition of Lots 6-10 of Voss Partition of 80 acres West of and adjoining the East 40 acres of the Southeast $\frac{1}{2}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(22) 13-20-431-031	The Catholic Bishop of Chicago.	Lots 6 & 7 in Subdivision of Lot 6 in Owner's Partition of Lots 6-10 of Voss Partition of 80 acres West of and adjoining the East 40 acres of the Southeast $\frac{1}{2}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(23) 13-20-431-032	Midwest Bank & Trust Company Trust No. 68-07-200.	Lots 6, 7 and 18 in Schneider's Subdivision of lot 7 in Owner's Partition of Lots 6-10 of Voss Partition of 80 acres West and adjoining the East 40 acres of the Southeast $\frac{1}{2}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook county, Illinois.
(24) 13-20-431-033	Midwest Bank & Trust Company Trust No. 68-07-200.	The East 52 ft. of the South 133.76 ft. of Sublot 8 in Owners Partition of Lots 6 to 10 in Voss Partition of the 80 acres West and adjoining the East 40 acres of the Southeast $\frac{1}{2}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(25) 13-20-432-025	The Exchange National Bank of Chicago Trust No. 21781.	Lot 10 in Gorski's Resubdivision of lot 94 and the vacated alley lying East of and adjoining said Lot 94, all in Atkinson's

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(25) Continued		Subdivision of Lots 3-5 in Voss Partition of 80 acres West of and adjoining the East 40 acres of the Southeast $\frac{1}{4}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(26) 13-20-432-026	Emilia Matuszczak & Romuald E. Matuszczak.	Lot 9 in Gorski's Resubdivision, as aforesaid.
(27) 13-20-432-028	Paschal Tito & Angela Tito.	The Westerly 30 ft. of Lot 98 in Atkinson's Subdivision of Lots 3-5 in Voss Partition of 80 acres West of and adjoining the East 40 acres of the Southeast $\frac{1}{4}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(28) 13-20-432-029	LaSalle National Bank Trust No. 13863.	Lot 98 (except the West 30 ft. thereof) in Atkinson's Subdivision of Lots 3-5 in Voss Partition of 80 acres West of and adjoining the East 40 acres of the Southeast $\frac{1}{4}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, and of Lots 1, 2, 3, 9, 10 and 11 in Owner's Partition of Lots 6-10 in Voss' Partition aforesaid.
(29) 13-20-432-030	The Cosmopolitan National Bank of Chicago Trust No. 21431.	Lot 99 in Atkinson's Subdivision, as aforesaid.
(30) 13-20-432-036	American National Bank & Trust co. of Chicago / Trust No. 54462.	Lot 97 (except the East 60 ft. thereof) of Atkinson's Subdivision, as aforesaid.
(31) 13-20-432-037	-----	The east 60 ft. of Lot 97 of Atkinson's Subdivision of Lots 3-5 in Voss Partition of 80 acres West of and adjoining the east 40 acres of the Southeast $\frac{1}{4}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

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	<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(32)	13-20-432-038	Jean Rozmaryn	Lot 16 (except the East 19 ft. thereof) and all of Lot 17 in Gorski's Resubdivision of Lot 94 and the vacated alley lying East of and adjoining said Lot 94, all in Atkinson's Subdivision of Lots 3-5 in Voss Partition of 80 acres West of and adjoining the East 40 acres of the Southeast $\frac{1}{4}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, and Lots 1, 2, 3, 9, 10 and 11, in Owner's Partition of Lots 6-10 of Voss' Partition aforesaid.
(33)	13-20-432-039	Roman Kosinski	Lot 15 (except East 19 ft.) & the East 19 ft. of Lot 16 in Gorski's Resubdivision, as aforesaid.
(34)	13-20-432-040	The Exchange National Bank of Chicago Trust No. 31805	Lot 13, 14, and the East 19 ft. of Lot 15 in Gorski's Resubdivision, as aforesaid.
(35)	13-20-432-041	Salvatore Mazzoni & Paul Mazzoni.	Lots 11 & 12 in Gorski's Resubdivision, as aforesaid.
(36a)	13-20-433-020		
(36)	13-20-433-021	American National Bank & Trust Co. of Chicago Trust No. 7906.	The South 5 acres of the East 40 acres of the Southeast $\frac{1}{4}$ of Section 20, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(37)	13-20-433-022		
(38)	13-20-433-018		
(39)	13-20-433-019		
(40)	13-20-433-015	Donald L. Arado	
(41)	13-20-433-011	-----	
(42)	13-21-319-001	Northwest National Bank of Chicago, Trust No. 1856.	Lot 30 in Stoltzner Central Ave. Subdivision of Block 4 (except the West 33 ft.) a subdivision of Lots D, E and F, in the partition of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(43)	13-21-319-021	American National Bank & Trust Co. of Chicago, Trust No. 46239.	Lot 31 in Stoltzner Central Ave. Subdivision, as aforesaid.

<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(44) 13-21-323-001	Carol L. Meyer.	Lot 1 in Frisbys Subdivision of Lot 1 in Block 1 of Hield & Martins Subdivision of Blocks 5 & 6 in Subdivision of Lots D, E and F in Partition of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ in Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(45) 13-21-323-016	Burton A. Slotky, Norton Baran and Glenn Mikell.	Lot 2 (except the East 150 ft. thereof) in Block 1 in Hield & Martin's Subdivision of Blocks 5 & 6 of the subdivision of Lots D, E and F in the Partition of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(46) 13-21-327-001	Long John Silver's, Inc.	Lot 1 (except the East 150 ft. thereof) in Block 2 in Hield & Martins Subdivision of Blocks 5 & 6 of the subdivision of Lots D, E and F in the Partition of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(47) 13-21-327-017	Colonial Bank, Trust No. 193.	The West 100 ft. of Lot 2 in Block 2 in Hield & Martins Subdivision, as aforesaid.
(48) 13-21-327-018	LaSalle National Bank Trust No. 40507.	Lots 7 & 8 in Subdivision of Lot 2 (except West 100 ft. thereof) in Block 2 in Hield & Martins Subdivision of Blocks 5 & 6 of Subdivision of Lots D, E, and F in Partition of West $\frac{1}{2}$ of Southwest $\frac{1}{4}$ of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois
(49) 13-21-327-019	Elmer T. Palmer.	Lot 6 in Subdivision of Lot 2 (except the West 100 ft. thereof), as aforesaid.

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(50) 13-21-327-020	LaSalle National Bank, Trust No. 32533.	Lots 3, 4 & 5 in Subdivision of Lot 2 (except the West 100 ft. thereof), as aforesaid.
(51) 13-21-327-021	Stefen Jung and Christina Jung, his wife.	Lots 1 & 2 in Subdivision of Lot 2 (except the West 100 ft. thereof), as aforesaid.
(52) 13-21-327-022	Nick Pappas	Lots 1 & 2 in Hield & Buzzell's Resubdivision of Lot 4 of Block 2 in Hield & Martins subdivision of Blocks 5 & 6 of the Subdivision of Lots D, E and F in the Partition of the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(53) 13-21-327-023	John Manolakos and Sultana Manolakos, his wife.	Lot 3 in Hield & Buzzell's Resubdivision of Lot 4 in Block 2, as aforesaid.
(54) 13-21-327-024	Basil Portocalis & Anastasia Portocalis, his wife.	Lots 4 & 5 in Hield & Buzzell's Resubdivision of Lot 4 in Block 2, as aforesaid.
(55) 13-21-327-025	Thomas Zafiris and Alexandra Zafiris.	Lots 6 & 7 in Hield & Buzzell's Resubdivision of Lot 4 in Block 2, as aforesaid.
(56) 13-21-327-026	Thomas Zafiris and Alexandria Zafiris.	Lots 8 & 9 in Hield & Buzzell's Resubdivision of Lot 4 in Block 2, as aforesaid.
(57) 13-21-327-027	The Exchange National Bank of Chicago, Trust No. 29227.	Lot 10 in Hield & Buzzell's Resubdivision of lot 4 in Block 2, as aforesaid.
(58) 13-21-327-028	The Exchange National Bank of Chicago, Trust No. 29227.	Lot 11 in Hield & Buzzell's Resubdivision of Lot 4 in Block 2, as aforesaid.
(59) 13-21-327-029	The Exchange National Bank of Chicago, Trust No. 29227.	Lot 12 in Hield & Buzzell's Resubdivision of Lot 4 in Block 2, as aforesaid.
(60) 13-21-328-022	Pioneer Trust & Savings Bank, Trust No. 5891.	Lot 22 in Block 10 in Fred Bucks Portage Park Subdivision in the West $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of Section 21, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(61) 13-21-328-023	LaSalle National Bank Trust No. 101896.	Lot 23 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(62) 13-21-328-024	LaSalle National Bank Trust No. 101896	Lot 24 in Block 10 in Fred Bucks Portage park Subdivision, as aforesaid.
(63) 13-21-328-025	Mae D. Catelain.	Lot 25 in Block 10 in Fred Bucks Portage park Subdivision, as aforesaid.
(64) 13-21-328-026	Mae D. Catelain.	Lot 26 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(65) 13-21-328-030	The Exchange National Bank of Chicago Trust No. 5042.	Lot 31 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(66) 13-21-328-031	The Exchange National Bank of Chicago Trust No. 5042.	Lot 32 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(67) 13-21-328-032	The Cosmopolitan National Bank of Chicago Trust No. 21011.	Lot 33 in Block 10 in Fred Bucks Portage Park Subdivision of the West ½ of the Southwest ¼ of Section 21, Township 40 North. Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(68) 13-21-328-033	The Cosmopolitan National Bank of Chicago Trust No. 21011.	Lot 34 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(69) 13-21-328-034	The Cosmopolitan National Bank of Chicago Trust No. 21011.	Lot 35 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(70) 13-21-328-035	The Cosmopolitan National Bank of Chicago Trust No. 21011.	Lot 36 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(71) 13-21-328-036	Kurt Koziol.	Lot 37 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(72) 13-21-328-037	Kurt Koziol	Lot 38 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.

<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(73) 13-21-328-038	Kurt Koziol	Lot 39 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(74) 13-21-328-039	Kurt Koziol	Lot 40 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(75) 13-21-328-040	Kurt Koziol	Lot 41 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(76) 13-21-328-041	Kurt Koziol	Lot 42 in Block 10 in Fred Bucks Portage Park Subdivision, as aforesaid.
(77) 13-21-328-042	The Cosmopolitan National Bank of Chicago Trust No. 15026.	Lots 19-21 in Block 10 in Fred Bucks Portage Park Subdivision as aforesaid.
(78) 13-21-328-043	Belmont Central Savings	Lots 27-30 in Block 10 in Fred Bucks Portage Park Subdivision as aforesaid.
(79) 13-28-100-001	LaSalle National Bank Trust No. 15520.	Lot 10 in Block 1 in Kendall's Belmont & 56 Avenue Subdivision of the West- $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ (except the South 30 acres thereof) of Section 28 Township 40 North Range 13 East of the Third Principal Meridian in Cook County
(80) 13-28-100-002	LaSalle National Bank Trust No. 15520	Lot 9 in Block 1 in Kendall's subdivision aforesaid.
(81) 13-28-100-003	LaSalle National Bank Trust No. 15520	Lot 7 (except the East 17.5 feet) & all of Lot 8 in Block 1 in Kendall's subdivision aforesaid.
(82) 13-28-100-004	National Bank of Austin Trust No. 3424	Lots 5 & 6 and the East 17.5 feet of Lot 7 in Block 1 in Kendall's subdivision aforesaid.
(83) 13-28-100-005	Chicago Accordion Center, Inc.	Lot 4 in Block 1 in Kendall's subdivision aforesaid.
(84) 13-28-100-006	Chicago Accordion Center, Inc.	Lot 3 in Block 1 in Kendall's subdivision aforesaid.
(85) 13-28-100-007	Chicago Accordion Center, Inc.	Lot 2 in Block 1 in Kendall's subdivision aforesaid.
(86) 13-28-100-008	John Scott Clifford & Richard William Clifford	Lot 11 in Block 1 in Kendall's subdivision aforesaid.

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(87) 13-28-100-009	John Scott Clifford & Richard William Clifford	Lot 12 in Block 1 in Kendall's subdivision aforesaid.
(88) 13-28-100-012	Panagiotis Ioannides & Ligeri Ioannides, his wife	Lot 15 in Block 1 in Kendall's subdivision aforesaid.
(89) 13-28-100-013	Panagiotis Ioannides & Ligeri Ioannides, his wife	Lot 16 in Block 1 in Kendall's subdivision aforesaid.
(90) 13-28-100-014	Colonial Bank & Trust Co. of Chicago Trust No. 206	Lot 17 in Block 1 in Kendall's subdivision aforesaid.
(91) 13-28-100-015	Colonial Bank & Trust Co. of Chicago Trust No. 206	Lot 18 in Block 1 in Kendall's subdivision aforesaid.
(92) 13-28-100-016	American National Bank & Trust Co. of Chicago Trust No. 11973	Lot 19 in Block 1 in Kendall's subdivision aforesaid.
(93) 13-28-100-017	American National Bank & Trust Co. of Chicago Trust No. 11973	Lot 20 in Block 1 in Kendall's subdivision aforesaid.
(94) 13-28-100-018	The Drovers National Bank of Chicago Trust No. 76167	Lot 21 in Block 1 in Kendall's subdivision aforesaid.
(95) 13-28-100-019	The Drovers National Bank of Chicago Trust No. 76167	Lot 22 in Block 1 in Kendall's subdivision aforesaid.
(96) 13-28-100-042	Shea Zaslavsky	Lots 13 & 14 in Block 1 in Kendall's subdivision aforesaid.
(97) 13-28-100-043	Harry Phillips & Elizabeth Phillips, his wife jtly	Lots 25 - 28 both inclusive, in Block 1 in Knedall's subdivision aforesaid.
(98) 13-28-100-041	Melrose Park National Bank Trust No. 2325	Lots 23 & 24 in Block 1 in Kendall's subdivision aforesaid.
(99) 13-28-101-004	Timothy Leahy and Betty Jane Leahy, his wife	Lots 6 & 7 in Block 2 in Kendall's Belmont and 56th Avenue subdivision (except the South 30 acres) of the West 1/2 of the Northwest 1/4 of Section 28 Township 40 North Range 13 East of the Third Prin- cipal Meridain, Cook County, Ill.
100) 13-28-101-005	Kazimierz Pecherek & Bogumila Pecherek, his wife jtly.	Lot 5 in Block 2 in Kendall's subdivision aforesaid.

<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
101) 13-28-101-006	Felix S. Langhof & Dorothy H. Langhof, his wife and Philip Langhof & Lillian Small jtly	Lot 4 in Block 2 in Kendall's subdivision aforesaid.
102) 13-28-101-007	Felix S. Langhof & Dorthy H. Langhof, his wife and Philip Langhof & Lillian Small jtly	Lot 3 in Block 2 in Kendall's subdivision aforesaid.
103) 13-28-101-008	Old Orchard Bank & Trust Co. Trust No. 7224	Lots 1 & 2 in Block 2 in Kendall's subdivision aforesaid.
104) 13-28-101-039	Floraloise Goodkind & James A. Logan und. $\frac{1}{2}$ int. each	Lots 8-10 (both inclusive) in Block 2 in Kendall's subdivision aforesaid.
105) 13-28-102-001	Fidelity Federal Savings & Loan Association of Chicago	Lot 10 in Block 3 in Kendall's subdivision aforesaid.
106) 13-28-102-006	Fidelity Federal Savings & Loan Association of Chicago	Lot 4 in Block 3 in Kendall's subdivision aforesaid.
107) 13-28-102-042	James Scardina & Grace Scardina, his wife Belmont Central Savings & Loan Association	Lot 5 in Block 3 in Kendall's subdivision aforesaid. Lots 6-9 (both inclusive) in Block 3 in Kendall's subdivision aforesaid.
108) 13-28-102-044	Fidelity Federal Savings & Loan Association	Lots 1-3 (both inclusive) in Block 3 in Kendall's subdivision aforesaid.
109) 13-28-103-007	Harry E. Siuda & Jeanette M. Siuda, his wife	Lot 4 in Block 4 in Kendall's subdivision aforesaid.
110) 13-28-103-008	Harry E. Siuda & Jeanette M. Siuda, his wife	Lot 3 in Block 4 in Kendall's subdivision aforesaid.
111) 13-28-103-009	Harry E. Siuda & Jeanette M. Siuda, his wife	Lots 1 & 2 in Block 4 in Kendall's subdivision aforesaid.
112) 13-28-103-042	Blackstone Enterprises, Inc.	Lots 5 & 6 and Lot 7 (except the west 5 feet thereof) in Block 4 in Kendall's subdivision aforesaid
113) 13-28-103-043	Slavatore Mazzoni & Anna Mazzoni, his wife (jtly as to $\frac{2}{3}$ int.) and Jean Mazzoni (as to $\frac{1}{3}$ int)	Lots 8-10 (both inclusive) and the West 5 feet of lot 7 in Kendall's subdivision aforesaid.
114) 13-28-108-011	Harold B. Trader	Lot 33 in Block 8 in Kendall's subdivision aforesaid.

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<u>Permanent Tax Numb</u>	<u>Party in Title</u>	<u>Legal Description</u>
115) 13-28-108-012	KFC National Management Company	Lot 32 in Block 8 in Kendall's subdivision aforesaid.
116) 13-28-108-013	KFC National Management Company	Lot 31 in block 8 in Kendall's Belmont & 56th Avenue subdivision in the West 1/2 of the Northwest 1/4 (except the South 30 acres) of Section 28 Township 40 North Range 13 East of the Third Principal Meridian in Cook County, Ill
117) 13-28-108-014	KFC National Management Company	Lot 30 in Block 8 in Kendall's subdivision aforesaid.
118) 13-28-108-015	KFC National Management Company	Lots 28 & 29 in Block 8 in Kendall's subdivision aforesaid.
119) 13-28-108-016	Robert Malchiodi & Geraldine Malchiodi, his wife, jtly	Lot 27 in Block 8 in Kendall's subdivision aforesaid.
120) 13-28-108-017	Maria Corporation *** as of Oct. 26, 1982 **** Austin Bank of Chicago Trust No. 5861 *** prior to Oct., 1982 ***	Lot 26 in Block 8 in Kendall's subdivision aforesaid. Lot 26 in Block 8 in Kendall's subdivision aforesaid.
121) 13-28-108-018	Edward L. Victor & Mary Jane Victor, his wife jtly	Lot 25 in Block 8 in Kendall's subdivision aforesaid.
122) 13-28-108-019	Edward L. Victor & Mary Jane Victor, his wife jtly	Lot 24 in Block 8 in Kendall's subdivision aforesaid.
123) 13-28-108-042	Northwest National Bank of Chicago Trust No. 2467	Lots 21-23 (both inclusive) in Block 8 in Kendall's subdivision aforesaid.
124) 13-28-108-044	National Boulevard Bank of Chicago Trust No. 2152	Lots 41-43 (both inclusive) and Lot 40 (except the South 13.9 ft) all in Block 8 in Kendall's subdivision aforesaid.
125) 13-28-108-045	National Boulevard Bank of Chicago Trust No. 2152 & 2153	Lots 34-39 (both inclusive) and the South 13.9 feet of Lot 40 in Block 8 in Kendall's subdivision aforesaid.

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
126) 13-28-116-001	Chicago Title & Trust Company Trust No. 1076902	Lots 20 & 21 in Block 9 in Kendall subdivision aforesaid.
127) 13-28-116-002	Lakeside Iron and Metal Corporation	Lot 19 in Block 9 in Kendall's subdivision aforesaid.
128) 13-28-116-003	Lakeside Iron and Metal Corporation	Lot 18 in Block 9 in Kendall's subdivision aforesaid.
129) 13-28-116-004	Lakeside Iron and Metal Corporation	Lot 17 in Block 9 in Kendall's subdivision aforesaid.
130) 13-28-116-005	Lakeside Iron and Metal Corporation	Lot 16 in Block 9 in Kendall's subdivision aforesaid.
131) 13-28-116-008	Rand Realty & Development Company	Lot 13 in Block 9 in Kendall's subdivision aforesaid.
132) 13-28-116-009	Sheldon Schwartz & Fay Schwartz, his wife jtly	Lot 12 in Block 9 in Kendall's subdivision aforesaid.
133) 13-28-116-017	Northwest National Bank of Chicago Trust No. 2670	Lots 14 & 15 in Block 2 in J. E. White's First Diversey Park Add- ition being a subdivision of the West 1/2 of the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 13 East of the Third Prin- cipal meridian in Cook County, Ill.
134) 13-28-116-018	Northwest National Bank of Chicago Trust No. 2670	Lot 13 in Block 2 in J. E. White's First Diversey Park Addition being a subdivision of the West 1/2 of the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North, Range 13 East of the Third Principal Meridian in Cook county, Illinois
135) 13-28-116-042	Rand Realty & Development Company	Lots 14 & 15 in Block 9 in Kendall's Belmont and 56th Avenue subdivision of the West 1/2 of the Northwest 1/4 (except the South 30 acres thereof) of Section 28, Township 40 North, Range 13 East of the Third Principal meridian in Cook County Illinois.
136) 13-28-116-044	Rand Realty & Development Company	Lots 16-20 (both inclusive) in Block 2 in J. E. White's First Diversey Park Addition subdivision of the West 1/2 of the South 30 acres of the West 1/2 of the Northwest 1/4 of Section 28, Township 40 North Range 13 East of the Third Principal Meridian Cook County, Ill.

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
137) 13-28-116-045	Rand Realty & Development Company	Lots 10-12 (both inclusive) in Block 2 in J. E. White's subdivision aforesaid.
138) 13-28-116-046	First National Bank of Skokie Trust No. 5612	The North 1/2 of Lot 11 in Block 9 in Kendall's Central & 56th Avenue subdivision of the West 1/2 of the Northwest 1/4 (except the South 30 acres thereof) of Section 28, Township 30 North, Range 13 East of the Third Principal Meridian in Cook county, Ill.
139) 13-28-116-047	Parkway Bank and Trust Company Trust No. 5303	The South 1/2 of Lot 11 in Block 9 in Kendall's subdivision aforesaid
140) 13-29-200-001	-----	Lot 10 in Block 2 in Dr. Walter Gogolinski's Resubdivision of Blocks 1 and 2 in Dyniewicz subdivision of Lot 4 in King and Patterson subdivision of the N.E. 1/4 of Section 29, Township 40 north, Range 13, east of the third principal meridian in Cook County's Illinois.
141) 13-29-200-002	Exchange National Bank Of Chicago Trust No. 18547	Lot 9 in Block 2 in Dr. Walter Gogolinski resubdivision of blocks 1 & 2 in Dyniewicz subdivision of lot 4 in King & Patterson subdivision of section 29, township 40 north, range 13, east of the third principal meridian, in Cook County, Illinois.
142) 13-29-200-003	Exchange National Bank of Chicago Trust No. 18547	Lot 8 in Block 2 in Dr. Walter Gogolinski resubdivision, as aforesaid.
143) 13-29-200-004	Exchange National Bank of Chicago Trust No. 18547	Lot 7 in Block 2 in Dr. Walter Gogolinski resubdivision, as aforesaid.
144) 13-29-200-005	Pioneer Bank & Trust Co. of Chicago Trust No. 9286	Lot 6 in Block 2 in Dr. Walter Gogolinski resubdivision, as aforesaid.
145) 13-29-200-006	John J. Zuzza	Lots 4 & 5 in Block 2 in Dr. Walter Gogolinski resubdivision as aforesaid.

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
146) 13-29-200-007	H. D. Sheldon	Lots 1 & 2 in Block 2 in Dr. Walter Gogolinski resubdivision, as aforesaid.
147) 13-29-200-008	H. D. Sheldon	Lot 3 in Block 2 in Dr. Walter Gogolinski resubdivision, as aforesaid.
148) 13-29-202-006	The Catholic Bishop of Chicago	Lot 79 in Johnson Brothers Westfield addition to Chicago being a subdivision of Lots 3 & 6 in King & Patterson's subdivision of the Northeast quarter of section 29, Township 40 north, range 13, east the third principal meridian, in Cook County, Illinois.
149) 13-29-202-007	Edward & Harriet Oakley	Lot 78 in Johnson Brothers Westfield addition to Chicago being a subdivision, as aforesaid.
150) 13-29-202-008	Parkway Bank & Trust Co. Trust No. 1806	Lot 77 in Johnson Brothers Westfield addition to Chicago being a subdivision, as aforesaid.
151) 13-29-202-009	Devon Bank Trust No. 3030	Lots 75 & 76 in Johnson Brothers Westfield addition to Chicago being a subdivision, as aforesaid.
152) 13-29-202-038	The Catholic Bishop of Chicago	Lots 80-84 in Johnson Brothers Westfield addition to Chicago being a subdivision, as aforesaid.
153) 13-29-203-001	John E & Gina Panfil & Anthony & Nicolina Tonaino	Lots 9 & 10 in Johnson Brothers Westfield addition to Chicago being a subdivision, as aforesaid.
154) 13-29-203-002	Frank & Anna Cappuccio	Lot 8 in Johnson Brothers Westfield addition to Chicago being a subdivision, aforesaid.
155) 13-29-203-004	First National Bank of Chicago, as Trustee of Trust created by Standard Oil Company (New Jersey) under instrument dated October 1, 1958.	Lot 3 in Johnson Brothers Westfield addition to Chicago being a subdivision of lots 3 & 6 in King & Patterson's subdivision of the northeast quarter of section 29, Township 40 North, Range 13, East of the third principal meridian, in Cook County, Illinois.

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
156) 13-29-203-005	First National Bank of Chicago, As Trustee as aforesaid.	Lot 2 in Johnson Brothers Westfield addition to Chicago being a subdivision, as aforesaid.
157) 13-29-203-006	First National Bank of Chicago, as Trustee as aforesaid.	Lot 1 in Johnson Brothers Westfield addition to Chicago being a subdivision, as aforesaid.
158) 13-29-203-036	First National Bank of Chicago, as Trustee as aforesaid.	Lots 4,5, & the east 0.395 feet of lot 6 in Johnson Brothers Westfield addition to Chicago being a subdivision, as aforesaid.
159) 13-29-203-035	Northwest National Bank of Chicago Trust No. 1362	Lot 6 except the east 0.395 feet & lot 7 in Johnson Brothers Westfield addition to Chicago being a subdivision, as aforesaid.
160) 13-29-204-008	LaSalle National Bank of Chicago Trust No. 46761	Lots 4-6 in engels subdivision of the north 166 feet of the West half east 2/3 of lot 2 in King & Patterson's subdivision of the northeast quarter of section 29, township 40 north, range 13, east of the third principal Meridan, in Cook County, Illinois.
161) 13-29-204-039-8001 161a) 13-29-204-039-8002	City of Chicago	Lot 7 in Charles E. Olson's subdivision of the West 1/3 of block 2 in King & Patterson's subdivision of the northeast quarter of section 29, Township 40 north, Range 13, east of the third principal Meridan, in Cook County, Illinois.
62) 13-29-204-040-8001 62a) 13-29-204-040-8002	City of Chicago	Lot 6 in Charles E. Olson's subdivision, as aforesaid.
63) 13-29-204-041-8001 63a) 13-29-204-041-8002	City of Chicago	Lot 5 in Charles E. Olson's subdivision, as aforesaid.
64) 13-29-204-042-8001 64a) 13-29-204-042-8002	City of Chicago	Lot 4 in Charles E. Olson's subdivision, as aforesaid.
65) 13-29-204-043-8001 65a) 13-29-204-043-8002	City of Chicago	Lot 3 in Charles E. Olson's subdivision, as aforesaid.
66) 13-29-204-044-8001 66a) 13-29-204-044-8002	City of Chicago	Lot 2 in Charles E. Olson's subdivision, as aforesaid.
67) 13-29-204-045-8001 67a) 13-29-204-045-8002	City of Chicago	Lot 1 in Charles E. Olson's subdivision, as aforesaid.

<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(168) 13-29-205-006	Chicago National Bank as Successor Trustee of Trust dated 11/10/55 of Torrens Certificate of Title No. 527106	Lot 5 in E.W. Roemer's subdivision of the East 1/3 of Block 2 except the East 33 feet thereof for widening North Major Avenue in King & Patterson's subdivision of the Northeast quarter of section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(169) 13-29-205-007	Chicago National Bank as successor trustee, of trust dated 11/10/55 of Torrens certificate of title No. 527106	Lot 4 in E. W. Roemer's subdivision of the East 1/3 of block 2 except the East 33 feet thereof for widening North Major Avenue in King & Patterson's subdivision of the Northeast quarter of section 29, Township 40 North, Range 13, East of the third principal Meridian, in Cook County, Illinois
(170) 13-29-205-008	Chicago National Bank as successor trustee, as aforesaid.	Lot 3 in E. W. Roemer's subdivision of the East 1/3 as aforesaid.
(171) 13-29-205-009	LaSalle National Bank of Chicago Trust No. 27506	Lot 2 in E. W. Roemer's subdivision of the East 1/3 as aforesaid.
(172) 13-29-205-010	LaSalle National Bank of Chicago Trust No. 27506	Lot 1 in E. W. Roemer's subdivision of the East 1/3 as aforesaid.
(173) 13-29-205-039	National Bank of Austin Trust No. 3564	Lot 2 except the East 20 feet and all of Lot 3 in Engels subdivision of the North 166 feet of the West 1/2 East 2/3 of Lot 2 in King & Patterson's subdivision of the Northeast quarter of Section 29, Township 40 North, Range 13, East of the third Principal Meridian, in Cook County, Illinois.
(174) 13-29-205-040	National Bank of Austin Trust No. 3564	Lot 1 and the East 20 feet of Lot 2 in Engels subdivision of the North 166 feet, as aforesaid.
(175) 13-29-205-041	John Georgoulis	Lots 6 & 7 in E. W. Roemer's subdivision of the East 1/3 of block 2 except the East 33 feet for widening North Major Avenue in King and Patterson's subdivision of the Northeast quarter of Section 29, Township 40

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(175)* (Continued)		North Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(176) 13-29-206-001	American National Bank & Trust Company of Chicago Trust No. 7906	Lot 10 in Block 2 in Scherenberg's subdivision of Block 1 in King & Patterson's subdivision of the Northeast quarter of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(177) 13-29-206-002	American National Bank & Trust Company of Chicago Trust No. 7906	Lot 9 in block 2 in Scherenberg's subdivision of Block 1, as aforesaid.
(178) 13-29-206-003	American National Bank & Trust Company of Chicago Trust No. 7906	Lot 8 in Block 2 in Scherenberg's subdivision of Block 1, as aforesaid.
(179) 13-29-206-004	American National Bank & Trust Company of Chicago Trust No. 7906	Lot 7 in Block 2 in Scherenberg's subdivision of Block 1, as aforesaid.
(180) 13-29-206-005	American National Bank & Trust Company of Chicago Trust No. 7906	Lot 6 in Block 2 in Scherenberg's subdivision of Block 1, as aforesaid.
(181) 13-29-206-006	Plitt Theaters Inc.	Lot 5 in Block 2 in Scherenberg's subdivision of Block 1, as aforesaid.
(182) 13-29-206-007	Plitt Theaters Inc.	Lot 4 in block 2 in Scherenberg's subdivision of block 1 in King & Patterson's subdivision of the Northeast quarter of Section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(183) 13-29-206-008	Plitt Theaters Inc.	Lot 3 in Block 2 in Scherenberg's subdivision of block 1, as aforesaid.
(184) 13-29-206-009	Plitt Theaters Inc.	Lot 2 in block 2 in Scherenberg's subdivision of block 1, as aforesaid.

<u>Permanert Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(185) 13-29-206-010	-----	Lot 1 in Block 2 in Scherenberg's subdivision of lot 1 in King and Patterson's subdivision of the Northeast quarter of Section 29, Township 40 North, Range 13, East of the Third principal Meridian in Cook County, Illinois.
(186) 13-29-207-004	LaSalle National Bank of Chicago Trust No. 101758	Lot 7 in Block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(187) 13-29-207-005	LaSalle National Bank of Chicago Trust No. 101758	Lot 6 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(188) 13-29-207-006	LaSalle National Bank of Chicago Trust No. 101758	Lot 5 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(189) 13-29-207-007	Pioneer Trust & Savings Bank Trust No. 4136	Lots 1 - 4 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(190) 13-29-207-023	LaSalle National Bank of Chicago Trust No. 48918	Lot 43 & 44 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(191) 13-29-207-021	Pete & Tasia Mavros	Lot 46 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(192) 13-29-207-022	Pete & Tasia Mavros	Lot 45 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(193) 13-29-207-024	Gayle Enblom	Lot 42 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(194) 13-29-207-025	William & Gilbert / Armbruster	Lot 40 except the South 10 feet and lot 41 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(195) 13-29-207-026	3124 N. Central Bldg. Corp.	Lot 38 - 40 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(196) 13-29-207-027	3124 N. Central Bldg. Corp.	Lot 37 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.

<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(197) 13-29-207-028	3124 N. Central Bldg. Corp.	Lot 36 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(198) 13-29-207-029	Colonial Bank & Trust Company Trust No. 408	Lot 34 & 35 in Block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(199) 13-29-207-030	Colonial Bank & Trust Company of Chicago Trust No. 408	Lot 33 in Block 1 in Scherenberg's subdivision of block 1 in King & Patterson's subdivision of the Northeast quarter of Section 28, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(200) 13-29-207-021	Chicago Title & Trust Company Trust No. 64300	Lot 22 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(201) 13-29-207-032	Chicago Title & Trust Company Trust No. 64300	Lot 31 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(202) 13-29-207-033	Chicago Title & Trust Company as Trustee of trust dated 06/28/74 of Torrens Certificate of Title No. 1053431	Lot 30 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(203) 13-29-207-034	Chicago Title & Trust Company as Trustee, as aforesaid.	Lot 29 in block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(204) 13-29-207-040	American National Bank & Trust Company of Chicago Trust No. 7906	Lots 8 - 10 block 1 in Scherenberg's subdivision of block 1, as aforesaid.
(205) 13-29-215-023	Ronald R. Bloese	Lot 4 in Block 1 in White's 2nd Diversey Park Addition being a subdivision of blocks 8, 9 and the East 1/2 of 10 in King & Patterson's subdivision of the Northeast quarter of section 29, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(206) 13-29-215-024	Ronald R. Bloese	Lot 5 in Block 1 in White's 2nd Diversey Park Addition being a subdivision, as aforesaid.
(207) 13-29-215-025	Cosmopolitan National Bank of Chicago Trust No. 18363	Lot 6 in block 1 in White's 2nd Diversey Park Addition being a subdivision, as aforesaid.

<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(208) 13-29-215-026	Cosmopolitan National Bank of Chicago Trust No. 18363	Lot 7 in Block 1 in White's 2nd Diversey Park Addition aforesaid.
(209) 13-29-215-027	Nicholas Zull & Sylvia Zull, his wife	Lot 8 in Block 1 in White's subdivision aforesaid.
(210) 13-29-215-028	Michele Costanza & Madelene Costanza, his wife	Lot 9 in Block 1 in White's 2nd Diversey Park Addition being a subdivision of blocks 8 & 9 and the East 1/2 of Block 10 in King's Patterson's subdivision of the Northeast 1/4 of Section 29, Township 40 North, Range 13 east of the third principal meridian in Cook county, Ill.
(211) 13-29-215-029	Janina Nakonieczny	Lot 10 in block 1 in White's subdivision aforesaid.
(212) 13-29-215-030	Janina Nakonieczny	Lot 11 in Block 1 in White's subdivision aforesaid.
(213) 13-29-215-031	Janina Nakonieczny	Lot 12 in Block 1 in White's subdivision aforesaid.
(214) 13-29-215-032	Irvin Blaustein & Elaine N. Blaustein, his wife	Lot 13 in Block 1 in White's subdivision aforesaid.
(215) 13-29-215-033	Charles P. Glut & Margaret Glut, his wife	Lot 14 in Block 1 in White's subdivision aforesaid.
(216) 13-29-215-034	Taco Bell	Lot 15 in Block 1 in White's subdivision aforesaid.
(217) 13-29-215-035	Taco Bell	Lot 16 in Block 1 in White's subdivision aforesaid.
(218) 13-29-215-036	Taco Bell	Lot 17 in Block 1 in White's subdivision aforesaid.
(219) 13-29-215-037	Taco Bell	Lot 18 in Block 1 in White's subdivision aforesaid.
(220) 13-29-215-040	Sophie T. Lorenz	Lot 21 in Block 1 in White's subdivision aforesaid.
(221) 13-29-215-041	Sophie T. Lorenz	Lot 22 in Block 1 in White's subdivision aforesaid.
(222) 13-29-215-042	Sophie T. Lorenz	Lots 23 & 24 in Block 1 in White's subdivision aforesaid.
(223) 13-29-215-043	American National Bank & Trust Co. of Chicago Trust No. 54858	Lots 19 & 20 in Block 1 in White's subdivision aforesaid.

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<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(224) 13-29-215-044	Peter D. Karras & Sophie D. Karagiannis	Lots 1-3 (both inclusive) in Block 1 in White's subdivision aforesaid.
(225) 13-29-223-033	-----	Lot 18 in Block 3 in White's subdivision aforesaid.
(226) 13-29-223-038	Parkway Bank & Trust Co. Trust No. 4771	Lot 23 in Block 3 in White's subdivision aforesaid.
(227) 13-29-223-039	-----	Lot 24 in Block 3 in White's subdivision aforesaid.
(228) 13-29-223-041	Rand Realty & Development Company	Lots 19-22 (both inclusive) in Block 3 in White's subdivision aforesaid.
(229) 13-29-223-042	Rand Realty & Development Company.	Lots 1-8 in Block 3 in White's subdivision aforesaid.
(230) 13-29-223-043	Rand Realty & Development Company	Lots 9-17 (both inclusive) in Block 3 in White's subdivision aforesaid.

	<u>Permanent Tax Number</u>	<u>Party in Title</u>	<u>Legal Description</u>
(231)	13-29-207-012	(City of Chicago)	Lot 15 and 1/2 of vacated alley east and adjoining Lot 15; and the north 8 1/3 ft. of Lot 16 and 1/2 the vacated alley east and adjoining the north 8 1/3 ft. of Lot 16 in Scherenberg's Subdivision of Block 1 in King and Patterson's Subdivision of the Northeast quarter of Section 2 Township 40 north, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.
(232)	13-29-207-044	(City of Chicago)	Lot 11 and 1/2 of the vacated alley east and adjoining Lot 11; and the north 8 ft. of Lot 12 and 1/2 the vacated alley east and adjoining the north 8 ft. of Lot 12 in Scherenberg's Subdivision of Block 1 as aforesaid.
(233)	13-29-207-045	(City of Chicago)	Lot 12 except the north 8 ft. thereof and 1/2 the vacated alley east and adjoining Lot 12 except the north 8 ft. thereof; and the north 16 ft. of Lot 13 and 1/2 the vacated alley east and adjoining the north 16 ft. of Lot 13 in Scherenberg's Subdivision of Block 1 as aforesaid.
(234)	13-29-207-046	(City of Chicago)	Lot 13, except the North 16 ft. thereof and 1/2 the vacated alley east and adjoining Lot 13 except the North 16 ft. thereof; and Lot 14 and 1/2 the vacated alley east and adjoining Lot 14 in Scherenberg's Subdivision of Block 1 as aforesaid.
(235)	13-20-431-034	-----	Lot 8 except the east 52ft. of the south 133.76 ft. lying north of the north line of Belmont Ave., and 1/2 the vacated street west and adjoining the north 133 ft. of the south 166ft. of Lot 8, in Owner's Partition of Lots 6 to 10 in Voss's Partition in Section 20/28, Township 40, North Range 13, east of the Third Principal Meridian in Cook County Illinois.

(Continued from page 16488)

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

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

No. 10305 S. Avers Av.

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lot 41 and the West 160 feet of Lot 42 in J. S. Horland's Resubdivision of J. S. Horland's 103rd Street Subdivision of the West half of the North half of the East half of the Northwest quarter of Section 14, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

also

Lot A in William Main's Resubdivision of part of Lots 43, 44, 77, 78 and 79 in J. S. Horland's Resubdivision of J. S. Horland's 103rd Street Subdivision of the West half of and the North half of the East half of the Northwest quarter of Section 14, Township 37 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

which property has frontage of 253.5 feet on the East side of S. Avers Avenue, 300.65 feet on the South side of W. 103rd Street, 126.57 feet on the West side of S. Hamlin Avenue, has an area of approximately 58,338 square feet, is improved with a school building now vacant and not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. That the report and recommendation of the Department of Planning be adopted and said proposed disposition of the former Duffy School site at 10305 S. Avers be approved with the stipulation that local groups interested in maintaining or utilizing the structure be given preference in the conveyance of the property.

SECTION 4. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 5. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

—
No. 6435 S. Blackstone Av.

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 52, 57, 58, 63 and 64 in Robertson's Subdivision of the North 25.25 acres of that part of the East half of the Northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of Illinois Central R.R. in Cook County, Illinois

also

Lots 18 to 30 inclusive, in South Park Addition to Chicago, a Subdivision of the South 441 feet of the North 1490 feet of that part of the Northeast quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, lying East of Illinois Central Railroad, in Cook County, Illinois,

which property has frontage of 489.5 feet on the East side of S. Blackstone Avenue, 489.5 feet on the West side of S. Harper Avenue, 190.0 feet on the North side of E. 65th Street, has an area of approximately 93,005 square feet, is improved with a school building now vacant and not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

—
No. 5700 S. Lafayette Av.

WHEREAS, the Board of Education of the City of Chicago at its regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, the Board of Education of the City of Chicago at said regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 7 to 12, both inclusive, and vacated alley adjoining said lots, in Periolat's Subdivision of the South 147 11/12 feet of Lot 4 in School Trustee's Subdivision of Section 16, Township 38, Range 14 East of the Third Principal Meridian in Cook County, Illinois

also

Lots 1 to 12, both inclusive, and vacated alley adjoining said Lots, in Block 2 in Henry Botsford's Subdivision of that part of Lot 5 in School Trustee's Subdivision of Section 16, Township 38, Range 14 lying East of the C.R.I. & P.R.R. except the South 218 feet thereof East of the Third Principal Meridian in Cook County, Illinois,

which has a frontage of 299.9 feet on S. Lafayette Avenue, 299.9 feet on S. Perry Avenue, 212.2 feet on W. 57th Place, and 212.0 feet on W. 57th Street, contains 63,579 square feet, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

**City Comptroller Authorized to Advertise for Sale
City-Owned Vacant Property at Nos. 2112-2122
W. Madison St.**

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

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 1 to 6 inclusive in Thorne's Resubdivision of the South half of Lots 17 and 18 in the Subdivision of Block 59 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, (except alley) in Cook County, Illinois (commonly known as Nos. 2112-2122 W. Madison Street, Permanent Tax Nos. 17-07-330-033, 034, 036 and 037).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

**Acceptance of Bids for Purchase of Property Held
in Trust for Use of Schools at Various Locations.**

The Committee on Finance submitted separate reports recommending that the City Council pass five proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property, (held in trust for use of schools) at sundry locations.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuller, Volini, Orr, Stone--45.

Nays--None.

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

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

No. 4101 S. Calumet Av.

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Metropolitan Community Church, a not for profit corporation, 4100 S. Dr. Martin Luther King Drive, Chicago, Illinois 60653, in the amount of \$62,750 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Real Property Appraisal
January 26, 1983

\$65,869

William A. McCann, M.A.I., S.R.P.A.
January 19, 1983

\$62,750; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Metropolitan Community Church to purchase vacant land described as follows, to-wit:

Lots 29 to 48, inclusive, in Block 1 in J. Y. Scammon's South Park Boulevard Subdivision of part of the North East quarter of the South East quarter of the North West quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 490.1 feet on the East side of W. Calumet Avenue and a frontage of 128.0 feet on the South side of E. 41st Street, containing an area of approximately 62,753 square feet and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder (Metropolitan Community Church) to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. This ordinance shall be in effect from and after its passage.

—
Nos. 4250-4258 W. Madison St./Nos. 1-17 N. Kildare Av.

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Peoples Church of God In Christ, 4244 W. Madison Street, Chicago, Illinois 60624, in the amount of \$25,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

John J. Lydon, M.A.I.

November 26, 1982

\$24,000

John F. Clark, M.A.I.

October 27, 1981

\$20,300; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Peoples Church of God In Christ to purchase vacant school building and land described as follows, to-wit:

Lots 25 to 28, both inclusive, in Block 35 in West Chicago Land Company's Subdivision of the South half of Section 10, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 101.4 feet on the North side of W. Madison Street and a frontage of 175.0 feet on the East side of N. Kildare Avenue, containing an area of approximately 17,745 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and the City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder (Peoples Church of God In Christ) to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. This ordinance shall be in effect from and after its passage.

Nos. 3606-3618 W. Ogden Av.

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Ogden Avenue Church of Christ, 3604 W. Ogden Avenue, Chicago, Illinois 60623, in the amount of \$9,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

Scott W. Tyler
August 1, 1980 \$14,100

William A. McCann, M.A.I.,
S.P.R.A.
January 24, 1983 \$10,000; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Ogden Avenue Church of Christ to purchase vacant land described as follows, to-wit:

Lots 56, 57 and 58 in J. T. Matthew's Subdivision of Lots 1 and 20 in Kedzie's Subdivision of part of the South West quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

also

Lots 28 and 29 in Block 4 in the Resubdivision of Blocks 1, 2, 3, 4, and 5 and vacated alleys in Lansing's 2nd Addition to Chicago, a Subdivision of Lots 2, 3, 4, 17, 18 and 19 (except the West 146.17 feet of said Lots 4 and 17) in J. H. Kedzie's Subdivision in the South West quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which is an irregularly shaped parcel of land having an inside frontage of 135.5 feet on W. Ogden Avenue with varying depths of 125 to 155.4 feet and containing an area of approximately 20,212 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and the City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder (Ogden Avenue Church of Christ) to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. This ordinance shall be in effect from and after its passage.

*Nos. 5000-5048 W. Polk St./5001-5049 W. Lexington St. and
734-756 S. Laverne Av.*

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from National Baking Company, a Delaware Corporation, 5001 W. Polk Street, Chicago, Illinois 60644, in the amount of \$140,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

John J. Lydon, M.A.I.
December 5, 1982

\$175,000

Alan E. Waldman, M.A.I.
January 11, 1983

\$139,000; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of National Baking Company to purchase vacant school land described as follows, to-wit:

Lots 180 and 181 (except parts taken for street) in School Trustees' Subdivision of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 528.0 feet on W. Lexington Street, 528.0 feet on S. Laverne Avenue and 264.0 feet on W. Polk Street, containing an area of approximately 139,867 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and the City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder (National Baking Company) to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. This ordinance shall be in effect from and after its passage.

Nos. 4008 W. Rosemont Av.

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council, by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said real estate; and

WHEREAS, The bids were opened and read at the first City Council meeting following the receipt of said bids; and

WHEREAS, The Board of Education of the City of Chicago has, by a vote of not less than three-fourths of its full membership, recommended to the City Council that the following bid from Stefan Haubrich of 6328 N. Leroy Avenue, Chicago, Illinois 60646, in the amount of \$210,000 be accepted. Two appraisals were made for this property and they indicated that the fair market value is as follows:

John J. Lydon, M.A.I.
January 28, 1982

\$250,000

John F. Enright
November 16, 1982

\$220,000; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Stefan Haubrich to purchase vacant school building and land described as follows, to-wit:

Lots 1 to 11, both inclusive, in Block 1, in Crawford-Devon Subdivision of Lot 7 in the Assessor's Division of Lands in the North East Fractional Quarter of Section 3, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 124.13 feet on North side of W. Rosemont Avenue and a frontage of 297.0 feet on West side on N. Pulaski Road, containing an area of approximately 36,866 square feet, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the Mayor and the City Clerk are authorized to sign and attest a deed conveying all rights of the City of Chicago in trust for the use of schools in and to said school property and to deliver said deed to the City Comptroller.

SECTION 3. The City Clerk is authorized to deliver the deposit check submitted by the bidder (Stefan Haubrich) to the City Comptroller, who is authorized to deliver said deed to the purchaser or his nominee upon receipt of the balance of the purchase price.

SECTION 4. The City Clerk is authorized to return the deposit of the unsuccessful bidders, Korean Missionary Church in Chicago c/o Reverend Inbok P. Lee, Seymour Taxman c/o The Taxman Corporation and Julius Lopin and Alvin Rubens.

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

**Bids Rejected and City Comptroller Authorized to Re-advertise
for Sale Parcels of City-Owned Vacant Property Held in
Trust for Use of Schools at Certain Locations.**

The Committee on Finance submitted separate reports recommending that the City Council pass two proposed ordinances transmitted therewith to reject bids for the purchase of City-owned property held in trust for the use of schools at certain locations and to re-advertise same for sale.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

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

*Nos. 5-21 W. Chestnut St./
4-20 W. Pearson St.*

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago, to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the Real Estate; and

WHEREAS, The bid was opened and read at the first City Council meeting following the receipt of said bid; and

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council that the bid in the amount of \$72,624.00 submitted by C. F. Connelly Company, Inc., No. 2750 S. Wells Street, Chicago, Illinois 60616, be rejected. There were two appraisals made for this property and they indicated that the fair market value is as follows:

John J. Lydon, M.A.I. January 15, 1983	\$760,000

Stephen Rich, M.A.I., S.R.P.A. March 19, 1982	\$950,000;

now, therefore,

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

SECTION 1. The City of Chicago hereby rejects the bid of the C. F. Connelly Company, Inc., to purchase vacant school land described as follows, to-wit:

Lot 1, in Assessor's Division of Block 1 in Bushnell's Addition to Chicago of East half of South East quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 178.5 feet on W. Chestnut Street and 178.5 feet on W. Pearson Street, containing approximately 19,010 square feet.

SECTION 2. That the City Clerk is authorized to refund the deposit of C. F. Connelly Company, Inc., in the amount of \$7,300.00.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the above parcel of vacant Board of Education of the City of Chicago owned property which is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Board of Education of the City of Chicago or the City of Chicago. Said parcel as described aforesaid.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

—
*Southeast Corner of N. California Av.
and W. Diversey Av.*

WHEREAS, The Board of Education of the City of Chicago made written request to the City Council of the City of Chicago, to sell, in the manner provided by statute, the real estate hereinafter described; and

WHEREAS, The City Council by ordinance duly passed, authorized and directed the City Comptroller to advertise for sale and receive bids on the said Real Estate; and

WHEREAS, The bid was opened and read at the first City Council meeting following the receipt of said bid; and

WHEREAS, The Board of Education of the City of Chicago has recommended to the City Council that the bid in the amount of \$100,010 submitted by Bernard J. Muslin, No. 2737 W. Diversey Avenue, Chicago, Illinois 60647, be rejected. There were two appraisals made for this property and they indicated that the fair market value is as follows:

Terrence M. O'Brien, M.A.I. December 30, 1982	\$170,000

Francis S. Lorenz, Jr., M.A.I. January 10, 1983	\$145,000; now, therefore,

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

SECTION 1. The City of Chicago hereby rejects the bid of Bernard J. Muslin, to purchase improved school land described as follows, to wit:

Lots 44 to 48, inclusive, in Block 1 of Harriet Farlin Subdivision of the West three quarters of North half of the North West quarter of the South East quarter (except part thereof occupied by the Chicago and North Western Railway) and the East half of the South East quarter of the North West quarter of the South East quarter of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which property has a frontage of 125.0 feet on N. California Avenue and 125.76 feet on W. Diversey Avenue, containing approximately 15,720 square feet.

SECTION 2. That the City Clerk is authorized to refund the deposit of Bernard J. Muslin, in the amount of \$10,001.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the above parcel of improved Board of Education of the City of Chicago owned property which is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the Board of Education of the City of Chicago or the City of Chicago. Said parcel as described aforesaid.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

—
**Acceptance of Bids for Purchase of City-Owned
Property at Sundry Locations.**

The Committee on Finance submitted separate reports recommending that the City Council pass three proposed ordinances transmitted therewith to authorize the acceptance of bids for purchase of City-owned property at sundry locations.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schalter, Volini, Orr, Stone--45.

Nays--None.

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

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

No. 3742 W. Chicago Av.

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert A. Gaughan, No. 6724 W. Diversey Avenue, Chicago, Illinois 60635 to purchase for the sum of \$10,100.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 12, 1982, pages 13339-13340 described as follows:

Lots 22 and 23 in Block 5 in T. J. Diven's Subdivision of the Southeast quarter of the South West Quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3742 W. Chicago Avenue, Permanent Tax Nos. 16-02-329-041 and 042).

Subject to 1978 and 1979 taxes.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,010.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

No. 2851 W. Congress Pkwy.

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

SECTION 1. The City of Chicago hereby accepts the bid of Acenco, Inc., No. 2850 W. Harrison Street, Chicago, Illinois 60612 to purchase for the sum of \$2,300.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed November 12, 1982, page 13340 described as follows:

Lot 42 in James U. Bordens Resubdivision of Block 6 and Lots 1 to 24 inclusive, in Block 1 in Reed's Subdivision of the East 3/4 of the South 1/4 of the Northwest 1/4 of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 2851 W. Congress Parkway Permanent Tax No. 16-13-132-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,300.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

Nos. 3736-3742 W. 18th St.

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

SECTION 1. The City of Chicago hereby accepts the bid of The Israel of God's Church, The White Horse Army, No. 3741 W. 18th Street, Chicago, Illinois 60623 to purchase for the sum of \$3,750.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed October 27, 1982, page 13173 described as follows:

Lots 23 and 24 in Downing's Subdivision of Lots 7 to 14 in J. H. Kedzie Subdivision in Southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, (except streets heretofore dedicated) in Cook County, Illinois (commonly known as Nos. 3736-3742 W. 18th Street, Permanent Tax No. 16-23-304-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$375.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

**Exchange of Properties Authorized for Channelization
Improvement of Intersection of N. Damen Av.,
W. Pratt Av. and N. Ridge Blvd.**

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

WHEREAS, On January 28, 1983 (Council Journal pages 15571-2) a council ordinance was passed by more than 3/4 the vote of members of the City Council authorizing advertisement for a public

hearing for the exchange of lands at the intersection of N. Damen Avenue, W. Pratt Avenue and N. Ridge Boulevard between William P. Chausis, Ann Chausis, Gus J. Panigyrakis and Peggy Panigyrakis, and the City of Chicago; and

WHEREAS, Said exchange of tracts is mutually advantageous to both parties, the City however acquiring a tract almost 1,830 square feet larger without further consideration; and

WHEREAS, Said exchange of land is beneficial to the City in that it provides a wider, larger and more efficient area for the channelization improvement of the intersection of N. Damen Avenue, W. Pratt Avenue and N. Ridge Boulevard; and

WHEREAS, This exchange of land is in compliance with Chapter 24:11:76:2 of the 1979 Illinois Revised Statutes in that 1. that the premises to be conveyed to the City under the exchange in the opinion of the City Council are no longer needed by the City for the public interest, 2. that the premises to be received by the City under the exchange will prove useful to the City and will be for the public interest, and 3. that the total value of the substitute premises exceeds the value for the premises for which same are being exchanged, as determined by City authorities, taking into consideration the long term best interest of the public; and

WHEREAS, After due notice of a public hearing for this purpose was duly published in a newspaper of general circulation, a public hearing was held in the City Council chambers on March 9, 1983 approving the exchange of land; and

WHEREAS, The legal descriptions of the land to be exchanged is contained in the Ordinance approved by the City Council on January 28, 1983 and incorporated herein by reference; now, therefore,

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

SECTION 1. That the Mayor and the City Clerk are authorized to sign and attest a Quitclaim Deed conveying all interest of the City of Chicago in and to the City property, as described in the Ordinance of January 28, 1983, (C.J. pp.15571-2) to William P. Chausis, Ann Chausis, Gus J. Panigyrakis and Peggy Panigyrakis, and that the City of Chicago accept a deed for the property owned by William P. Chausis, Ann Chausis, Gus J. Panigyrakis, and Peggy Panigyrakis as described in the aforementioned Ordinance, in exchange therefore.

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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schalter, Volini, Orr, Stone--45.

Nays--None.

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

**Sale of City-Owned Vacant Property Authorized for
"Infill Housing U.D.A.G. Program" at
Various Locations.**

The Committee on Finance submitted separate reports recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing the sale of City-owned vacant property for the Department of Housing's "Infill Housing U.D.A.G. Program" at various locations.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

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

Hispanic Housing Development Corp.

WHEREAS, The City of Chicago is a Home Rule Unit by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City of Chicago desires to encourage the development of low and moderate income single family residences within the City; and

WHEREAS, The Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, has obtained financial commitments from both the United States Department of Housing and Urban Development, under the Scattered Site/Infill Housing Urban Development Action Grant Demonstration Program, and the private sector for the site acquisition and the construction of low and moderate income single family residences; and

WHEREAS, The City of Chicago has acquired title to numerous parcels of vacant real property located throughout the City pursuant to its responsibility to protect the public health, safety and welfare; and

WHEREAS, Many of the parcels of City-owned vacant real property are suitable for residential development under the United States Department of Housing and Urban Development's Scattered Site/Infill Housing Urban Development Action Grant Demonstration Program; and

WHEREAS, The City of Chicago desires to sell its vacant real property and return said property to the property tax rolls; and

WHEREAS, The Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, desires to acquire from the City of Chicago certain parcels of City of Chicago vacant real property identified herein for the purpose of constructing low and moderate income single family residences under a program funded by the United States Department of Housing and Urban Development; now, therefore,

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the City of Chicago, a Home Rule Unit, does hereby authorize and approve the sale of vacant parcels of real property described herein, which are owned by the City of Chicago, to the Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, for the consideration cited herein;

City Real Estate No. 3165
1745 North Drake Avenue

\$ 1,700.00

Lot 44 in Augur's Subdivision of Block 17 in E. Simon's Subdivision of the Southeast quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 1745 North Drake Avenue, Chicago, Illinois.

City Real Estate No. 3544
1411 North Kildare Avenue

\$ 1,700.00

Lot 237 in Davenport Subdivision of the East half of the Northwest quarter of the Northeast quarter and the West half of the Northeast quarter of the Northeast quarter of Section 3, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 1411 North Kildare Avenue, Chicago, Illinois.

City Real Estate No. 4844
2838 North Sacramento Avenue

\$ 1,700.00

Lot 4 in Block 4 in Storey and Allen's Addition to Chicago, a Subdivision of the East half of the Southwest quarter of the Northwest quarter of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 2838 North Sacramento Avenue, Chicago, Illinois (also, taxes for 1978, and January 1, 1979 to July 5, 1979 open).

City Real Estate No. 2258
1635 North Sawyer Avenue

\$ 1,700.00

Lot 40 in Block 24 in Delamater's Resubdivision of Block 24 and Lots 5 to 18 inclusive in Block 23 of E. Simon's Subdivision of the Southeast quarter of the East half of the Southeast quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 1635 North Sawyer Avenue, Chicago Illinois.

SECTION 2. That the sale of the above listed City of Chicago parcels of vacant real property to the Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, is solely for the purpose of construction of low and moderate income single family residences under a grant from the United States Department of Housing and Urban Development; and as part of the consideration for the transfer of these parcels of vacant real property, the Hispanic Housing Development Corporation, agrees to reconvey title to such parcels of vacant real property to the City of Chicago on which the Hispanic Housing Development Corporation fails to begin the construction of low and moderate income single family residences on or before November 15, 1984.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute quitclaim deeds conveying title to said parcels of real property to the Hispanic Housing Development Corporation, an Illinois not-for-profit corporation, with the City Clerk attesting to said conveyances.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

—
The Woodlawn Corp.

WHEREAS, The City of Chicago is a Home Rule Unit by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City of Chicago desires to encourage the development of low and moderate income single family residences within the City; and

WHEREAS, The Woodlawn Corporation, an Illinois not-for-profit corporation, has obtained financial commitments from both the United States Department of Housing and Urban Development, under the Scattered Site/Infill Housing Urban Development Action Grant Demonstration Program, and the private sector for the site acquisition and the construction of low and moderate income single family residences; and

WHEREAS, The City of Chicago has acquired title to numerous parcels of vacant real property located throughout the City pursuant to its responsibility to protect the public health, safety and welfare; and

WHEREAS, Many of the parcels of City-owned vacant real property are suitable for residential development under the United States Department of Housing and Urban Development's Scattered Site/Infill Housing Urban Development Action Grant Demonstration Program; and

WHEREAS, The City of Chicago desires to sell its vacant real property and return said property to the property tax rolls; and

WHEREAS, The Woodlawn Corporation, an Illinois not-for-profit corporation, desires to acquire from the City of Chicago certain parcels of City of Chicago vacant real property identified herein for the purpose of constructing low and moderate income single family residences under a program funded by the United States Department of Housing and Urban Development; now, therefore,

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the City of Chicago, a Home Rule Unit, does hereby authorize and approve the sale of vacant parcels of real property described herein, which are owned by the City of Chicago, to The Woodlawn Corporation, an Illinois not-for-profit corporation, for the consideration cited herein:

City Real Estate No. 1853
6125-6127 South Ellis Avenue

\$ 3,400.00

Lot 18 in Subdivision of Block 3 (except North 50 feet thereof) in Charles Busby's Subdivision of South half of the Southwest quarter (except 2 1/2 acres) of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as Nos. 6125-6127 South Ellis Avenue, Chicago, Illinois.

City Real Estate No. 2794
6116-6118 South Greenwood Avenue

\$ 3,400.00

The South 40 feet of Lot 3 in Subdivision of Block 3 (except the North 50 feet) in Charles Busby's Subdivision of South half of the Southwest quarter (except 2 1/2 acres) of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as Nos. 6116-6118 South Greenwood Avenue, Chicago, Illinois.

City Real Estate No. 2667
6647 South Kenwood Avenue

\$ 1,700.00

Lot 6 in Potter's Subdivision in the Northeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois according to the plat thereof recorded April 21, 1906 as Document 3850568 in Cook County, Illinois, commonly known as No. 6647 South Kenwood Avenue, Chicago, Illinois.

City Real Estate No. 2485
6137-6139 South Woodlawn Avenue

\$ 3,400.00

Lot 17 in Block 3 in O.R. Keith's Subdivision of the Southwest quarter of the Southeast quarter of Section 14, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as Nos. 6137-6139 South Woodlawn Avenue, Chicago, Illinois.

City Real Estate No. 3153
6630-6632 South Kimbark Avenue

\$ 3,400.00

Lot 7 in Block 10 in Oglesby's Subdivision of Blocks 10 and 11 in Wait and Bowen's Subdivision of part of the West half of the Northeast quarter (West of Railroad) in Section 23, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as Nos. 6630-6632 South Kimbark Avenue, Chicago, Illinois.

SECTION 2. That the sale of the above listed City of Chicago parcels of vacant real property to The Woodlawn Corporation, an Illinois not-for-profit corporation, is solely for the purpose of construction of low and moderate income single family residences under a grant from the United States Department of Housing and Urban Development; and as part of the consideration for the transfer of these parcels of vacant real property, the Hispanic Housing Development Corporation, agrees to reconvey title to such parcels of vacant real property to the City of Chicago on which the Hispanic Housing Development Corporation fails to begin the construction of low and moderate income single family residences on or before November 15, 1984.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute quitclaim deeds conveying title to said parcels of real property to The Woodlawn Corporation, an Illinois not-for-profit corporation, with the City Clerk attesting to said conveyances.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

Neighborhood Housing Services

WHEREAS, The City of Chicago is a Home Rule Unit by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as a Home Rule Unit may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City of Chicago desires to encourage the development of low and moderate income single family residences within the City; and

WHEREAS, The Neighborhood Housing Services, an Illinois not-for-profit corporation, has obtained financial commitments from both the United States Department of Housing and Urban Development, under the Scattered Site/Infill Housing Urban Development Action Grant Demonstration Program, and the private sector for the site acquisition and the construction of low and moderate income single family residences; and

WHEREAS, The City of Chicago has acquired title to numerous parcels of vacant real property located throughout the City pursuant to its responsibility to protect the public health, safety and welfare; and

WHEREAS, Many of the parcels of City-owned vacant real property are suitable for residential development under the United States Department of Housing and Urban Development's Scattered Site/Infill Housing Urban Development Action Grant Demonstration Program; and

WHEREAS, The City of Chicago desires to sell its vacant real property and return said property to the property tax rolls; and

WHEREAS, The Neighborhood Housing Services, an Illinois not-for-profit corporation, desires to acquire from the City of Chicago certain parcels of City of Chicago vacant real property identified herein for the purpose of constructing low and moderate income single family residences under a program funded by the United States Department of Housing and Urban Development; now, therefore,

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder, the City of Chicago, a Home Rule Unit, does hereby authorize and approve the sale of vacant parcels of real property described herein, which are owned by the City of Chicago, to the Neighborhood Housing Services, an Illinois not-for-profit corporation, for the consideration cited herein:

City Real Estate No. 720
1758 West Cullerton Avenue

\$ 1,700.00

Lot 26 in Benjamin Lombard's Subdivision of Block 50 in Subdivision by City of Chicago of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 1728 West Cullerton Avenue, Chicago, Illinois.

City Real Estate No. 2862
2124 West 19th Street

\$ 1,700.00

Lot 90 in Evan's Subdivision of Block 43 in the Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 2124 West 19th Street, Chicago, Illinois.

City Real Estate No. 1223
2219 West 21st Street

\$ 1,700.00

Lot 8 in Subdivision of Block 58 in the Subdivision of Block 19, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 2219 West 21st Street, Chicago, Illinois.

City Real Estate Nos. 5221 and 5932
1943-1945 North Wilmot Avenue

\$ 3,400.00

Lots 9 and 10 in Mary Parrott's Resubdivision of Lots 4 to 14 (except Lot 5) in Block 4 in Pierce's addition to Holstein Subdivision of part of the North Half of the Southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as Nos. 1943-1945 North Wilmot Avenue, Chicago, Illinois.

SECTION 2. That the sale of the above listed City of Chicago parcels of vacant real property to the Neighborhood Housing Services, an Illinois not-for-profit corporation, is solely for the purpose of construction of low and moderate income single family residences under a grant from the United States Department of Housing and Urban Development; and as part of the consideration for the transfer of these parcels of vacant real property, the Neighborhood Housing Services fails to begin the construction of low and moderate income single family residences on or before November 15, 1984.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute quitclaim deeds conveying title to said parcels of real property to the Neighborhood Housing Services, an Illinois not-for-profit corporation, with the City Clerk attesting to said conveyances.

SECTION 4. This ordinance shall be in force and effect from and after its passage.

**Transfer of City-Owned Property to the Dept. of Urban
Renewal Authorized for Sundry Projects.**

The Committee on Finance submitted separate reports recommending that the City Council pass three proposed ordinances transmitted therewith authorizing the transfer of City-owned property to the Department of Urban Renewal for sundry redevelopment projects.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

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

Chicago-Orleans Project.

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

SECTION 1. The following parcels in Redevelopment Project Chicago-Orleans be transferred from the City Real Estate Department to the Department of Urban Renewal for the consideration indicated.

<i>Parcel</i>	<i>Address</i>	<i>Amount</i>
14-6	312 West Wendell Street	\$ 10,000.00
17-11	312 West Oak Street	\$ 6,840.00

SECTION 2. It is further resolved that the transfer be effectuated by Transfer of Funds from Account Fund No. 025-0172-610 to Fund No. 100-1501-4701.

SECTION 3. That this ordinance shall be effective immediately upon its passage.

Englewood Conservation Project.

WHEREAS, The Department of Urban Renewal of the City of Chicago and the City of Chicago, and the City Council, duly authorized the acquisition of real estate to effectuate the Redevelopment Plan for The Englewood Conservation Area; and

WHEREAS, It appears that the City of Chicago Department of Real Estate through its demolition of hazardous structures and demolition foreclosure proceedings has acquired title to sundry parcels in said project and agrees to transfer said parcels to the Department of Urban Renewal; now, therefore,

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

SECTION 1. The following parcel in The Englewood Conservation Area to be transferred from the City Real Estate Department to the Department of Urban Renewal for the consideration indicated:

Parcel	Address	Amount
148-2	6001 S. Peoria and 849-857 W. 60th St.	\$ 2,800.00

SECTION 2. It is further resolved that the transfer be effectuated by Transfer of Funds from Account Fund No. 025-0172-610 to Fund No. 100-1501-4701.

SECTION 3. That this ordinance shall be effective immediately upon its passage.

Chicago-Austin Project.

WHEREAS, The Commercial District Development Commission, did, on the 30th day of August, 1977, by Resolution No. 77-CDDC-5, authorize land acquisition for Project Chicago-Austin, bounded as follows:

Beginning at the intersection of the center line of N. Austin Blvd. and the center line of the alley parallel to and first N. of W. Chicago Ave.; thence E. along said center line to the intersection with the center line of N. Menard Ave.; thence S. to the N. line (extended) of lots 23 and 26 in Lewis and Barnes' Sub. of Blk. 13 of Salisbury's Sub. of the E. ½ S.E. ¼ of Sec. 5, Twp. 30, Range 13; thence E. along said line to the center line of Massasoit Ave.; thence N. along said center line to the S. line (extended) of lots 19 and 30 in W.S. Walkers Sub. of Blks. 14 and 15 in Salisbury's Sub. of the E. ½ S.E. ¼ of Sec. 5, Twp. 39, Range 13; thence E. along said line to the intersection with the center line of N. Waller Ave.; thence S. along said center line to the intersection with the center line of the alley first S. and parallel to Chicago Ave.; thence W. along said center line to the intersection with the center line of N. Austin Blvd.; thence N. along said center line to the point of beginning; all in the S.E. ¼ of Sec. 5, Twp. 39, Range 13 and the N.E. ¼ of Sec. 8, Twp. 39; and Range 13 E. of the Third Principal Meridian in Cook County, Illinois.

WHEREAS, The City Council of the City of Chicago authorized land acquisition for said Project Chicago-Austin, as appears from the Journal of the Proceedings of the City Council of the City of Chicago dated September 28, 1977, at pages 6034 and 6035; and

WHEREAS, A certain parcel designated as Parcel 2-1 and located within said project has heretofore been acquired by the City of Chicago pursuant to foreclosure of a demolition lien, said parcel being legally described as follows:

Lot 209 in Blk. 12 in Austin's Second Addition to Austinville being a Sub. in the W. ½ of the N.E. ¼ of Sec. 8, Twp. 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

and

WHEREAS, The Commercial District Development Commission determined, based upon appraisals, that the fair cash market value of the aforesaid Parcel 2-1 is \$11,200.00; now, therefore,

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

SECTION 1. The transfer of the parcel of land described and known as Parcel 2-1 to the Commercial District Development Commission is hereby approved.

SECTION 2. The Comptroller is hereby directed to transfer the sum of \$11,200.00 from Fund No. 337-0168-610 to Fund No. 100-1501-4701.

SECTION 3. This ordinance shall be in effect immediately upon its passage.

**City Comptroller Authorized to Execute Leases of
Certain Property for Municipal Purposes.**

The Committee on Finance submitted separate reports recommending that the City Council pass five proposed ordinances transmitted therewith, to authorize the City Comptroller to lease specified parcels of property for use by City departments and agencies.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

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

Bureau of Electricity.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago a lease from Eugene G. Callahan and Kathleen Callahan, his wife, as joint tenants with right of survivorship, for approximately 8,640 square feet for entire one story garage type building and approximately 8,965 square feet for an asphalt paved vacant parcel south of and adjoining the building for a total of 17,605 square feet located at Nos. 5941-5951 S. Damen Avenue for the Department of Streets and Sanitation/Bureau of Electricity, such lease to be approved by the Department of Streets and Sanitation and approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on
page 16534 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said location.

RIDER "B"

Rental Payment Provision

Lessee shall pay for said premises during the continuance of this lease at the rate of :

(Continued on page 16535)

Lease No. 13011

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Eugene G. Callahan and Kathleen Callahan, his wife, as joint tenants
 with right of survivorship _____, as Lessor
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit: approximately 8,640 square feet for entire one
story garage type building and approximately 8,965 square feet for an asphalt paved parcel
South of and adjoining the building for a total of 17,605 square feet located at 5941-
5951 South Damen Avenue for the Department of Streets and Sanitation/Bureau of Electricity

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July
 A. D. 19 82, and ending on the 30th day of June A. D. 19 87. Lessee has the right to
 terminate this lease upon 180 days prior written notice to the lessor at the address cited
herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
Eugene G. Callahan, 4740 West 95th St., Oak Lawn, IL 60453 or at such other place as the Lessor from time
 to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached
Hereto and Made a Part Hereof.
For Rental Payment
Provisions See Rider "B" Attached Hereto and Made a Part Hereof.
Assessments for water tax
 levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's
 own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall
 refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is author-
 ized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Les-
 sor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the
 beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making
 repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and
 of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem nec-
 essary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be
 regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior
 to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild
 said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease
 thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the
 date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of
 rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.
 Approved as to form and legality, except
 as to property description and execution.

(Continued from page 16533)

One Thousand Twenty-nine and 60/100 Dollars (\$1,029.60) per month for the period beginning on the first day of July, 1982 and ending on the 30th day of June, 1983;

One Thousand Eighty-seven and 20/100 Dollars (\$1,087.20) per month for the period beginning on the first day of July, 1983 and ending on the 30th day of June, 1984;

One Thousand One Hundred Forty-four and 80/100 Dollars (\$1,144.80) per month for the period beginning on the first day of July, 1984 and ending on the 30th day of June, 1985;

One Thousand Two Hundred Two and 40/100 Dollars (\$1,202.40) per month for the period beginning on the first day of July, 1985 and ending on the 30th day of June, 1986;

One Thousand Two Hundred Sixty and No/100 Dollars (\$1,260.00) per month for the period beginning on the first day of July, 1986 and ending on the 30th day of June, 1987.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Eugene G. Callahan, No. 10125 South Leavitt, Chicago, Illinois, 60643.

RIDER "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Paint one office prior to execution of lease.

Brick up windows in rear and repair windows in front of said premises prior to execution of lease.

Maintain interior and exterior of the building including all plumbing and mechanical components excluding overhead door opener.

Provide heating plant and equipment and maintain in good operable condition.

Comply with all provisions of the Chicago Municipal Building Code in the repair, construction, and maintenance of the demised premises.

Provide and maintain at all times public liability and property damage insurance in the amount of \$1,000,000 combined single limit. Said policy shall include coverage for explosion peril with the City to receive a certificate of insurance for said coverage prior to lease execution. Said insurance shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to the annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

Pay real estate taxes and other levies assessed against improved real property within deadlines established by the respective governmental taxing bodies.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises including electricity for air-conditioning.

Provide and pay for its own custodial service.

Provide and pay for fire insurance.

Provide and pay for watchman service.

Provide and pay for hot and domestic water.

Additional terms and conditions:

In the event of breach of any of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor shall fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code nor caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

Department of Health-Garfield Park Mental Health Center.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Sam Flowers, as Lessor, for approximately 4,343 square feet of office space located at No. 4010 W. Madison Street, for use by the Department of Health, Garfield Park Mental Health Center; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed in page 16537 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provisions

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

(Continued on page 16538)

March 25, 1983

REPORTS OF COMMITTEES

16537

No. 10012

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Sam Flowers

_____, as Lessor,
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 4,343 square feet of offices space on the eighth (8th) floor at 4010 West Madison Street for the Department of Health, Garfield Park Mental Health Center.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1983, and ending on the 31st day of December A. D. 1984. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to lessor

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Anthony Young, 4010 W. Madison, Chicago, IL 60624 or at such other place as the Lessor from time to time in writing may appoint. Lessor-Lessee Notification Provision See Rider "A" Attached Hereto and Made A Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Rental Payment Provision See Rider "B" Attached Hereto and Made A Part Hereof. payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor-Lessee Responsibilities See
Rider "C" Attached Hereto and Made
A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Signature forms omitted for printing purposes

(Continued from page 16536)

Two Thousand Three Hundred Fifty and no/100 (\$2,350.00) Dollars per month for the period beginning on the 1st day of January, 1983 and ending on the 31st day of December, 1983;

Two Thousand Four Hundred Fifty and no/100 (\$2,450.00) Dollars per month for the period beginning on the 1st day of January, 1984 and ending on the 31st day of December, 1984.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning and maintain same for duration of lease.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Provide and pay for janitorial service which includes the maintenance of interior and exterior of the building including all mechanical components.

Provide and pay for custodial service which includes the daily cleaning of leased premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and pay for electricity as metered.

Provide and maintain at all times public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$100,000 per occurrence property damage; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Have the right to terminate lease upon thirty (30) days prior written notice to Lessor at the address cited herein.

Additional Terms and Conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach on one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the municipal building code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations correct and deduct the cost and expense thereon from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

Mayor's Office of Employment and Training.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease renewal from Illinois Realty and Management Company Agents for August Pacente and Peter Pacente for approximately 4,000 square feet of office space on the fifth (5th) floor at Nos. 113-119 West Hubbard Street, for use by the Mayor's Office of Employment and Training; such lease to be approved by the Director of the Mayor's Office of Employment and Training and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 16540 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provisions

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Five Hundred Seventy-five and no/100 (\$575.00) Dollars for a period beginning on the 1st day of January, 1983 and ending on the 31st day of December, 1983;

Six Hundred Twenty-five and no/100 (\$625.00) Dollars for a period beginning on the 1st day of January, 1984 and ending on the 31st day of December, 1984.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Illinois Realty and Management Company, 134 South LaSalle, Chicago, Illinois 60603.

(Continued on page 16541)

Form C. O. No. 1B

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Illinois Realty and Management Company Agents for August Pacente andPeter Pacente

, as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 4,000 square feet of space on the fifth (5th) floor at 113-119 West Hubbard Street for storage of records and files as required by federal regulation for the Mayor's Office of Employment and Training

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of JanuaryA. D. 19 83, and ending on the 31st day of December A. D. 19 84. Lessee has the right to terminate this lease upon thirty (30) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Illinois Realty Management Co., 134 S. LaSalle, Chgo. IL 60603 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof.

Provisions See Rider "B" Attached Hereto and Made a Part Hereof For Rental Payment
Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor shall comply with provisions of the Municipal Building Code

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and LesseeSee Rider "C"Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Signature forms omitted for printing purposes.

(Continued from page 16539)

RIDER "C"

Lessor and Lessee Responsibilities

Lessor under this lease shall:

Provide a padlock for security.

Provide private washroom.

Provide access to freight elevator.

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for janitorial service which includes the maintenance of interior and exterior of the building including all mechanical components.

Pay real estate taxes and other taxes levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for electricity as metered for outlets and lights only.

Additional Terms and Conditions:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the Federal Government. If said funds are not made available by the Federal Government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Additional Terms and Conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereon from rental herein due under this lease or immediately terminate this lease provided by the Lessor written notice by certified or registered mail at the address cited herein.

Office for Senior Citizens and Handicapped.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from Dr. Oswald V. Mowatt and Glenda Mowatt, as joint tenants with Right of Survivorship, as beneficiaries under Michigan Avenue National Bank of Chicago Trust, Trust No. 3016, dated July 19, 1979, for approximately 2,565 square feet on the first (1st) floor consisting of two (2) reception rooms, ten (10) offices, a lunchroom and storage space located at No. 2011 E. 75th Street, to be used as the Southeast Service Field Office for the Mayor's Office for Senior Citizens and Handicapped and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 16543
of this Journal.]

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

Riders "A", "B", and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States certified or registered mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provisions

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

One Thousand Eight Hundred Fifty and no/100 (\$1,850.00) Dollars per month for the period beginning on the 1st day of January, 1983 and ending on the 31st day of December, 1983;

One Thousand Nine Hundred Forty and no/100 (\$1,940.00) Dollars per month for the period beginning on the 1st day of January, 1984 and ending on the 31st day of December, 1984;

Two Thousand Forty and no/100 (\$2,040.00) Dollars per month for the period beginning on the 1st day of January, 1985 and ending on the 31st day of December, 1985.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Health Care Center, Post Office Box No. 11085, Chicago, Illinois, 60611.

RIDER "C"

Lessor and Lessee Responsibilities

Lessor Under This Lease Shall:

(Continued on page 16544)

March 25, 1983

REPORTS OF COMMITTEES

16543

LEASE-Short Form Lease No. 14017

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

Dr. Oswald V. Mowatt and Glenda Mowatt, as joint tenants with Right of Survivorship, as beneficiaries under Michigan Avenue National Bank of Chicago Trust, Trust No. 3016 dated July 19, 1979, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 2,565 square feet on the first (1st) floor consisting of two (2) reception rooms, ten (10) offices, a lunchroom and storage space located at 2011 East 75th Street to be used as the Southeast Service Field Office of the Office for Senior Citizens and Handicapped.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1983, and ending on the 31st day of December A. D. 1985. Lessee has the right to terminate this lease upon Sixty (60) days prior written notice

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Dr. Oswald Mowatt, 2011 E. 75th St., Chicago, IL 60649 or at such other place as the Lessor from time to time in writing may appoint. Lessor/Lessee Notification Provision See Rider "A" Attached Hereto and Made A Part Hereof.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of Rental Payment Provision See Rider "B" Attached Hereto and Made A Part Hereof.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

Lessor and Lessee Responsibilities

See Rider "C" Attached Hereto and

Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Signature forms omitted for printing purposes

(Continued from page 16542)

Provide and pay for heat; maintain plant and equipment in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for central air conditioning and maintain same for duration of lease.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut the demised premises.

Provide and pay for janitorial service which includes the maintenance of interior and exterior of the building including all mechanical components.

Provide and pay for custodial service which includes the daily cleaning of leased premises.

Pay real estate taxes and other tax levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$100,000 per occurrence property damage; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee Under This Lease Shall:

Provide and pay for electricity as metered for outlets and lights only.

Have the right to terminate lease upon sixty (60) days prior written notice to Lessor at the address cited herein.

Additional Terms and Conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the municipal building code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice or such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereon from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from federal funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

Department of Streets and Sanitation.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a renewal of lease from the Heirs of Michael Damico, deceased, for approximately 675 square feet of office space located at No. 235 W. 26th Street to be used as a first ward office for the Department of Streets and Sanitation; such lease to be approved by the Commissioner of Streets and Sanitation, and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on
page 16546 of this Journal.]

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

Riders "A", "B" and "C" attached to this ordinance read as follows:

RIDER "A"

Notification Provision

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

RIDER "B"

Rental Payment Provisions

Lessee shall pay for said premises during the continuance of this lease at the rate of:

Two Hundred Twenty and No/100 (\$220.00) Dollars for a period beginning on the 1st day of January, 1983 and ending on the 31st day of December, 1983;

Two Hundred Forty and No/100 (\$240.00) Dollars for a period beginning on the 1st day of January, 1984 and ending on the 31st of December, 1984.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to August Damico, No. 235 West 26th Street, Chicago, Illinois, 60616.

RIDER "C"

Lessor and Lessee Responsibilities

Lessor Under This Lease Shall:

Provide and pay for heat; maintain heating plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide and pay for the maintenance of the interior and exterior of the building when necessary.

Pay Real Estate taxes and other tax levies assessed against said premises within deadlines established by the Governmental taxing bodies.

(Continued on page 16547)

No. 13001

Form C. O. No. 1B

City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____, between Heirs of Michael Damico c/o August Damico

, as Lessor ,

and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 675 square feet of office space to be used for the first ward office for the Department of Streets and Sanitation located at 235 West 26th Street.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1983, and ending on the 31st day of December A. D. 1984. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to lessor at address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at August Damico, 235 W. 26th St., Chicago, IL 60616 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider "A" Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider "B" Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor shall comply with the provisions of the Municipal Building Code

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee

See Rider "C"

Attached Hereto and Made a Part Hereof

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Signature forms omitted for printing purposes.

(Continued from page 16545)

Provide and maintain at all times public liability insurance in the amount of \$300,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee Under This Lease Shall:

Provide and pay for electricity as metered for outlets and lights only.

Provide and pay for plate glass insurance.

Provide and pay for custodial service which includes the daily cleaning of leased premises.

Additional Terms and Conditions:

In the event of breach of any covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor or any right created thereby.

Additional Terms and Conditions:

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereon from rental herein due under this lease or immediately terminate this lease by providing the lessor written notice by certified or registered mail at the address cited herein.

**Lease Agreement Authorized Between City and Rush-Presbyterian St. Luke's
Medical Center Located at No. 3026 S. California Av.**

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 is authorized to execute on behalf of the City of Chicago, a renewal of lease from the City of Chicago/Department of Public Works for office space on the first (1st) floor at the Municipal Contagious Disease Hospital, Building No. 3 at No. 3026 S. California Avenue for use by Rush-Presbyterian St. Luke's Medical Center; such lease to be approved by the Commissioner of the Department of Public Works and as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 16548 of this Journal.]

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

Rider "A" attached to this ordinance reads as follows:

(Continued on page 16549)

LEASE (ILLINOIS)
Lease No. 20000

This Indenture, Made this _____ day of _____

A. D. 19 _____ Between The City of Chicago/Department of Public Works
_____ party of the first part and Rush Presbyterian-St. Luke's Medical Center
_____ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in The City of Chicago County of Cook and State of Illinois, known and described as follows:

The first (1st) floor of Building #3 of the Municipal Contagious Disease Hospital, used by the Department of Microbiology of Rush Presbyterian-St. Luke's Medical Center, at 3026 South California Avenue.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the 1st day of January A. D. 19 83 until the 31st day of December A. D. 19 83. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST.—To pay to Lessor at Office of the City Comptroller as rent for said leased premises for said term the sum of thirty four thousand five hundred & no/100 (\$ 34,500.00) payable in advance in equal monthly installments upon the first day of each and every month during of Two Thousand Eight Hundred Seventy ~~RECORDED~~ Five and no/100 (\$2,875.00) Dollars upon the first day of each and every month during the term hereof.

SECOND.—That he has examined and know the condition of said premises; and has received the same in good order and repair, and that it will keep said premises in good repair during the term of this lease, at its own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

For additional responsibilities of

Lessor and Lessee See Rider "A"

Attached to and Made A Part Hereof.

The party of the second part hereby irrevocably constitutes _____ of _____ attorney of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

(Continued from page 16547)

RIDER "A"

- Fifth: In every instance where it shall be necessary or desirable for the Lessee or Lessor to serve any notice or demand upon Lessee or Lessor, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to Lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois 60606, or at such other place as the Lessor from time to time in writing may appoint, or if to Lessee as follows: Office of Legal Affairs, Rush-Presbyterian St. Luke's Medical Center, No. 1753 W. Congress Parkway, Chicago, Illinois 60612, or at such other place as the Lessee from time to time in writing may appoint.
- Said notice or demand shall be deemed to have been served at the time copies are received at said location.
- Sixth: Lessee shall pay any and all leasehold or use taxes on said premises, if levied.
- Seventh: Either party may cancel said lease at any time by giving the other party thirty (30) days prior written notice at the locations cited herein.
- Eighth: During the term of said lease the Lessee shall at its own expense keep in force landlord/tenant insurance for said premises in the amount of \$1,000,000.00 combined single limit; with the City of Chicago named as an additional insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessor to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessee shall mail to the Lessor at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.
- Ninth: Lessee agrees to indemnify and hold City harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from City by reason or on account of damage to the property of City or injury to or death of any person, arising from Lessee's use of any occupation of and operations at said premises including acts of its agents, contractors and subcontractors. Any final judgments, rendered against City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- Tenth: The Lessor may enter the premises and may exercise any or all of the foregoing rights hereby reserved upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with Lessee's conduct of its regular business. In the event of any emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.
- Eleventh: Lessee shall not make any substantial improvements to said premises without prior written consent of the City's Departments of Finance and Public Works.
- Twelfth: Lessee agrees that in utilizing said premises that it shall not discriminate against any member of the public because of race, creed, color or national origin.
- Thirteenth: Lessee shall not use said premises for any commercial profit making, fund raising or political activities.

- Fourteenth: Lessee shall comply at all time with the provisions of the municipal code in the use of said premises.
- Fifteenth: Lessee agrees to maintain at its own expense the operation of the air-conditioners and other laboratory equipment.
- Sixteenth: Lessor will provide and pay for heat.
- Seventeenth: Lessor will provide and pay for electricity including electricity for air conditioning.
- Eighteenth: Lessee will provide and pay for its own custodial services and janitorial services.
- Nineteenth: In the event of breach of any covenants, terms and conditions contained herein by the Lessee, Lessor shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the Lessee at the address cited herein. Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

**Lease Agreement Authorized Between City and Chicago Park District
for Vacated Coast Guard Station Located Near Randolph St.
at Lake Michigan.**

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 is authorized to execute on behalf of the City of Chicago, as lessor, and the Chicago Park District, as lessee, a lease for the United States Coast Guard Station, as is, with its sheds, docks, buildings and all its improvements thereon, located on the bed of Lake Michigan at the north end of the inner Chicago Harbor breakwater at the foot of Randolph Street occupying an area approximately 270 feet by 300 feet, in Cook County, Illinois; such a lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 16552 of this Journal.]

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

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

**Allocation of MFT Funds Authorized for Construction Work of
Milwaukee Av. Viaduct Between Fulton and Kinzie Sts.**

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 City Comptroller and the City Treasurer with the approval of the Department of Transportation of the State of Illinois are authorized and directed to allocate the sum of \$400,000 from the City's share of the Motor Fuel Tax Funds for the engineering and for the construction work required for the removal of the Milwaukee Avenue Viaduct and filled approach from Fulton Street to Kinzie Street, said work to be done by day labor or contract.

SECTION 2. The Commissioner of Public Works is authorized to expend from said fund any sum necessary for said purposes and for all necessary engineering and incidental costs, including the employment of testing engineers, consulting engineers and other persons and for the payment of other expenses in connection with the project authorized hereby. At the request of the Commissioner of Public Works, upon requisition originated by the Bureau of Engineering, accompanied by the plans and specifications therefore, the City Purchasing Agent is authorized to advertise and receive bids for any work involved, or for material, supplies and equipment therefore, and at the request of the Commissioner of Public Works to enter into all necessary contracts, when approved by the Department of Transportation of the State of Illinois.

If it should become necessary for the prosecution of the foregoing work to remove, relocate, replace and adjust any part of the street-lighting system signal and fire-alarm and traffic-control systems of the City, the appropriate City Department shall perform such work after receipt of proper requisitions from the Bureau of Engineering which shall charge the cost thereof to that portion of Motor Fuel Tax Funds allocated for the project described in this ordinance. In connection with the performance of the work herein authorized, together with the supervising, inspecting and engineering thereof, authority is hereby granted for the storage inside street limits within 500 feet of the structure being repaired or maintained, of materials, machinery, equipment, vehicles and other facilities used in connection therewith.

If it should become necessary to remove, relocate, replace and adjust any part of the equipment of any other governmental agency, such governmental agency may be requested by the Bureau of Engineering to perform such work, the cost thereof to be charged to that portion of the Motor Fuel Tax Fund allocated for the project described in this ordinance.

SECTION 3. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said fund when properly approved by the Commissioner of Public Works.

(Continued on page 16553)

LEASE#20031 (ILLINOIS)

This Indenture, Made this 7th day of December
 A. D. 19 82 Between The City of Chicago, a Municipal Corporation
party of the first part and The Chicago Park District
party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in The City of Chicago County of Cook and State of Illinois, known and described as follows:
The United States Coast Guard Station as is with its sheds, docks, buildings and all its improvements thereon, located on the bed of Lake Michigan at the North end of the inner Chicago Harbor breakwater at the foot of Randolph Street occupying an area of approximately 270 feet by 300 feet in Cook County, Illinois

TO HAVE AND TO HOLD the same, unto the party of the second part, from the 1st day of January A. D. 19 83 until the 31st day of December A. D. 19 85. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

FIRST—To pay to Lessor at Office of the City Comptroller as rent for said leased premises for said term the sum of One and no/100 Dollars (\$ 1.00) acknowledged
~~(\$ 1.00) acknowledged and received by the City of Chicago, the first day of January, 1983, for the term of the lease hereinafter described.~~

SECOND—That he ha examined and know the condition of said premises; and ha received the same in good order and repair, and that he will keep said premises in good repair during the term of this lease, at own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD—That he will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

FOURTH—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

Lessee agrees to vacate upon (90) days prior written notice from Lessor. Lessee hereby indemnifies Lessor from and against any and all claims asserted by third parties and any and all damages or expenses arising from or related to the leased premises or Lessee's use of the leased premises or arising from acts or occurrences on the leased premises. Lessee agrees to restore the leased premises at the termination or cancellation of this lease to the same or better condition as

existed at the commencement of this lease ordinary wear and tear excepted.

~~The party of the second part hereby irrevocably constitutes _____ of any Court of Record, attorney for _____ in _____ name, on default by _____ of any of the covenants herein, to enter _____ appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against _____ in favor of said party of the first part, or _____ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.~~

~~In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.~~

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

WITNESS the hands and seals of the parties hereto the day and year first above written.

Signature forms omitted for printing purposes.

(Continued from page 16551)

SECTION 4. Motor Fuel Tax funds allocated for this project shall not be transferred to any other Motor Fuel Tax funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

SECTION 5. That the City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways, Department of Transportation of the State of Illinois, Springfield, Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 6. 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

**Allocation of MFT Funds Authorized for Repair of Sidewalks
(50/50 Program) during 1983.**

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. Authority is hereby given for the maintenance and repair of existing sidewalks with the exception of those that are vaulted. Where necessary, the project shall include the adjustment of drainage structures and other municipally owned utilities. The project shall be known as "Sidewalk Repair 1983".

SECTION 2. The City of Chicago will share equally with the owners of the property abutting defective sidewalks in the costs of the maintenance and repairs. In addition the City of Chicago will pay 75% of the cost of sidewalk repair for those Senior Citizens who own and occupy single family residences or apartment buildings of four (4) units or less. A Senior Citizen being defined as one who is at least 65 years of age. There is allocated from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago, the sum of \$2,000,000.00 which shall be the City's cost of the maintenance and repairs.

SECTION 3. The Commissioner of Streets and Sanitation is hereby authorized to formulate and publish all necessary rules and regulations for, to receive applications for, to make investigations and surveys for, to prepare specifications and estimates for and to supervise the maintenance and repair of the sidewalks, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 4. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the project when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 5. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, traffic signs, parking meters, the appropriate City Department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the project in Section 2 of this ordinance.

SECTION 6. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax 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, this project shall be terminated by ordinance and any remaining Motor Fuel Tax funds allocated shall be returned to the Motor Fuel Tax Fund.

SECTION 7. 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 8. The City Clerk is hereby directed to transmit two (2) certified copies of this ordinance to the Division of Highways of the Department of Transportation of the State of Illinois, Springfield, Illinois, through the District Engineer of District 1 of the said Division of Highways.

SECTION 9. This ordinance shall be in force and effect from and after its passage and approval.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

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

The Committee on Finance to which had been referred (September 15, 1982 and March 9, 1983) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

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

FREE PERMITS.

Alpha Kappa Alpha Sorority.

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 Alpha Kappa Alpha Sorority (a not-for-profit organization) No. 5211 S. Greenwood Avenue, for new construction (National Hdqrs.) at No. 5658 S. Stony Island Avenue, by Bush Construction Co., Inc., No. 359 E. 79th Street, Chicago) on the premises known as No. 5658 S. Stony Island Avenue.

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

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

The Apostolic Church of God.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Apostolic Church of God, No. 6303 S. Kenwood Avenue, for construction of a new addition on the premises known as No. 6303 S. Kenwood Avenue.

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

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

The Danish Home.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Danish Home, No. 5655 N. Newcastle Avenue for remodeling toilet facilities on the premises known as No. 5655 N. Newcastle Avenue.

Said building shall be used exclusively for residential 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.

—
El Valor Center for the Handicapped.

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 El Valor Center for the Handicapped, (El Valor Corporation), for the installation of an additional elevator on the premises known as No. 1850 W. 21st Street.

Said building shall be used exclusively for the 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.

—
St. Joseph Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Joseph Hospital, for remodeling nurses' stations on the 7th thru the 10th floors (general contractor - W. E. O'Neil Construction Co., No. 2751 N. Clybourn Avenue, Chicago) on the premises known as No. 2900 N. Lake Shore Drive.

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.

—
St. Mary of Providence School.

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 St. Mary of Providence School, No. 4200 N. Austin Avenue, for installation of electrical facilities on the premises known as No. 4200 N. Austin Avenue.

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

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

Resurrection Health Care 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 Resurrection Health Care Corporation, No. 7435 W. Talcott Avenue, for the construction of an additional building at the Resurrection Retirement Community, to contain rental apartments, chapel, etc. on the premises known as No. 7266 W. Peterson Avenue.

Said building shall be used exclusively for Senior Citizens 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.

Southeast Multi-Purpose Center for the Elderly and Handicapped.

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 Southeast Multi-Purpose Center for the Elderly and Handicapped, No. 1679 E. 79th Street, (Mayor's Office for Senior Citizens and Handicapped) for construction of new buildings on the premises known as No. 1679 E. 79th Street.

Said building shall be used exclusively for the elderly 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.

Jewish Home for the Blind.

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 Home for the Blind, No. 3525 W. Foster Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1984.

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

Northwest Home for the Aged.

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 Northwest Home for the Aged, No. 6300 N. California Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1983.

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

Hospitals.

Central Community Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Central Community Hospital
No. 5701 S. Wood Street.

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

Frank Cuneo Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Frank Cuneo Memorial Hospital
No. 750 W. Montrose Avenue.

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

*Provident Hospital and Training School
Association.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Provident Hospital and Training School Association
(Provident Medical Center)
No. 500 E. 51st Street.

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

Roseland Community Hospital Association.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Roseland Community Hospital Association
No. 45 W. 111th Street.

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

Rush-Presbyterian-St. Luke Medical Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Rush-Presbyterian-St. Luke Medical Center
No. 6130 N. Sheridan Road.

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

St. Anthony Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

Saint Anthony Hospital
No. 2875 W. 19th Street.

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

St. Mary of Nazareth Hospital Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1983:

St Mary of Nazareth Hospital Center
No. 2233 W. Division Street.

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

Schwab Rehabilitation Center.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year of 1983:

Schwab Rehabilitation Center
No. 1401 S. California Avenue.

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

Walther Memorial Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year of 1983:

Walther Memorial Hospital
No. 1116 N. Kedzie Avenue.

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

Dispensaries

Erie Family Health Center, Inc.

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

Erie Family Health Center, Inc.
No. 1347 W. Erie Street,

is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1983.

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

Pacific Garden Mission.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the

Pacific Garden Mission
No. 646 S. State Street,

is hereby exempted from payment of the annual license fee provided therefor in Section 118-4, for the year 1983.

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

—
Food-Dispensers.

The Salvation Army.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, The Salvation Army, No. 506 N. Desplaines Street, is hereby exempted from payment of the annual Food Dispenser License fee, for the year 1983.

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

—
The Three Arts Club of Chicago.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, The Three Arts Club of Chicago, No. 1300 N. Dearborn Parkway, is hereby exempted from payment of the annual Food Dispenser (retail) license fee for the year 1983.

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

—
WAIVER OF FEE.

The Salvation Army.

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

SECTION 1. That the annual fee for license as a Fuel Oil Storer, as provided in Section 172-20.3 of the Municipal Code of Chicago, is hereby waived and The Salvation Army, No. 506 N. Desplaines Street, is hereby exempted from the payment of such license fee for the year 1983.

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

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

The Committee on Finance to which had been referred on March 9, 1983 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Bernard Horwich Center of Chicago No. 3003 W. Touhy Avenue	D1-229450 (Sign)	\$ 7.50
Catholic Charities No. 719 N. LaSalle Street	A1-212022 (Elev.)	69.00
Clearing Methodist Church No. 5717 W. 63rd Place	P1-100330 (Fuel Burn. Equip.)	20.00
Cortland Manor Residential Retirement Home, No. 1900 N. Karlov Avenue	A1-300522 (Elev.)	23.00
Peter and Pauline Cuchett No. 3121 S. Shields Avenue	B1-221152 (Bldg.)	23.00
Edgebrook Lutheran Church No. 5252 W. Devon Avenue	F4-131757 (Mech. Vent.)	10.00
Japanese American Service Committee No. 4427 N. Clark Street	A1-300653 (Elev.)	23.00
Lawn Manor Hebrew Congregation No. 6601 S. Kedzie Avenue	F4-118466 (Mech. Vent.)	25.00
Lutheran Day Nursery Nos. 1802-1808 N. Fairfield Avenue	P1-210558 (Fuel Burn. Equip.)	20.00
Mary Bartelme Homes (Sundry Locations)	B4-200238 B4-200241 B4-200243 B4-200245 B4-200250 (Bldg.)	23.00 23.00 23.00 23.00 23.00
Northwestern University (Department of Buildings and Grounds) No. 710 N. Lake Shore Drive	A1-206595 A1-207329 A1-207373 A1-207384 A1-207408 (Elev.) B1-209373 B1-219274 (Bldg.) B4-200526 B4-200527 B4-200528 B4-200529 B4-200530 B4-200535 B4-200536 B4-200537 B4-200536 (Fire Prev.)	125.00 46.00 121.00 100.00 92.00 46.00 207.00 126.50 253.00 57.00 115.00 34.50 46.00 46.00 92.00 46.00

	P1-208471 (Fuel Burn. Equip.)	\$ 225.00
Norwegian Home for the Aged No. 6016 N. Nina Avenue	F4-130997 (Mech. Vent.)	20.00
Onward Neighborhood House Annex No. 2158 W. Ohio Street	P1-803171 (Fuel Burn. Equip.)	35.00
Resurrection Health Care Corporation No. 7435 W. Talcott Avenue	C2-140065 (Refrig.)	12.00
	D1-128863 (Sign)	7.00
St. Anthony Hospital No. 2875 W. 19th St.	B4-200647	57.50
	B4-200648 (Fire Prev.)	34.50
Sauganash Community Church No. 4541 W. Peterson Avenue	P1-702464 (Fuel Burn. Equip.)	15.00
University of Chicago (sundry locations)	B4-200574	34.50
	B4-200575	57.50
	B4-200576	69.00
	B4-200622	23.00
	B4-200623	115.00
	B4-200627	69.00
	B4-200628	69.00
	B4-200629	115.00
	B4-200631 (Fire Prev.)	23.00
Louis A. Weiss Memorial Hospital No. 4646 N. Marine Drive	A1-300558 (Elev.)	75.00
Y.W.C.A. of Metropolitan Chicago No. 37 S. Wabash Avenue	F4-321024 (Mech. Vent.)	57.50

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuller, Volini, Orr, Stone--45.

Nays--None.

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

**Acceptance of Agreed Settlement for Property Authorized
for the Division St. Bridge Reconstruction Project.**

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

Ordered, that the recommendations of the Commissioner of Public Works contained in this communication of February 14, 1983, recommending the approval of the stipulated settlement in connection with the acquisition of property for the construction of the Division Street Bridge over the North Branch of the Chicago River as hereinafter listed, are hereby approved; and the City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the amount set forth together with the accrued interest and court costs, if any, when approved by the Commissioner of Public Works from Fund 311-0259-352.

<i>Parcel</i>	<i>Address</i>	<i>Amount</i>
2	Southwest corner of Division Street and Elston Avenue	\$ 19,500.00

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schalter, Volini, Orr, Stone--45.

Nays--None.

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

Authority Granted for Laying Water Mains at Sundry Locations.

The Committee on Finance submitted eleven proposed orders (under separate committee reports) recommending that the City Council pass said proposed orders transmitted therewith to grant authority to lay water mains at sundry locations.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schalter, Volini, Orr, Stone--45.

Nays--None.

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

The following are said orders as passed:

Ordered, That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

S. Calumet Avenue from E. 51st to E. 53rd Streets -- Installation of 1,309 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$158,754.14, chargeable to Account No. 200-8285(7930).557 -- Betterment.

The above work to be done under Order No. 37367.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

E. 57th Street from S. Wabash Avenue to S. Dr. Martin Luther King, Jr. Drive -- Installation of 2,244 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$276,794.35, chargeable to Account No. 200-8285(793).557 -- Betterment.

The above work to be done under Order No. 37372.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

N. Kildare Avenue from W. Berteau to W. Montrose Avenues -- Installation of 1,369 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$161,155.84, chargeable to Account No. 200-8285(7930).557 -- Betterment.

The above work to be done under Order No. 37363.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

S. Indiana Avenue from E. 51st to E. 53rd Streets - Installation of 1,331 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$155,000.67, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37366.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

S. Indiana Avenue from E. 35th Street to E. Pershing Road - Installation of 2,409 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$308,386.66, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37362.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

N. Menard Avenue from W. Division Street to W. Augusta Boulevard - Installation of 1,321 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$159,752.16, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37360.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

Vicinity of N. Michigan Avenue at E. Pearson Street - Installation of 130 feet of 48-inch ductile iron water pipe

at the total estimated cost of \$318,665.31, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37010.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

S. Perry Avenue from W. 59th to W. 57th Streets - Installation of 1,410 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$182,224.97, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37371.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

S. Throop Street from W. 57th to W. 59th Streets - Installation of 1,346 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$176,933.32, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37368.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

N. Tripp Street from W. Berteau to W. Montrose Avenues - Installation of 1,365 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$168,352.10, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37364.

Ordered. That the Commissioner of Water is hereby authorized and directed to install water mains in the following streets:

N. Waller Street from W. Chicago Avenue to W. Division Street - Installation of 2,522 feet of 8-inch ductile iron water pipe

at the total estimated cost of \$304,323.98, chargeable to Account No. 200-8285(7930).557 - Betterment.

The above work to be done under Order No. 37365.

**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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuller, Volini, Orr, Stone--45.

Nays--None.

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

The following is said order as passed:

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

[Regular Order printed on page 16568 of this Journal.]

and

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

(Continued on page 16569)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/25/83

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ARMATA	RONALD J	POLICE OFFICER	PUBLIC TRANSPORTATION-MASS TRA	3/20/82 6790.04
BRABAND	THOMAS A	POLICE OFFICER	SPECIAL OPERATIONS GROUP-NORTH	8/26/82 10.00
BRANTLEY	WILLIAM E	POLICE OFFICER	RECRUIT TRAINING	9/01/82 12342.91
CASSIDY	ARLYN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/10/82 365.03
DILLON	JAMES	POLICE OFFICER	VICE CONTROL SECTION	11/20/82 12.00
FERRER	RAMON	POLICE OFFICER	FOURTEENTH DISTRICT	11/16/82 30.00
GIOVENCO	THOMAS J	POLICE OFFICER	NINETEENTH DISTRICT	9/05/82 12.00
HAYDOCK	DANIEL	POLICE OFFICER	EIGHTH DISTRICT	10/06/82 208.00
HAYMAKER	HARRY H	POLICE OFFICER	SIXTEENTH DISTRICT	10/02/82 12.00
KAPUS	DAVID J	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/13/82 14.00
LOBIANCO	JOSEPH R	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	10/26/82 35.00
MADDEN	MARK J	POLICE OFFICER	ELEVENTH DISTRICT	10/03/82 147.35
MARSALA	JOSS D	POLICE OFFICER	FOURTEENTH DISTRICT	11/13/82 12.00
MAURER	DEBRA	POLICE OFFICER	EIGHTEENTH DISTRICT	11/10/82 72.00
MCCADD	THOMAS M	POLICE OFFICER	SECOND DISTRICT	2/26/82 137.00
RIECK	JUDITH G	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/13/82 221.00
SMITH	DALE M	POLICE OFFICER	INTELLIGENCE SECTION	10/27/82 376.95
SOJIE	STANISLAW J	POLICE OFFICER	FOURTH DISTRICT	10/23/82 55.00
STEVENS	FLETCHER	POLICE OFFICER	SECOND DISTRICT	10/06/82 85.70
STORCK	WILLIAM A	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	5/27/82 88.00
TERRAZAS	RALPH	POLICE OFFICER	TWELFTH DISTRICT	12/27/82 204.00
TOMALA	LARRY R	POLICE OFFICER	TENTH DISTRICT	9/11/82 134.00
WILLIAMS	HAROLD K	POLICE OFFICER	ENFORCEMENT SECTION	11/21/82 15.00
WOZNIAK	JOHN M	POLICE OFFICER	PUBLIC HOUSING DIVISION-SCOUT	12/14/82 129.00
AHEARN	MICHAEL J	BATTALION CHIEF	BATTALION 7	2/24/82 222.70
DENIS	HAROLD	FIREFIGHTER	AIR AND SEA RESCUE	12/02/82 17.00
KECSEG	JOSEPH	LIEUTENANT	ENGINE COMPANY 125	1/01/82 24.00
KOWAL	RICHARD	ENGINEER	ENGINE COMPANY 10	10/15/82 40.50
RODRIGUEZ	ANTHONY	FIREFIGHTER	TRUCK 32	1/10/83 129.50
RUANE	THOMAS	FIREFIGHTER	TRUCK 18	12/24/82 216.00
SLAGER	JAMES A	FIREFIGHTER	ENGINE COMPANY 54	12/27/82 101.00
SUTKUS	THOMAS	FIREFIGHTER	TRUCK 27	9/22/82 530.00
TRAGOS	NICHOLAS	FIREFIGHTER	TRUCK 37	5/28/82 6.00
VANDORPE	PETER	FIREFIGHTER	TRUCK 22	10/06/82 54.00
VASQUEZ	ANTHONY	FIREFIGHTER	ENGINE COMPANY 25	7/20/82 1016.65
WALSH	GREGG	FIREFIGHTER	ENGINE COMPANY 59	12/06/80 192.00
WINDUSH JR	JAMES V	LIEUTENANT	ENGINE COMPANY 16	6/23/82 163.25
ZALEKA	HOWARD M	FIREFIGHTER	TRUCK 33	1/01/83 68.00
ZAPIN	MARTIN	FIREFIGHTER	TRUCK 18	12/30/82 227.00
ZAPILER	BERNARD W	ENGINEER	ENGINE COMPANY 70	1/12/83 71.90
ZIELAZNY	RAYMOND F	LIEUTENANT	TRUCK 60	9/15/82 40.00
ZINCHUK	ROGER	FIREFIGHTER	ENGINE COMPANY 83	10/06/82 71.00

(Continued on from page 16567)

[Third Party Order printed on page 16570 of this Journal.]

**Authority Granted for Payments of Miscellaneous Refunds,
Compensation for Property Damage, Etc.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuster, Volini, Orr, Stone--44.

Nays--None.

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

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Various License Refunds.

Department of Finance: Account No. 100.9112.934:

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Francisco Blanco 820 N. Damen Chicago, Illinois 60622	331 Filling Station	\$ 726.00
Damen Food Liquor 1956 W. School Chicago, Illinois 60657	30133 Food and Milk	75.00
Thomas Kazmierczek 3960 W. Irving Park Road Chicago, Illinois 60601	155 Filling Station	50.00
Phillip Paradis 2542 N. Cicero Avenue Chicago, Illinois 60639	10733 Food	25.00
Public Vending Corporation 4435 W. Belmont Avenue Chicago, Illinois 60641	3009 Food	60.00

(Continued on page 16571)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 3/25/83

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
BRANNIGAN	KATHLEEN	POLICE OFFICER	EIGHTH DISTRICT	12/02/82 39.00
CASEY	ROBERT B	LIEUTENANT	FIRST DISTRICT	12/15/82 342.60
DAY	SANDRA K	POLICE OFFICER	RECRUIT TRAINING	12/15/82 202.00
GERALI	GENE R	POLICE OFFICER	THIRTEENTH DISTRICT	12/09/82 63.00
HANLEY	RICHARD	POLICE OFFICER	EIGHTH DISTRICT	12/31/82 234.00
HARRIS	OTIS	POLICE OFFICER	SECOND DISTRICT	9/10/82 199.00
HAYMAN	PHILLIP C	POLICE OFFICER	EIGHTH DISTRICT	12/31/82 234.00
MCCARTHY	H A	POLICE OFFICER	SIXTH DISTRICT	12/06/82 68.00
MCDONALD	JAMES A	POLICE OFFICER	SIXTEENTH DISTRICT	12/16/82 85.00
MCNORR	MICHAEL J	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	12/23/82 84.00
PEYTON	RALPH J	POLICE OFFICER	SIXTH DISTRICT	12/15/82 144.00
WASHINGTON	EARL B	POLICE OFFICER	SECOND DISTRICT	9/07/82 7889.05
KING	WILLIAM	LIEUTENANT	ENGINE COMPANY 102	9/04/82 60.00
THILL	JOHN P	LIEUTENANT	ENGINE COMPANY 106	12/21/82 162.00

March 25, 1983

REPORTS OF COMMITTEES

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(Continued from page 16569)

Patria Restaurants Inc., 3030 N. Central Chicago, Illinois 60634	779 Food	\$ 200.00
Albert Haynes III 903 S. Ashland Avenue Chicago, Illinois 60607	755 Residential Parking	10.00
Executive House 71 E. Wacker Chicago, Illinois 60601	3084 Food	300.00
Pablo Cordero 1304-06 N. Western Avenue Chicago, Illinois 60622	2773 Food	150.00

Damage to Vehicle and/or Property.

Department of Streets & Sanitation, Bureau of Forestry:
Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Colonial Penn Insurance Company and Preston Helm Jr. Casualty Claims Dept. 6014 5 Penn Center Plaza Philadelphia, Pa. 19181	11-16-82 10742 S. Rhodes Avenue	\$ 593.00
Shirley M. Hatch 3638 N. Kedzie Avenue Chicago, Illinois 60618	9-17-82 3638 N. Kedzie Avenue	267.00
Berz Ambulance Service Inc. 1637 N. Cicero Avenue Chicago, Illinois 60639	9-27-82 1633-35 N. Cicero	170.00

Permit Refunds.

Department of Inspectional Services: Account No. 100.9112.934

<i>Name and Address</i>	<i>Permit No.</i>	<i>Amount</i>
Robert R. McLane 6240 S. Rutherford Avenue Chicago, Illinois 60638	B-590224 B-595119	\$ 87.00

Damage to Property and/or Vehicles.

Department of Police: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Scott Lott 7631 S. Wolcott Chicago, Illinois 60620	12-24-80	\$ 249.00
Joseph Williams 755 E. 80th Street Chicago, Illinois 60619	2-24-82 95th and Cottage Grove	200.00

George F. Mahowald 450 Ridge Elmhurst, Illinois 60126	3-13-82 Van Buren and Western Avenue	\$ 626.00
Delta Casualty Company and Benny Hernandez 4711 N. Clark Street Chicago, Illinois 60640	11-20-81 35th and Ashland (D-17245)	400.00
Richard Vidales 11136 S. Fairfield Avenue Chicago, Illinois 60655	4-14-82 10823 S. Halsted Street	200.00
Richard J. Stevens 2236 Sherman Avenue K-1 Evanston, Illinois 60201	10-7-82 2236 Sherman Avenue	34.00
Forrest L. Devore 2205 Clearwater Bloomington, Illinois 61701	6-21-82 440 W. 35th Street	256.00
Eileen Letts 5134 S. Harper Chicago, Illinois 60615	11-5-82 15 W. Washington	50.00

Damage to Property.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Josef Kleidorfer 6923 N. Overhill Avenue Chicago, Illinois 60631	3-11-82 6923 N. Overhill Avenue	\$ 350.00
James and Ada Sparks 8153 S. Throop Street Chicago, Illinois 60620	6-14-82 8153 S. Throop Street	100.00
Lealer Reynolds 5949 S. Eggleston Chicago, Illinois 60621	7-27-82 5949 S. Eggleston Avenue	100.00
Mattie G. Green 6038 S. Lafayette Avenue Chicago, Illinois 60621	10-29-81 6038 S. Lafayette	200.00

Damage to Vehicles.

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Noel A. Daniel 1500 Seven Pines Road Schaumburg, Illinois 60193	11-24-81 11 W. Wacker Drive	\$ 300.00
Francine F. Zeidman 2257 N. Long Chicago, Illinois 60639	5-10-82 3525 N. Long	266.00
Carmen Lydia Munoz 1954 N. Pulaski Road Chicago, Illinois 60639	6-17-82 1951 N. Pulaski	245.00

March 25, 1983

REPORTS OF COMMITTEES

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John Rabiansky 2540 W. 46th Place Chicago, Illinois 60632	6-2-82 14th and Halsted Streets	\$ 200.00
Sharon Boll 3248 N. Kildare Chicago, Illinois 60641	8-21-80 3-16-81 3248 N. Kildare	140.00
Anthony Inzerra 3406 N. Osage Avenue Chicago, Illinois 60634	7-22-82 3657 N. Cumberland Avenue	200.00
Earle S. Russell, Jr. 10129 S. Calumet Avenue Chicago, Illinois 60628	8-4-82 10310 S. Vernon Avenue	474.00
George D. Kusman 5032 S. Archer Avenue Chicago, Illinois 60632	9-30-82 120 N. LaSalle Street	324.00
Estella Garcia 5223 S. Hamilton Avenue Chicago, Illinois 60609	8-11-82 55th and Mozart	150.00
George D. Mitchell 127 N. Mayfield Avenue Chicago, Illinois 60644	5-6-82 Menard and Fulton	500.00
James V. Klobucar 9041 Forest Drive Hickory Hills, Illinois 60457	7-22-82 Garage No. 8	24.06
Chubb Group Ins. Co. and Richo Plastic Company 222 S. Riverside Plaza Chicago, Illinois 60606	7-13-82 Wilson at Cicero	415.66
Marcia Schwarz 10345 S. California Avenue Chicago, Illinois 60655	1-25-82 10035 S. Western Avenue	85.00
Chae Mak Yun 850 Margate Terrace Chicago, Illinois 60640	9-29-82 Pulaski and Montrose	401.00
Illinois Bell Telephone Co. Security Division HQ 2H 212 W. Washington Street Chicago, Illinois 60606	7-6-82 4751 S. Loomis Street	544.00
John V. Courtney 5000 S. Cornell Avenue, No. 22 Chicago, Illinois 60615	9-7-82 924 E. 57th Street	426.00
Cathleen E. O'Donoghue 6007 N. Sheridan Road Chicago, Illinois 60660	9-25-82 Garage No. 5	236.00
Emrett W. Groomes 5201 S. Cornell Avenue Chicago, Illinois 60615	10-7-79 City Garage, LaSalle St.	240.00

Jack N. Stoops 805 Greenleaf Wilmette, Illinois 60091	10-24-82 Garage No. 5	\$ 400.00
Virginia Kriho 3659 W. 80th Street Chicago, Illinois 60652	9-15-82 Harrison between Damen and Ashland	114.00
Daniel Stelmach 5511 S. 73rd Avenue Summitt, Illinois 60501	10-21-82 Archer and Canal	151.00
William H. Smith, Sr. 8913 S. Carpenter Chicago, Illinois 60620	10-31-82 87th and LaSalle Street	235.00
Montgomery Ward Insurance Company and Juan Garza 20060 Governors Drive Olympia Fields, Illinois 60461	7-20-82 Wabash and Adams	185.38
Richard J. Gromola 14122 Wabash Avenue Riverdale, Illinois 60627	10-1-82 State and Wacker	138.00
Thomas B. Gething 518 N. Catherine Avenue LaGrange Park, Illinois 60525	4-23-82 North Avenue and Lake Shore Drive	55.00
Otis Brantley 9601 S. Oglesby Avenue Chicago, Illinois 60617	7-18-82 60th and S. Vernon Avenue	48.00
Anthony P. Bloenk 1109 N. Hinman Evanston, Illinois 60202	8-24-82 Lot No. 5	605.00
Susan L. Giancola 3617 N. Magnolia Avenue Chicago, Illinois 60613	11-11-82 875 N. Rush Street	128.00
Philip Wells 12208 S. Wentworth Avenue Chicago, Illinois 60628	11-13-82 Garage No. 5	50.00
Lavina A. Schwendick 3504 N. Neenah Street Chicago, Illinois 60634	1-5-83 Bryn Mawr at Avondale	100.00
John M. Rafferty 6001 Crain Morton Grove, Illinois 60053	8-16-82 Garage No. 5	139.00
Jacqueline P. Cox 4800 S. Lake Park Ave., No. 1512 Chicago, Illinois 60615	9-22-82 55th and Cottage Grove	36.00

Damage to Vehicles.

Department of Sewers: Account No. 314.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Allstate Insurance Company and Umberto DeLeon P.O. Box 127 Skokie, Illinois 60077	7-26-82 Pearson and Michigan Ave.	\$ 716.54
Dorothy Van Winkle 7615 Hamilton Avenue Burr Ridge, Illinois 60521	7-25-82 Michigan and Pearson	240.00
Janey Fleming c/o Michael E. Connelly, Atty. 111 W. Washington Street Chicago, Illinois 60602	11-21-82 Newgard South of Albion	96.00

Damage to Property and/or Vehicle.

Department of Water: Account No. 200.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Illinois Bell Telephone Company, Mr. W. U. Wylie Dist. Mgr. Hq. 18E 222 W. Randolph Street Chicago, Illinois 60606	6-7-82 63rd and Stewart Avenue	\$ 723.00
Allstate Insurance Company and Morris Kaplan P.O. Box 127 Skokie, Illinois 60077	5-15-81 Jardine Filter Plant	245.61

Be It Further Ordered, That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks and to charge same to Account No. 200.8220.935.

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Nimak Incorporated 203 W. Lake Street Chicago, Illinois 60606	203 W. Lake Street	\$ 300.00

*Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF DAMAGE
TO VEHICLES, ETC.*

The Committee on Finance submitted the following report:

CHICAGO, March 23, 1983.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred January 14, 1982 and subsequently sundry claims as follows:

Compensation for Various Refunds:

(Jan. 14, 1982)

Bartolo Diaz

(April 21, 1982)
 (May 5, 1982)
 (Dec. 8, 1982)
 (Jan. 18, 1983)

Safeway Food & Liquor
 Fred Clay Brooks
 Safeway Food
 Public Vending Corporation

Compensation for Personal Injuries:

(Sept. 15, 1982)
 (Sept. 15, 1982)
 (Sept. 15, 1982)
 (Jan. 18, 1983)

Bruce A. Goldie
 Thomas S. Stronach
 Hanover Insurance Co. and Juan C. Munoz
 Kerry Nelson

Compensation for Property Damage:

(May 30, 1982)
 (May 5, 1982)
 (June 30, 1982)
 (July 15, 1982)
 (July 15, 1982)
 (Sept. 15, 1982)
 (Sept. 15, 1982)
 (Sept. 15, 1982)
 (Sept. 15, 1982)
 (Oct. 6, 1982)
 (Oct. 6, 1982)
 (Oct. 15, 1982)
 (Oct. 15, 1982)
 (Oct. 15, 1982)
 (Nov. 12, 1982)
 (Nov. 12, 1982)
 (Nov. 18, 1982)
 (Nov. 18, 1982)
 (Nov. 23, 1982)
 (Dec. 1, 1982)
 (Dec. 1, 1982)
 (Dec. 8, 1982)

Dr. Faustina B. Valentine
 Sun Drugs
 Alberta Barnette
 Illinois Bell Telephone Company
 Julia Schankel
 Lula B. Hardison
 McDonalds
 Mrs. S. A. Jendrusiak
 James M. Flanagan
 James McFerrin
 Polish Army Veterans Association
 Illinois Bell Telephone Company
 Illinois Bell Telephone Company
 Illinois Bell Telephone Company
 Kenneth Dietz
 Lorither Mitchell
 Bessie Leggett
 Frank M. Lauro
 Clara L. Seybert
 Mr. Hanson
 State Farm Insurance Co. and George Calindo
 Peoples Gas Light and Coke Co.

Compensation for Damage to Vehicles:

(July 15, 1982)
 (Sept. 15, 1982)
 (Sept. 15, 1982)
 (Sept. 15, 1982)
 (Sept. 15, 1982)
 (Sept. 15, 1982)
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 (Oct. 27, 1982)
 (Oct. 15, 1982)
 (Oct. 15, 1982)
 (Oct. 15, 1982)
 (Oct. 27, 1982)

Martha Ann Vasquez
 Mossie Mae Burks
 Kevin G. Etne O'Brien (U.S.N.)
 Dorothy Lynell Jackson
 Mohammed Israil
 Jay M. Hoover
 Richard J. Harris
 Johnny Banks
 Aetna Ins. Co. and Mary Acevedo
 Elton Wade
 James R. Vice
 Morris Solomon
 Rockford Mutual Ins. Co. and Hilman Truss
 Milwaukee Guardian Ins. Inc. and Lawrence E. Hamilton
 Fireman's Fund Ins. Co. and Jean T. Siewerth
 Robert L. Boisacy
 U.S. Postal Service
 Steven Muscari
 Unigard Ins. Co. and William and Mary Doyle
 Sandra Ejama
 Lor Schlesinger
 Javier Martinez
 Underwriters Adj. Co. and Keith Ryan
 Chicago Motor Club and Clifton Goins
 Gust Kouretsos
 State Farm Ins. Co. and Charles H. Lichtman

(Oct. 27, 1982)	State Farm Ins. Co. and Thomas Kruzel
(Oct. 27, 1982)	Fireman's Fund Ins. Co. and Joseph P. McGah
(Oct. 27, 1982)	Maxine Steward
(Oct. 27, 1982)	State Farm Ins. Co. and Patricia Keating
(Oct. 27, 1982)	Jong Sun Shin
(Oct. 27, 1982)	Allstate Ins. Co. and Ralph Clamage
(Oct. 27, 1982)	Illinois Bell Telephone Co.
(Nov. 12, 1982)	Allstate Ins. Co. and Bonnie Jacobs
(Dec. 1, 1982)	Bonnie Benson
(Nov. 12, 1982)	Janet B. Poczatek
(Nov. 12, 1982)	State Farm Ins. Co. and Donald Gatzka
(Nov. 12, 1982)	Thomas R. Martinico
(Nov. 12, 1982)	The Travelers Ins. Co. and Vel Rogers
(Nov. 18, 1982)	Mark A. Winters
(Nov. 18, 1982)	Kestutis Tatoris
(Nov. 23, 1982)	Richard F. May
(Nov. 23, 1982)	State Farm Ins. Co. and Julius Schnolis
(Nov. 23, 1982)	The Travelers Ins. Co. and Jacqueline Kelly
(Dec. 1, 1982)	Patricia A. Mellody
(Dec. 1, 1982)	Nobie W. Sampson
(Dec. 8, 1982)	Allstate Ins. Co. and Daniel and Lena Mieszcak
(Dec. 8, 1982)	Allstate Ins. Co. and Thomas J. McHale
(Dec. 15, 1982)	Allstate Ins. Co. and Alexis Johnson
(Dec. 15, 1982)	The American Road Ins. Co. and Rizza Ford
(Dec. 23, 1982)	Millers National Ins. Co. and Mildred Block
(Dec. 27, 1982)	Prestige Casualty Co. and John F. Curran
(Jan. 7, 1983)	Debby Kane
(Jan. 7, 1983)	Carl Christensen, d/b/a Interstate Towing Co.
(Jan. 28, 1983)	Suzanne Whelden
(Jan. 28, 1983)	Garry Ransome
(Jan. 28, 1983)	Catherine Price
(Jan. 28, 1983)	Prestige Casualty Company and John F. Curran

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost the committee's recommendations were *Concurred In* by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--44.

Nays--None.

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

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

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING
ISSUANCE OF CHICAGO-O'HARE INTERNATIONAL AIRPORT
GENERAL AIRPORT REVENUE BONDS.

The Committee on Finance submitted the following report which was on motion of Alderman Frost and Alderman Oberman *Deferred* and ordered published:

CHICAGO, March 23, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication dated March 9, 1983, from the Office of the Mayor transmitting a proposed ordinance authorizing issuance of Chicago-O'Hare International Airport General Airport Revenue Bonds having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

[Chicago-O'Hare International Airport General Airport
Revenue Bond Ordinance is printed on pages 16579
through 16656 of this Journal.]

Action Deferred--ON PROPOSED FIRST SUPPLEMENTAL ORDINANCE AUTHORIZING
ISSUANCE OF CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT
REVENUE BONDS, 1983 SERIES A, AND 1983 SERIES B.

The Committee on Finance submitted the following report which was on motion of Alderman Frost and Alderman Oberman *Deferred* and ordered published:

CHICAGO, March 23, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication dated March 9, 1983, from the Office of the Mayor authorizing the issuance of Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A, and 1983 Series B having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

[First Supplemental Ordinance Authorizing the Issuance and Sale of
Chicago-O'Hare International Airport General Airport Revenue
Bonds, 1983 Series A and B is printed on pages
16657 through 16699 of this Journal.]

[Contract of Purchase and Preliminary Official Statement
are omitted for printing purposes.]

Action Deferred--ON PROPOSED ORDINANCE GRANTING AUTHORITY TO
NEGOTIATE FOR SALE AND ACQUISITION OF PROPERTIES AT
CHICAGO-O'HARE INTERNATIONAL AIRPORT BETWEEN
STATE, TOLLWAY AUTHORITY AND CITY.

The Committee on Finance submitted the following report which was on motion of Alderman Frost and Alderman Oberman *Deferred* and ordered published:

(Continued on page 16700)

3/22/83

CITY OF CHICAGO

1983 CHICAGO-O'HARE INTERNATIONAL AIRPORT

GENERAL AIRPORT REVENUE BOND ORDINANCE

[Page numbers in Table of Contents and at the bottom of the pages are internal document references and do not correspond to page numbers of this Journal.]

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AN ORDINANCE AUTHORIZING
THE ISSUANCE
BY THE CITY OF CHICAGO OF ITS
CHICAGO-O'HARE INTERNATIONAL AIRPORT
GENERAL AIRPORT REVENUE BONDS,
AND PROVIDING FOR THE PAYMENT OF
AND SECURITY FOR SAID BONDS

WHEREAS, the City of Chicago is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City currently owns and operates an airport known as Chicago-O'Hare International Airport; and

WHEREAS, the City has heretofore determined to improve and expand said airport and to issue Bonds (as hereinafter defined), payable solely from Revenues (as hereinafter defined), to pay the cost of improvements to, and expansions of, said airport.

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

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 101. Short Title. This ordinance may hereafter be cited as the "1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance."

Section 102. Definitions. The following terms, for all purposes of this Ordinance, and of any ordinance amendatory or supplemental hereto, and of any certificate, opinion or other document herein mentioned, shall have the meanings herein specified unless the context clearly indicates otherwise:

"Accounts" means the special accounts created and established pursuant to Articles IV and V.

"Aggregate Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period, an amount of money equal to the aggregate of the amounts of Annual Debt Service with respect to such Bond Year or other specified 12-month period and to the Bonds of all Series.

"Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

"Airline Party" means, at any time, any person actively engaged in the Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with the City, either directly or through a valid assignment.

"Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached to the Airport Use Agreements, together with any additions thereto, or improvements or enlargements thereof, hereafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

"Airport Development Fund" means the Airport Development Fund created pursuant to Article VII of the Airport Use Agreements.

"Airport Development Fund Deposit Requirement" for any Fiscal Year means any amount required to be deposited in the Airport Development Fund from any source in such Fiscal Year under the Airport Use Agreements.

"Airport Development Plan" means the Airport Development Plan as said term is defined in the Airport Use Agreements.

"Airport Fees and Charges" means Airport Fees and Charges as said term is defined in the Airport Use Agreements.

"Airport Fund" means the Airport Fund created pursuant to Article VII of the Airport Use Agreements.

"Airport Use Agreements" means (a) the airport use agreement and terminal facilities leases entered into between the City and various companies engaged in the Air Transportation Business as authorized by an ordinance adopted by the City Council of the City on January 28, 1983, entitled:

"AN ORDINANCE AUTHORIZING THE CITY OF CHICAGO TO EXECUTE NEW AIRPORT USE AGREEMENTS WITH UNITED AIRLINES, INC., AMERICAN AIRLINES, INC., TRANS WORLD AIRLINES, INC., NORTHWEST ORIENT AIRLINES, INC., DELTA AIR LINES, INC., AND US AIR, INC.,"

(b) each other airport use agreement and terminal facilities lease, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as the agreements referred to in (a) above, and (c) in the

case of an all-cargo carrier, its airport use agreement, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as the agreements referred to in (a) above, together with a cargo facilities lease of no shorter duration than such airport use agreement; in each case as amended or supplemented from time to time in accordance with their terms.

"Annual Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period and to Bonds of a particular Series, an amount of money equal to the sum of (a) all interest payable during such Bond Year or other specified 12-month period on all Bonds of said Series Outstanding on said date of computation and (b) all Principal Installments payable during such Bond Year or other specified 12-month period with respect to all Bonds of said Series Outstanding on said date of computation, all calculated on the assumption that Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with this Ordinance of Principal Installments payable at or after said date of computation.

"Authorized Newspapers" means not less than two newspapers or financial journals printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five days in each calendar week, one of which is of general circulation in the City of Chicago, Illinois, and the other of which is of general circulation in the Borough of Manhattan, City and State of New York.

"Authorized Officer" means (a) the Mayor, the City Treasurer, the City Comptroller, or any other official of the City so designated by a Certificate signed by the Mayor and filed with the Trustee for so long as such designation shall be in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his office.

"Bond Counsel" means a firm of attorneys having expertise in the field of law relating to municipal, state and public agency financing, selected by the City and satisfactory to the Trustee.

"Bondholder" or "holder" or words of similar import, when used with reference to a Bond, means any person who shall be the bearer of any Outstanding Bond registered to bearer or not registered, or the registered owner of any Outstanding Bond at the time registered other than to bearer.

"Bonds" means any of the Bonds of the City authenticated and delivered under and pursuant to Article II of this Ordinance.

"Bond Year" means a 12-month period commencing on January 2 of each calendar year and ending on January 1 of the next succeeding calendar year.

"Capital Project" means a capital improvement at the Airport, or the acquisition of land beyond the then-current boundaries of the Airport for use as a part of the Airport.

"Capitalized Interest" means any amount included in the proceeds of any Series for the payment of interest on Bonds.

"Capitalized Interest Account" means an Account maintained in the Construction Fund for the deposit of the portion, if any, of the proceeds of any Series representing Capitalized Interest.

"Certificate" means an instrument of the City in writing signed by an Authorized Officer. Any such instrument in writing and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed so as to form a single instrument. Any Certificate may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants, or engineers, respectively, unless the officer signing such Certificate knows, or in the exercise of reasonable care should have known, that the opinion or representation with respect to the matters upon which such Certificate may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel or accountant or other persons, as the case may be, need not certify to all of the matters required to be certified under any provision of this Ordinance, but different officers, counsel, accountants or other persons may certify to different facts, respectively. Every Certificate, and every certificate or opinion of counsel, accountants, engineers or other persons provided for herein shall include:

(a) a statement that the person making such certificate or opinion or representation has read the pertinent provision of this Ordinance to which such statement, certificate, opinion or representation relates;

(b) a brief statement as to nature and scope of the examination or investigation upon which the statements, opinions or representations are based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and

(d) with respect to any statement relating to compliance with any provision hereof, a statement whether or not,

in the opinion of such person, such provision has been complied with.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois.

"City Council" means the City Council of the City, or any succeeding governing or legislative body of the City.

"Code" means the Internal Revenue Code of 1954, as from time to time supplemented and amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed Regulations as in effect from time to time and, with reference to any Series, as applicable to obligations issued on the date of issuance of such Series.

"Commissioner of Aviation" means the Commissioner of the Department of Aviation of the City, or any successor or successors to the duties of such official.

"Commissioner of Public Works" means the Commissioner of the Department of Public Works of the City, or any successor or successors to the duties of such official.

"Construction Fund" means the Construction Fund created by Section 401.

"Consulting Engineer" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airports and aviation facilities, entitled to practice and practicing as such under the laws of the State of Illinois, who, in the case of any individual, shall not be a director, officer or employee of either the City or any Airline Party.

"Costs of Issuance" means any item of expense payable or reimbursable, directly or indirectly, by the City and related to the authorization, offering, sale, issuance and delivery of Bonds, including but not limited to travel and other expenses of any officer or employee of the City in connection with the authorization, offering, sale, issuance and delivery of such Bonds, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Fiduciary, legal fees and disbursements, fees and disbursements of the Independent Airport Consultant, Independent Accountant and the Consulting Engineer, fees and disbursements of other consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, application fees and premiums on municipal bond insurance, credit facility charges and costs and expenses relating to the refunding of Series 1959 Bonds, Bonds or other obligations issued to finance

or refinance one or more Capital Projects, including, but not limited to, the refunding of Series 1982 Bonds, any other Special Facility Revenue Bonds and any Junior Lien Obligations.

"Counsel's Opinion" means a written opinion of counsel selected by the City (who may be the Corporation Counsel for the City). Any Counsel's Opinion may be based, insofar as it relates to factual matters (information with respect to which is in the possession of the City) upon a certificate or opinion of, or representation by, an officer of the City, unless such counsel knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous.

"Debt Service Fund" means the Debt Service Fund created by Section 501.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created by Section 501.

"Debt Service Reserve Fund Requirement" means an amount equal to the maximum amount of Aggregate Debt Service for the then current or any future Bond Year.

"Emergency Reserve Fund" means the Emergency Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Emergency Reserve Fund Deposit Requirement" for any Fiscal Year means any amount required to be deposited in the Emergency Reserve Fund in such Fiscal Year under the Airport Use Agreements.

"Event of Default" means an Event of Default under Section 1201.

"Federal Obligation" means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

"Fiduciary" means the Trustee or any Paying Agent or any or all of them, as may be appropriate.

"Fiscal Year" means January 1 through December 31 of any year, or such other fiscal year as the City may adopt for the Airport, including any transition fiscal year adopted by the City pursuant to Article XXIII of the Airport Use Agreements.

"Funds" means the special funds created and established pursuant to Articles IV and V or pursuant to Article VII of the Airport Use Agreements.

"Government Grants-in-Aid" means those moneys granted to the City by the United States of America or any agency thereof, or

the State of Illinois, or any political subdivision or agency thereof, to pay for all or a portion of the cost of Capital Projects and shall not include any payments made for services rendered at the Airport.

"Independent Accountant" means a certified public accountant selected by the City and licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either the City or any Airline Party, (b) shall be satisfactory to the Trustee and (c) may be the accountant that regularly audits the books of the City or the Airport.

"Independent Airport Consultant" means a consultant, other than the Consulting Engineer, selected by the City, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either the City or any Airline Party.

"Interest Account" means the Interest Account in the Debt Service Fund.

"Junior Lien Obligations" means any bonds, notes or evidences of indebtedness, other than Bonds and Special Facility Revenue Bonds, issued by the City as permitted by Section 705.

"Junior Lien Obligation Debt Service Fund" means the Junior Lien Obligation Debt Service Fund created by Section 501.

"Land Support Area" means the land and air rights identified as the "Land Support Area" on Exhibit G attached to the Airport Use Agreements, and, except as otherwise provided therein, all structures, improvements, facilities, roads and utilities now or hereafter located thereon.

"Maintenance Reserve Fund" means the Maintenance Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Majority-in-Interest" means a Majority-in-Interest of the Airline Parties determined in accordance with the provisions of the Airport Use Agreements.

"Net Revenues for Calculation of Coverage" for any Fiscal Year means the net income before extraordinary items of the Airport (excluding the net income of the Land Support Area except to the extent deposited in the Revenue Fund) calculated in accordance with generally accepted accounting principles (a) plus (i) interest payable on Bonds, (ii) interest payable on Junior Lien Obligations, (iii) any transfers to the Revenue Fund from the Airport Development Fund or the Emergency Reserve Fund pursuant to Sections 10.04(c) or 11.03(b) of the Airport Use Agreements, (iv) any balance held in the Revenue Fund at the end of

the preceding Fiscal Year and (v) depreciation, amortization of debt discount and financing expenses and (b) minus, to the extent included in such net income before extraordinary items of the Airport, (i) any passenger facility charge or similar tax levied by and on behalf of the City and collected during such Fiscal Year, (ii) interest or other income earned on the Airport Development Fund, the Emergency Reserve Fund and the Construction Fund, (iii) Government Grants-in-Aid (except to the extent used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of Bonds or Junior Lien Obligations), (iv) any amounts derived by the City from Special Facility Financing Arrangements entered into in connection with Special Facility Improvements to the extent such moneys derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (v) gifts to fund Capital Projects and (vi) the proceeds of any condemnation awards.

"Operation and Maintenance Expense Projection" for any Fiscal Year means the estimate of Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits into the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund) for such Fiscal Year prepared pursuant to Section 7.02 of the Airport Use Agreements.

"Operation and Maintenance Expenses" means Operation and Maintenance Expenses as said term is defined in the Airport Use Agreements.

"Operation and Maintenance Fund" means the Operation and Maintenance Fund created pursuant to Article VII of the Airport Use Agreements.

"Operation and Maintenance Reserve Fund" means the Operation and Maintenance Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Operation and Maintenance Reserve Fund Deposit Requirement" for any Fiscal Year means the amount, if any, required to increase the balance in the Operation and Maintenance Reserve Fund (including amounts receivable from the Operation and Maintenance Fund) to an amount equal to one-fourth of such Fiscal Year's Operation and Maintenance Expense Projection and as adjusted at mid-year pursuant to Section 7.06 of the Airport Use Agreements.

"Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented by Supplemental Ordinances adopted and effective in accordance with Article X.

"Outstanding", when used with reference to the Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Ordinance except:

(a) Bonds cancelled by the Trustee at or prior to such date or theretofore delivered to the Trustee for cancellation;

(b) Bonds (or portions of Bonds) for the payment or redemption of which there shall be held in trust and set aside for such payment or redemption (whether at, prior to or after the maturity or redemption date) moneys or Federal Obligations the principal of and interest on which when due or payable will provide moneys, together with the moneys, if any, deposited with the Trustee at the same time, in an amount sufficient to pay the principal or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, and, if such Bonds are to be redeemed, for which notice of such redemption shall have been given as provided in Article VI or provisions satisfactory to the Trustee shall have been made for the giving of such notice;

(c) Bonds for the transfer or exchange of, in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Ordinance; and

(d) Bonds deemed to have been paid as provided in Section 1401.

"Paying Agent" means any bank or trust company designated as a paying agent for a Series and its successor or successors hereafter appointed in the manner herein provided.

"Payment Date" means any January 1 or July 1 on which a Principal Installment or interest on any Series is payable in accordance with its terms and the terms of this Ordinance and the Supplemental Ordinance authorizing such Series.

"Principal Account" means the Principal Account in the Debt Service Fund.

"Principal Installment" means, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with this Ordinance of Sinking Fund Payments payable at or before said future date for the retirement of such Outstanding Bonds, plus (b) the amount of any Sinking Fund Payments payable on said future date for the retirement of any Outstanding Bonds of such Series, and said future date shall, for all purposes

hereof, be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Project Account" means a separate Account established in the Construction Fund with respect to any particular Capital Project or Projects.

"Qualified Collateral" means:

(a) Federal Obligations;

(b) Direct and general obligations of any State of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors; and

(c) Public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Qualified Investments" means:

(a) Federal Obligations;

(b) Deposits in interest-bearing deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, including a Fiduciary, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such deposits, marked to market monthly, and which Qualified Collateral shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such deposits;

(c) Direct and general obligations of any State of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successors;

(d) Obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export-Import Bank, Tennessee Valley Authority, Government National Mortgage Association, Farmers Home Administration, United States Postal Service, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government National Mortgage Association, any agency or instrumentality of the United States of America and any corporation controlled and supervised by, and acting as an agency or instrumentality of, the United States of America;

(e) Repurchase agreements extending not beyond 30 calendar days with banks which are members of the Federal Reserve System or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York that are secured by Federal Obligations having a current market value at least equal to 103% of the amount of the repurchase agreement, marked to market weekly, and which Federal Obligations shall have been deposited in trust by such banks or dealers with the trust department of the Trustee or with a Federal Reserve Bank or branch, or with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such repurchase agreements; and

(f) Public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Redemption Price" means with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond or the Supplemental Ordinance under which such Bond was issued.

"Refunding Bonds" means all Bonds, whether issued in one or more Series, authenticated and delivered on original issuance for the purpose of the refunding of Bonds of any Series and all Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Ordinance.

"Regulations" means the Income Tax Regulations (26 CFR Part 1) promulgated under and pursuant to the Code.

"Revenue Fund" means the Revenue Fund created by Section 501.

"Revenues" means all amounts received or receivable directly or indirectly by the City for the use and operation of, or with respect to, the Airport (excluding the Land Support Area), including, without limitation: all Airport Fees and Charges (excluding payments described in subsection (a) below); all other rentals, charges and fees for the use of the Airport (including all rentals and flight fees payable by non-Airline Parties) or for any service rendered by the City in the operation thereof; Concession Revenues, as defined in the Airport Use Agreements, and concession revenues derived from the International Terminal Area, as defined in the Airport Use Agreements; interest payments to the City made pursuant to Section 7.08 of the Airport Use Agreements; interest accruing on, and any profit realized from the investment of, moneys in the Revenue Fund, the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund, the Maintenance Reserve Fund, the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund and any debt service reserve fund established under any ordinance or resolution authorizing the issuance of Junior Lien Obligations; and City deposits into the Airport Fund or transfers to the Trustee for deposit into the Revenue Fund pursuant to Sections 13.03 and 13.04 of the Airport Use Agreements; provided, however, that Revenues shall not include: (a) any amounts derived by the City from Special Facility Financing Arrangements entered into in connection with Special Facility Improvements to the extent such moneys derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (b) the proceeds of any passenger facility charge or similar tax levied by or on behalf of the City, (c) interest accruing on, and any profit resulting from the investment of, moneys in the Airport Development Fund, the Emergency Reserve Fund, and the Construction Fund, (d) Government Grants-in-Aid (except to the extent used or to be used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of Bonds or Junior Lien Obligations), (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by the City.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance pursuant to a Supplemental Ordinance and designated as a Series therein.

"Series 1982 Bonds" means the Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-A, B and C (Delta Air Lines, Inc. Terminal Project) of the City dated November 15, 1982.

"Series 1959 Bonds" means Chicago-O'Hare International Airport Revenue Bonds issued under that certain ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of

improving and extending said Airport and providing for payment of principal of and interest on said bonds," adopted by the City Council on December 29, 1958, as heretofore supplemented by ordinances adopted by the City Council on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 25, 1970, and August 30, 1972.

"Sinking Fund Payment" means, as of any particular date of determination and with respect to the Outstanding Bonds of any Series, the amount required by a Supplemental Ordinance to be paid in any event by the City on a single future date for the retirement of Bonds of such Series which mature after said future date, but does not include any amount payable by the City by reason only of the maturity of a Bond.

"Special Capital Project Expenditure" means a Special Capital Project Expenditure as said term is defined in the Airport Use Agreements.

"Special Capital Projects Fund" means the Special Capital Projects Fund created pursuant to Article VII of the Airport Use Agreements.

"Special Facility Financing Arrangement" means (a) a lease, loan agreement or other agreement and any contemporaneous financing instruments relating to Special Facility Improvements entered into by the City pursuant to which the lessee or borrower agrees to make payments to the City during the term thereof in an amount at least equal to the sum of (i) the principal of, premium, if any, and interest on Special Facility Revenue Bonds issued to finance such Special Facility Improvements as the same become due, (ii) all costs of operating and maintaining such Special Facility Improvements required to be paid by the City and for which no mechanism for reimbursement to the City has been established other than payments pursuant to such lease, loan agreement or other agreement and any contemporaneous financing instrument and (iii) all sinking and other reserve fund payments required by the ordinance or resolution authorizing such Special Facility Revenue Bonds as the same shall become due, or (b) any lease of, or other instrument relating to, a Special Facility Improvement entered into by the City as a result of a default by the original or a subsequent lessee of, or borrower in connection with, such Special Facility Improvement, to the extent such lease or instrument, or the proceeds thereof, has been pledged to the payment of Special Facility Revenue Bonds.

"Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been or is to be constructed, installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both.

"Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of the City, with respect to which the principal, premium, if any, and interest are payable solely from the proceeds of the sale of such bonds, notes or other evidences of indebtedness and investment earnings thereon and from rentals or other charges derived by the City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between the City and the user or users of such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues or from other revenues of the City, and for which the City has no taxing obligation.

"Supplemental Ordinance" means an ordinance supplemental to or amendatory of this Ordinance, adopted by the City Council and effective as provided in Article X.

"Trustee" means the bank, trust company or national banking association appointed as trustee hereunder pursuant to Section 1301 or its successor hereinafter appointed in the manner provided in this Ordinance.

Section 103. Interpretation.

(a) In this Ordinance, unless the context otherwise requires:

(i) The terms "hereby," "hereof," "hereto," "hereunder," "herein" and any similar terms used herein refer to this Ordinance, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Ordinance;

(ii) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(iii) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(iv) Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond;

(v) Any percentage of Bonds, for purposes of this Ordinance, shall be computed on the basis of the unpaid principal amount of Bonds Outstanding at the time the computation is made or is required to be made hereunder;

(vi) Any headings preceding the text of the several Articles and Sections of this Ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect; and

(vii) Articles and Sections mentioned by number only are the respective Articles and Sections of this Ordinance so numbered.

(b) Any publication to be made under the provisions of this Ordinance in successive weeks or on successive dates may be made in each instance upon any business day of the week and need not be made in the same Authorized Newspapers for any or all of the successive publications but may be made in different Authorized Newspapers. If, because of the temporary or permanent suspension of the publication or general circulation of any of the Authorized Newspapers or for any other reason, it is impossible or impractical to publish any notice pursuant to this Ordinance 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 such notice.

Section 104. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Ordinance on the part of the City or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this Ordinance or of the Bonds.

Section 105. Successors and Assigns. Whenever in this Ordinance the City is named or referred to, it shall and shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of, the City contained in this Ordinance shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions of this Ordinance.

Section 106. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Fiduciaries and the holders of the Bonds and the coupons thereunto appertaining, if any, any right, remedy or

claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof. All the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Fiduciaries and the holders of the Bonds and the coupons thereunto appertaining, if any.

ARTICLE II

AUTHORIZATION, OBLIGATION AND ISSUANCE OF BONDS

Section 201. Authorization for Ordinance. This Ordinance is adopted by virtue of and pursuant to the home rule powers of the City. The City has ascertained and hereby determines and declares that adoption of this Ordinance is necessary to meet the commercial and general aviation needs of the citizens of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

Section 202. Ordinance to Constitute Contract. In consideration of the purchase and acceptance of Bonds by those who shall hold the same from time to time, the provisions of this Ordinance and any Supplemental Ordinance shall be a part of the contract of the City with the holders of Bonds and shall be deemed to be and shall constitute a contract between the City, the Trustee and the holders from time to time of the Bonds or the coupons, if any, thereto appertaining.

Section 203. Authorization of Bonds. In order to provide sufficient funds for the financing or refinancing of Capital Projects, Bonds are hereby authorized to be issued from time to time in one or more Series as hereinafter provided, without limitation as to amount except as may be limited by law, for the purpose of (a) the payment, or the reimbursement for the payment of, the costs of one or more Capital Projects, (b) the refunding of any Bonds or other obligations issued to finance or refinance one or more Capital Projects, including, but not limited to, the refunding of the Series 1982 Bonds, any other Special Facility Revenue Bonds and any Junior Lien Obligations, (c) the refunding of Series 1959 Bonds or (d) the funding of the Debt Service Reserve Fund and any other Fund or Account as specified in the Supplemental Ordinance under which such Bonds are issued; including, in each case, payment of Costs of Issuance.

Section 204. Source of Payment; Pledge of Revenues. The Bonds shall be legal, valid and binding limited obligations of

the City payable solely from Revenues and certain other moneys and securities held by the Trustee under the provisions of this Ordinance. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds. A pledge of the Revenues and of all moneys and securities held or set aside or to be held or set aside by any Fiduciary under this Ordinance is hereby made, and the same are hereby pledged, to secure the payment of the principal and Redemption Price of, and interest on, the Bonds, subject only to the provisions of this Ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Ordinance. This pledge shall be valid and binding from and after the date of issuance of any Bonds hereunder; the Revenues so pledged and then or thereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act; and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

Section 205. Issuance and Delivery of Bonds. After their authorization by a Supplemental Ordinance, Bonds of any Series may be executed by or on behalf of the City and delivered to the Trustee for authentication and, upon compliance by the City with the requirements, if any, set forth in such Supplemental Ordinance and with the requirements of Section 206 or, in the case of Refunding Bonds, Section 207, the Trustee shall thereupon authenticate and deliver such Bonds to or upon the order of the City.

Section 206. Conditions Precedent to Delivery of any Series. Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) A copy of this Ordinance certified by the City Clerk;

(b) A Counsel's Opinion to the effect that (i) the City had the right and power to adopt this Ordinance and the Supplemental Ordinance authorizing such Series; (ii) this Ordinance and such Supplemental Ordinance have been duly and lawfully adopted by the City Council, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms; (iii) this Ordinance creates the valid pledge of Revenues, moneys and securities which it purports to create; and (iv) upon the execution, authentication and delivery thereof, the Bonds of such

Series will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois and this Ordinance;

(c) A written order as to the delivery of such Series, signed by an Authorized Officer and stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of such Series and (ii) that no Event of Default has occurred and is continuing under this Ordinance;

(d) A copy of the Supplemental Ordinance authorizing such Series, certified by the City Clerk, which shall specify:

(i) The authorized principal amount and Series designation of such Bonds;

(ii) The purpose or purposes for which such Series is being issued;

(iii) The date or dates, and the maturity date or dates, of the Bonds of such Series, or the manner of determining such dates;

(iv) The interest rate or rates to be borne by the Bonds of such Series or the manner of determining such rate or rates, and the Payment Dates for interest on Bonds of such Series;

(v) The manner of dating, numbering and lettering the Bonds of such Series;

(vi) The Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price, if any, of, and interest on, the Bonds of such Series or the manner of appointing and designating the same;

(vii) The Redemption Price or Prices, if any, of, and, subject to the provisions of Article VI, the redemption terms for, the Bonds of such Series, or the manner of determining such Price or Prices and terms;

(viii) The amount and due date of each Sinking Fund Payment, if any, for Bonds of like maturity of such Series, or the manner of determining such amounts and dates;

(ix) If so determined by the City, provisions for the sale of the Bonds of such Series;

(x) The forms of the Bonds of such Series, of the coupons to be attached to the coupon Bonds of such Series and of the Trustee's certificate of authentication;

(xi) Any limit on the aggregate principal amount of such Series which may be authenticated and delivered under such Supplemental Ordinance (except for Bonds authenticated and delivered upon registration and transfer of, or in exchange for, or in lieu of, other Bonds of such Series pursuant to Article III); and

(xii) Any other provisions deemed advisable by the City as shall not conflict with the provisions hereof;

(e) A Certificate stating:

(i) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in the Debt Service Reserve Fund, so that the amount held therein shall be equal to the Debt Service Reserve Fund Requirement after giving effect to the issuance of such Series;

(ii) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in a Capitalized Interest Account;

(iii) The amount of the proceeds of such Series to be paid to the Trustee for deposit in one or more Project Accounts; and

(iv) The purpose or purposes for which the balance, if any, of the proceeds of such Series is to be used;

(f) A Certificate stating that Annual Debt Service on such Series in each year such Series is Outstanding constitutes General Airport Revenue Bond Debt Service as such term is defined in the Airport Use Agreements and may be included by the City in the relevant calculations of Airport Fees and Charges;

(g) If Majority-in-Interest approval is required by the Airport Use Agreements for the issuance of such Series, a Certificate stating that such approval has been obtained;

(h) A certificate of the Independent Airport Consultant setting forth, for each of the five Fiscal Years following the Fiscal Year in which the Consulting Engineer estimates that the Capital Project financed by such Series will be completed, or if there is more than one such Capital Project, the Capital Project scheduled to be last completed, estimates of Revenues and Operation and Maintenance Expenses and other amounts required to be deposited into the Funds created under this Ordinance, and demonstrating that Net Revenues for Calculation of Coverage in each such Fiscal Year shall at least equal an aggregate amount equal to the sum of
(i) the amounts required by Section 503 to be deposited for each such Fiscal Year in the Debt Service Reserve Fund, the

Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund, and (ii) one and twenty-five hundredths times the Aggregate Debt Service for the Bond Year commencing during each such Fiscal Year reduced by an amount equal to any amount held in any Capitalized Interest Account for disbursement during such Bond Year to pay interest on Bonds;

(i) With respect to any Series of Bonds issued to pay the costs of Capital Projects not described in the Airport Development Plan, a certificate of an Independent Accountant stating that with respect to any period of 12 consecutive months within the 18 calendar month-period next preceding the date of issuance of such Bonds, the Net Revenues for Calculation of Coverage were equal to not less than the sum of (i) the amounts required by Section 503 to be deposited for such 12 consecutive months in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund, and (ii) one and twenty-five hundredths times the Aggregate Debt Service for such 12-month period excluding any amount of such Aggregate Debt Service which was paid from any Capitalized Interest Account during such 12-month period; and

(j) Such further documents and moneys as are required by the provisions of Article X or any Supplemental Ordinance.

Section 207. Conditions Precedent to Delivery of any Series of Refunding Bonds. All Refunding Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) The documents referred to in subsections (a), (b), (c), (d), (e), (f) and (g) of Section 206;

(b) If a redemption of Bonds is to be effected, irrevocable instructions to the Trustee to give due notice of redemption of all the Bonds to be refunded and the redemption date or dates, if any, upon which such Bonds are to be redeemed;

(c) If a redemption of Bonds is to be effected and the redemption is scheduled to occur subsequent to the next succeeding 45 days, irrevocable instructions to the Trustee to publish as provided in Article VI notice of redemption of such Bonds on a specified date prior to their redemption date;

(d) A certificate of an Independent Accountant stating the amount of either (i) moneys (which may include all or a

portion of the proceeds of the Refunding Bonds to be issued) in an amount sufficient to pay the Bonds to be refunded at the applicable Redemption Price of the Bonds to be refunded together with accrued interest on such Bonds to the redemption date or dates, or (ii) Federal Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued), if any, which must be contemporaneously deposited with the Trustee, to be sufficient to pay when due the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date or dates or the date or dates of maturity thereof; and

(e) Such further documents and moneys as are required by the provisions of Article X or any Supplemental Ordinance.

Section 208. Application of Proceeds of Bonds. The proceeds, including accrued interest, of any Series shall be deposited with the Trustee and shall be applied by the Trustee in accordance with the Certificate delivered to the Trustee pursuant to Section 206(e).

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 301. Title and Date of Bonds. Subject to the provisions of Section 303, each Bond shall be entitled "Chicago-O'Hare International Airport General Airport Revenue Bond" or such other title as may be specified in, and shall bear such additional letter or number Series designation as shall be determined in, the Supplemental Ordinance authorizing such Bonds. Each coupon Bond shall be dated as of the date specified in or determined in accordance with the Supplemental Ordinance authorizing such Bond and shall bear interest, from its date, payable in the case of installments due at and prior to maturity, in accordance with, and upon surrender of, the appurtenant interest coupons as they severally become due. Each registered Bond shall be dated as of the Payment Date next preceding the date of authentication and delivery thereof by the Trustee, except that (a) if such date of authentication and delivery shall be prior to the first Payment Date, said Bond shall be dated as of the date of the Bonds in coupon form, as specified in the Supplemental Ordinance authorizing such Bonds, or, if no coupon Bonds are issued, then as of the date specified in such Supplemental Ordinance, (b) if such date of authentication and delivery shall be a Payment Date, said Bond shall be dated as of such Payment Date, or (c) if interest due on said Bond shall not have been paid in full, then notwithstanding any of the foregoing provisions of this Section, said Bond shall be dated as of the date to which interest has been paid in full on said Bond. Each registered Bond shall bear interest from its date.

Section 302. Payment Dates. All Principal Installments shall become due on the first day of January and all interest on Bonds shall become due on the Payment Dates, in such years as shall be specified in the Supplemental Ordinance authorizing each Series.

Section 303. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Ordinance as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the City prior to the authentication and delivery thereof.

Section 304. Place and Medium of Payment. Principal, interest and premium, if any, with respect to the Bonds shall be payable in lawful money of the United States of America. The principal of and premium, if any, on the coupon Bonds not registered as to principal shall be payable at the principal corporate trust office of the Trustee or, at the option of the holder, at the principal office of any other Paying Agent. Interest on the coupon Bonds shall be payable at the principal corporate trust office of the Trustee or, at the option of the holder, at the principal office of any other Paying Agent upon presentation and surrender of the coupons representing such interest. The principal of and premium, if any, on registered Bonds, (including coupon Bonds registered as to principal) shall be payable at the principal corporate trust office of the Trustee. Interest on fully registered Bonds without coupons shall be paid by the Trustee by check or draft mailed to the registered owners at the addresses of such owners appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

Section 305. Form and Denominations; Payment of Interest. The Bonds of each Series may be issued in the form of coupon Bonds, registrable as to principal only, in the denomination of \$5,000 each, or in the form of fully registered Bonds without coupons, in denominations of \$5,000 or any integral multiple thereof, or in both such forms or in such other denomination or denominations as shall be specified in the Supplemental Ordinance authorizing such Series. Coupon Bonds shall be in form initially payable to bearer with a single coupon attached for each installment of interest thereon, but shall be registrable as to principal only in the manner provided in Section 307. Coupon Bonds shall be payable as to interest only according to the tenor and upon presentation and surrender of the coupons appertaining thereto as they severally become due. Interest on Bonds in fully registered form shall be payable to the registered owners at the addresses of such owners appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

Section 306. Interchangeability of Bonds.

(a) Coupon Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with all unmatured coupons attached, may, at the option of the holder thereof, and upon payment by such holder of any charges which the City or the Trustee may make as provided in Section 308, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same Series, maturity and interest rate of any authorized denominations.

(b) Bonds issued in fully registered form, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his duly authorized attorney, may at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Trustee may make as provided in Section 308, be exchanged for an equal aggregate principal amount of coupon Bonds of the same Series, maturity and interest rate with appropriate coupons attached, or of Bonds issued in fully registered form of the same Series, maturity and interest rate, of any of the authorized denominations.

Section 307. Negotiability, Transfer and Registry.

(a) Title to all coupon Bonds, except when registered as to principal otherwise than to bearer, shall pass by delivery as negotiable instruments payable to bearer. Any coupon Bond may be registered as to principal on the registration books maintained by the City at the principal corporate trust office of the Trustee, upon presentation thereof at said office and the payment of a charge sufficient to reimburse the City or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such registration, and such registration shall be noted on such Bond. After said registration, no registration of transfer thereof shall be valid unless made on said books at the request of the registered owner in person or by his attorney duly authorized in writing, and similarly noted on such Bond, but such Bond may be discharged from registration by being in like manner transferred to bearer. Thereafter such Bond may again, from time to time, be registered or discharged from registration in the same manner. Registration of any coupon Bond as to principal, however, shall not affect the negotiability by delivery of the coupons appertaining to such Bond, but every such coupon shall continue to pass by delivery and shall remain payable to bearer.

(b) The transfer of each fully registered Bond and each coupon Bond which shall at the time be registered as to principal other than to bearer shall be registrable only upon the registration books maintained by the City for that purpose at the principal corporate trust office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized

in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for registration of transfer of any such registered Bond, the City shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee or, at the option of the transferee, a coupon Bond or Bonds, with appropriate coupons attached, of the same aggregate principal amount, Series, maturity and interest rate as the surrendered Bond.

(c) As to any coupon Bond registered as to principal other than to bearer the person in whose name the same shall be registered upon the registration books maintained by the City at the principal corporate trust office of the Trustee may be deemed and treated as the absolute owner thereof, whether such Bond shall be overdue or not, for all purposes, except for the purpose of receiving payment of coupons, and payment of, or on account of, the principal or Redemption Price, if any, of such Bond shall be made only to, or upon the order of, such registered owner thereof, but such registration may be changed as above provided, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The City and any Fiduciary may deem and treat the bearer of any coupon as the absolute owner thereof, whether such coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal other than to bearer, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or Redemption Price, if any, thereof and for all other purposes whatsoever except for the purpose of receiving payment of coupons, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. The City and each Fiduciary may deem and treat the person in whose name any fully registered Bond shall be registered upon the registration books maintained by the City at the principal corporate trust offices of the Trustee as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Fiduciary shall be affected by any notice to the contrary.

Section 308. Regulations With Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging Bonds or registering the transfer of Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver

Bonds in accordance with the provisions of this Ordinance. All registered Bonds surrendered for exchange or registration of transfer shall forthwith be cancelled by the Trustee. All coupon Bonds and the coupons thereto appertaining surrendered in any such exchanges or transfers may, in the Trustee's discretion, be retained in the possession of the Trustee for the purpose of reissuance upon subsequent exchanges, and the Trustee, prior to reissuance of any such coupon Bonds, shall detach therefrom and cancel all matured coupons. For every such exchange or registration of transfer of Bonds, whether temporary or definitive, the City or the Trustee may, as a condition precedent to the privilege of making such exchange or registration of transfer, make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or registration of transfer. No charge shall be made in connection with such exchange or registration of transfer to pay the cost of preparing each new Bond issued upon such exchange or registration of transfer. Neither the City nor the Trustee shall be required to exchange or register the transfer of Bonds of any Series for a period of ten days next preceding a Payment Date on the Bonds of such Series or, in the case of any proposed redemption of Bonds for a period of ten days next preceding any selection of Bonds to be redeemed or thereafter until the first publication or mailing of any notice of redemption.

Section 309. Bonds Mutilated, Destroyed, Stolen or Lost.
In case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond (with appropriate coupons attached in the case of coupon Bonds) of like Series, maturity, principal amount and interest rate as the Bond and attached coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond and attached coupons, if any, or in lieu of and substitution for the Bond and coupons, if any, destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the City and the Trustee that such Bond and attached coupons, if any, have been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the City and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the City and the Trustee may prescribe and paying such expenses as the City and Trustee may incur in connection therewith. All Bonds and coupons so surrendered to the Trustee shall be cancelled by it. Any such new Bond or coupons issued pursuant to this Section in substitution for a Bond or coupons alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City, whether or not the Bond or coupons so alleged to be destroyed, stolen or lost constitute contractual obligations at any time enforceable by anyone, and shall be, to the same extent as such Bond or coupons alleged to be destroyed, stolen or lost and in place of which such Bond was issued, equally secured by the pledge contained in Section 204 with all other Bonds and coupons issued under this Ordinance.

Section 310. Preparation of Definitive Bonds, Temporary Bonds.

(a) Definitive Bonds shall be lithographed or printed with steel engraved borders. Until the definitive Bonds of any Series are prepared, the City may execute in the same manner as is provided in Section 312 and, upon the request of the City, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof and as to exchangeability of coupon Bonds and fully registered Bonds, one or more temporary Bonds (which may be registrable as to principal and interest) substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, but with or without coupons, in denominations of \$5,000 or any integral multiple thereof, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest payable on such temporary Bonds in coupon form shall be payable only upon the presentation and surrender of the coupons therefor attached thereto or, if no coupons for such interest are attached thereto, then only upon presentation of such temporary Bonds for notation thereon of the payment of such interest. The City at its own expense shall prepare and execute and, upon the surrender therefor of such temporary Bonds for exchange and cancellation with all unmatured coupons, if any, and all matured coupons, if any, for which no payment or only partial payment has been provided, attached, the Trustee shall authenticate and, without charge to the holder thereof, deliver in exchange therefor, at the principal corporate trust office of the Trustee definitive coupon Bonds, with appropriate coupons attached, or, at the option of the holder, definitive Bonds issued in fully registered form, of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Ordinance.

(b) If the City shall authorize the issuance of temporary Bonds in more than one denomination, the holder of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series and maturity of any other authorized denomination or denominations, and thereupon the City shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 308, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other authorized denomination or denominations as shall be requested by such holder.

(c) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 311. Cancellation and Destruction of Bonds or Coupons. All Bonds paid or redeemed, either at or before maturity, together with all unmatured coupons, if any, thereto appertaining, shall be delivered to the Trustee when such payment or redemption is made, and such Bonds and coupons, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. All interest coupons shall be promptly cancelled upon their payment and delivered to the Trustee. Bonds and coupons so cancelled may at any time be cremated or otherwise destroyed by the Trustee, who shall execute a certificate of cremation or destruction in duplicate by the signature of one of its authorized officers describing the Bonds and coupons so cremated or otherwise destroyed, and one executed certificate shall be filed with the City and the other executed certificate shall be retained by the Trustee.

Section 312. Execution.

(a) The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor and its corporate seal, or a facsimile thereof, shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Clerk.

(b) In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bonds or coupons shall cease to hold such office before authentication and delivery of the Bonds by the Trustee, such Bonds shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bonds had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the City by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not have held such office.

(c) The coupons appertaining and to be attached to any Bonds shall bear and be executed by the facsimile signature of the Mayor, and the City may from time to time adopt and use for that purpose the facsimile signature of any person who shall have been the Mayor at any time on or after the date of such Bond notwithstanding that at the date of such Bond such person may not be the duly elected Mayor or that at the time when such Bonds shall be authenticated and delivered or such coupons shall be attached such person may have ceased to hold such office.

Section 313. Authentication.

(a) The Bonds shall bear thereon a certificate of authentication executed manually by the Trustee. No Bond and no coupon thereto appertaining shall be entitled to any right or benefit under this Ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee

upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered under this Ordinance and that the holder thereof is entitled to the benefits hereof.

(b) Except as otherwise provided herein, the Trustee, before authenticating and delivering any coupon Bonds, shall cut off, cancel and destroy all matured coupons thereto attached, except matured coupons for which payment in full has not been provided. However, when such Bonds are issued in exchange for registered Bonds upon which interest is in default, as shown by the records of the Trustee, such Bonds shall have attached thereto all coupons maturing after the date to which interest has been paid in full, as shown by the records of the Trustee, and in case any interest installments shall have been paid in part, appropriate notation shall be made on the coupons to evidence such fact.

ARTICLE IV

CONSTRUCTION FUND

Section 401. Deposits into Construction Fund.

(a) The Construction Fund is hereby created. Pending application as provided in this Article, moneys in the Construction Fund shall be held in trust by the Trustee and shall be subject to the pledge contained in Section 204 in favor of the holders of Bonds.

(b) The City shall deposit with the Trustee from the proceeds of any Series the amount specified in the Certificate referred to in Section 206(e) for deposit into one or more Project Accounts and Capitalized Interest Accounts in the Construction Fund.

(c) The City shall also deposit with the Trustee all Government Grants-in-Aid for or with respect to any Capital Project funded or to be funded in part from the proceeds of Bonds. The Trustee shall be accountable only for moneys actually so deposited. All such Government Grants-in-Aid shall be deposited by the Trustee in the Construction Fund and credited to a Project Account created therefor.

(d) Interest accruing on, and any profit resulting from the investment of, moneys in any Project Account or Capitalized Interest Account shall be credited to such Account.

Section 402. Costs of Capital Projects. For the purposes of this Ordinance the costs of Capital Projects shall include:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the Capital Projects

or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damages incident to or consequent upon the construction, installation and acquisition of the Capital Projects;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Fiduciaries during construction, installation and acquisition of Capital Projects, and premiums on insurance, if any, in connection with such Capital Projects during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such Capital Projects or the issuance of Bonds therefor;

(g) Costs of Issuance;

(h) Any cost properly chargeable to such Capital Projects prior to and during construction, installation and acquisition;

(i) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such Capital Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such Capital Projects and the cost thereof;

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of Capital Projects and the cost thereof; and

(k) All other items of cost and expense not elsewhere in this Section specified, incident to the construction, installation and acquisition of Capital Projects and the financing thereof, including the payment of interest on Bonds from amounts in any Capitalized Interest Account.

Section 403. Disbursements from Construction Fund.

(a) All disbursements from the Construction Fund (except for disbursements from any Capitalized Interest Account) shall be made in accordance with requisitions signed by the City Comptroller and, except in respect of disbursements for the payment of Costs of Issuance, shall be accompanied by a statement signed by the Commissioner of Public Works, in respect of each payment, as to the following:

(i) Item number of the payment;

(ii) The name of the person, firm or corporation to whom the payment is due;

(iii) The amount to be paid and the Project Account within the Construction Fund to which the item is to be charged;

(iv) The Capital Project and purpose, by general classification, for which payment is to be made;

(v) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against such Project Account in the Construction Fund and is due and has not been included in any prior requisition which has been paid; and

(vi) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.

(b) In respect to disbursements from the Construction Fund, other than for payment of Costs of Issuance, in payment for work

done in connection with the construction, acquisition and installation of Capital Projects, such requisition, signed by the City Comptroller, shall in addition to the accompanying statement to be executed by the Commissioner of Public Works, be accompanied by a certificate signed by a Consulting Engineer certifying that the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Construction Fund and has not been included in any prior requisition which has been paid, and insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed in the furtherance of the construction, acquisition and installation of such Capital Projects delivered at the site of the Airport for those purposes, or delivered for storage or fabrication at a place or places approved by a Consulting Engineer and under the control of the City.

(c) Upon receipt of any such orders and accompanying certificates the Trustee shall pay each such obligation from the appropriate Project Account in the Construction Fund and the Trustee shall make disbursements in accordance with the directions from the City Comptroller. The moneys held in the Construction Fund shall be invested in accordance with the requirements of Section 505.

(d) At the direction of the City expressed in a Certificate filed with the Trustee, moneys on deposit in each Capitalized Interest Account shall be disbursed for any of the purposes stated in Section 405(a). Such Certificate shall set forth the disbursements to be made from such Capitalized Interest Account, including scheduled transfers to the Interest Account consistent with the provisions of Section 714(c). In the absence of such direction, moneys in each Capitalized Interest Account shall be transferred to the Interest Account on the business day of the Trustee immediately preceding each Payment Date for the payment of interest on Bonds of the Series with respect to which such Capitalized Interest Account is maintained.

Section 404. Progress Reports and Completion Certificate.

(a) At least once each month during the period of the construction, installation and acquisition of each Capital Project, the cost of which has been paid in whole or in part from Bond proceeds, the City will cause the Consulting Engineer to prepare a progress report in connection with such construction, installation and acquisition of such Capital Project, including comparisons between the actual time elapsed and the actual costs incurred and the estimates of such time and costs, which shall have been set forth in a statement prepared by the Consulting Engineer and filed with the City. Copies of such progress reports shall be filed with the Trustee and mailed to the holders of Bonds requesting copies thereof.

(b) Promptly after the completion of the construction, installation and acquisition of each such Capital Project, the

City will deliver to the Trustee a Certificate stating the date of such completion.

Section 405. Permitted Transfers.

(a) Moneys in any Project Account may be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts to pay the costs of other Capital Projects, (ii) to make transfers into the Debt Service Reserve Fund to make up any deficiency therein, (iii) to make transfers to the Interest Account, or (iv) to redeem Bonds in accordance with the provisions of this Ordinance.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

(i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

(ii) A Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this Ordinance; and

(iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from Federal income taxes of interest on any Bonds theretofore issued.

(c) At the direction of the City expressed in a Certificate filed with the Trustee, moneys in any Capitalized Interest Account may be withdrawn and, pursuant to Section 1401, deposited in trust to pay or provide for the payment of Bonds of the Series with respect to which such Capitalized Interest Account is maintained; provided that immediately after such withdrawal there shall be held in such Capitalized Interest Account either moneys in an amount which shall be sufficient, or Qualified Investments the principal of and interest on which when due (without reinvestment thereof) together with the moneys held in such Capitalized Interest Account, shall be sufficient, to provide for the payment when due of the interest to accrue on all Bonds of such Series which remain Outstanding on or prior to the date to which interest on such Series was originally capitalized.

ARTICLE V

REVENUES AND FUNDS

Section 501. Creation of Funds and Accounts. The following Funds and Accounts are hereby created:

(a) The Revenue Fund to be held and administered by the Trustee;

(b) The Debt Service Fund and two separate Accounts therein to be known as the Interest Account and the Principal Account to be held and administered by the Trustee;

(c) The Debt Service Reserve Fund to be held and administered by the Trustee; and

(d) The Junior Lien Obligation Debt Service Fund to be held and administered by the Trustee.

In addition, the City agrees to establish and maintain in accordance with the requirements of the Airport Use Agreements an Airport Fund, an Operation and Maintenance Fund, a Special Capital Projects Fund, an Operation and Maintenance Reserve Fund, and a Maintenance Reserve Fund. The City may also create an Emergency Reserve Fund and an Airport Development Fund pursuant to the Airport Use Agreements.

The Trustee shall, at the written request of the City, establish such additional Accounts within any of the Funds established under this Ordinance, and subaccounts within any of the Accounts established under this Ordinance, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, Accounts and subaccounts; but the establishment of any such additional Accounts or subaccounts shall not alter or modify any of the requirements of this Ordinance with respect to the deposit or use of moneys in any Fund or Account established hereunder. In addition, the Trustee shall, at the written request of the City, establish additional Accounts within the Junior Lien Obligation Debt Service Fund for the purpose of segregating amounts available to pay the principal of, premium, if any, and interest on separate series of Junior Lien Obligations and for the purpose of establishing the priority of one or more such Accounts over one or more other such Accounts. Nothing herein shall require the City to designate the Trustee as trustee for any Junior Lien Obligations.

Any moneys and securities held in the Revenue Fund or any other Fund or Account created under this Section shall be held in trust by the Trustee, as provided in this Ordinance, and shall be applied, used and withdrawn only for the purposes authorized in this Ordinance. All moneys and securities held by the City in the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund shall be accounted for and held separate and apart from all other moneys and securities of the City, shall be applied, used and withdrawn solely for the purposes authorized in this Ordinance and, until so applied, used and withdrawn, shall be held in trust by the City for such purposes. All moneys and securities held by the City in the Emergency Reserve Fund and the

Airport Development Fund may be applied, used and withdrawn by the City for any lawful corporate purpose of the City, free of any lien or security interest in favor of the Trustee and the holders of the Bonds, but subject to any requirements of the Airport Use Agreements.

Section 502. Deposit of Revenues. Contemporaneously with the initial issuance of Bonds under this Ordinance, all amounts held in the Airport Fund shall be transferred by the City to the Trustee for deposit in the Revenue Fund. Thereafter, all Revenues shall be collected by the City and promptly deposited to the credit of the Revenue Fund in the name of the Trustee with a depository or depositories, each fully qualified under the provisions of Section 1303 to receive the same as deposits of money held by the Trustee, designated by the City and approved by the Trustee, and statements giving the amount of each such deposit and the name of the depository shall be forwarded promptly to the Trustee by the City and by such depository. The Trustee shall be accountable only for moneys actually so deposited.

Section 503. Disbursement from Revenue Fund. The moneys in the Revenue Fund shall be disbursed and applied by the Trustee as required to make the following deposits on the dates and in the amounts provided:

(a) On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth --

First: The Trustee shall first transfer to the City for deposit into the Operation and Maintenance Fund an amount equal to one-twelfth of the amount provided in the Operation and Maintenance Expense Projection for the current Fiscal Year; provided, however, that if the mid-year projection prepared in accordance with Section 7.06 of the Airport Use Agreements contains an adjustment of Operation and Maintenance Expenses (exclusive of Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), the amount required to be deposited in the Operation and Maintenance Fund each month of the second six-month period of each Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth of the amount of such adjustment. Notwithstanding the foregoing, for the transitional Fiscal Year adopted by the City pursuant to Article XXIII of the Airport Use Agreements, if any, the Trustee shall first transfer to the City for deposit into the Operation and Maintenance Fund an amount equal to one over the number of months in such transitional Fiscal Year times the Operation and Maintenance Expense Projection for such transitional Fiscal Year. No mid-year adjustment shall be made.

Second: The Trustee shall next deposit into the Debt Service Fund, without priority one over the other, (i) into the Interest Account an amount equal to one-sixth of the amount of interest which will be due on all Outstanding Bonds on the next Payment Date less any amounts payable from the Capitalized Interest Account and attributable to such Payment Date; provided, however, that if the first Payment Date for any Series is less than six months after the date of such Series the foregoing fraction insofar as such Series shall be concerned shall be one over the number of months to elapse in whole or in part between the date of issuance of such Series and the first Payment Date for such Series, but thereafter such fraction shall be one-sixth, and (ii) into the Principal Account an amount equal to one-twelfth of the amount of the Principal Installments which will become due on all Outstanding Bonds on the next January 1; provided that if the first Principal Installment due on any Series is due in less than 12 months from the date of such Series the foregoing fraction insofar as such Series is concerned shall be one over the number of months to elapse in whole or in part between the date of issuance of such Series and the January 1 next ensuing, but thereafter such fraction shall be one-twelfth.

Third: The Trustee shall next transfer to the City for deposit into the Special Capital Projects Fund the amount specified by the City in a Certificate filed with the Trustee as the amount to be deposited at such time in such Fund.

(b) On the business day of the Trustee immediately preceding each January 1 and July 1, the Trustee shall make the following deposits in the manner and order of priority set forth --

First: The Trustee shall first deposit into the Debt Service Fund the amount, if any, necessary to increase the amount on deposit therein to an amount sufficient to pay the interest and Principal Installments on all Outstanding Bonds becoming due on such January 1 or July 1.

Second: The Trustee shall next deposit into the Debt Service Reserve Fund the amount, if any, necessary to increase the amount on deposit therein to an amount equal to the Debt Service Reserve Fund Requirement.

Third: The Trustee shall next transfer to the City for deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half of the Operation and Maintenance Reserve Fund Deposit Requirement, if any, for the Fiscal Year which includes such

January 1 and July 1; provided, however, that if the mid-year projection prepared in accordance with Section 7.06 of the Airport Use Agreements contains an adjustment of Operation and Maintenance Expenses (exclusive of Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), then the amount required to be deposited in the Operation and Maintenance Reserve Fund with respect to each July 1 shall be increased or decreased as appropriate by an amount equal to the amount of such adjustment.

Fourth: The Trustee shall next transfer to the City for deposit into the Maintenance Reserve Fund an amount equal to the lesser of (i) \$1,500,000 and (ii) the amount, if any, required to increase the amount on deposit therein to \$3,000,000.

Fifth: The Trustee shall next transfer to the City for deposit into the Emergency Reserve Fund an amount equal to one-half of the Emergency Reserve Fund Deposit Requirement, if any, for the Fiscal Year which includes such January 1 and July 1.

Sixth: The Trustee shall next transfer to the City for deposit into the Airport Development Fund an amount equal to one-half of the Airport Development Fund Deposit Requirement, if any, for the Fiscal Year which includes such January 1 and July 1.

Seventh: The Trustee shall next deposit into the Junior Lien Obligation Debt Service Fund an amount, if any, equal to the amount required by any resolution or ordinance authorizing the issuance of Junior Lien Obligations to be deposited therein on such date and without priority, one over the other, to any Accounts within the Junior Lien Obligation Debt Service Fund, the amount specified by a Certificate filed with the Trustee.

(c) If at the time deposits are required to be made under paragraphs (a) or (b) of this Section the moneys held in the Revenue Fund are insufficient to make any required deposit, the deposit shall be made up on the next applicable deposit date after required deposits into all other Funds enjoying a higher priority shall have been made in full.

(d) Notwithstanding any other provision of this Ordinance, the City shall be mandatorily and irrevocably obligated to apply moneys in the Maintenance Reserve Fund to make up any deficiencies in the Debt Service Reserve Fund. In the event moneys are so applied, the amount applied shall be restored on the next applicable deposit date after all other Fund deposits enjoying a higher priority shall have been made in full.

(e) The amount of the Airport Development Fund Deposit Requirement and the Emergency Reserve Fund Deposit Requirement shall be stated in a Certificate which shall be delivered to the Trustee prior to such deposits.

(f) Notwithstanding any other provision of this Ordinance, at the end of each Fiscal Year amounts on deposit in the Debt Service Fund, the Debt Service Reserve Fund, the Operation and Maintenance Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund and the Junior Lien Obligation Debt Service Fund in excess of the amount required hereunder or under any ordinance or resolution authorizing the issuance of Junior Lien Obligations to be on deposit in such Fund at the end of such Fiscal Year shall be transferred to the Revenue Fund.

Section 504. Use of Funds. The moneys on deposit in the Funds and Accounts listed in Section 501, except the Emergency Reserve Fund and the Airport Development Fund, shall be used for the purposes and uses specified as follows:

(a) In addition to disbursements authorized by Section 503, the Trustee shall apply moneys in the Revenue Fund to make up any deficiency arising in the Funds described in clauses First, Second and Seventh of paragraph (b) of Section 503 in the order of their priority one over another and in the manner specified in Section 503 and, in addition, to make any payment to any Airline Party required by Sections 5.03(b), 5.06(c) and 7.07 of the Airport Use Agreements as directed by a Certificate filed with the Trustee.

(b) The moneys in the Operation and Maintenance Fund shall be used by the City only to pay Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund) and to repay amounts borrowed from the Operation and Maintenance Reserve Fund. Loans from the Operation and Maintenance Reserve Fund to the Operation and Maintenance Fund shall be repaid as soon as funds for such loan repayment are available in the Operation and Maintenance Fund.

(c) The moneys in the Interest Account shall be used only for the payment of the interest on the Bonds. The moneys in the Principal Account shall be used only for the payment of Principal Installments on the Bonds. The Trustee shall transfer to the Paying Agents the necessary moneys to pay all such interest and Principal Installments becoming due on each Payment Date prior to such Payment Date and the Paying Agents shall apply such amounts to the payment of such interest and Principal Installments on and after the due dates thereof. Amounts accumulated in the Principal Account or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the 45th day preceding the

Payment Date of a Sinking Fund Payment, to the purchase of Bonds of the Series and maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of Bonds payable from such Sinking Fund Payment on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond purchased shall not exceed the sinking fund Redemption Price of such Bond applicable upon its redemption on such Payment Date. The Trustee shall also provide for the payment out of the Interest Account of the amount of accrued interest payable on any Bond purchased from moneys in the Principal Account. Bonds may be purchased from any person including the City, any Airline Party and any Fiduciary. Any Bonds so purchased shall be cancelled by the Trustee and the applicable sinking fund Redemption Price of such Bonds shall be credited against the Sinking Fund Payment for such Bond due on the next ensuing Payment Date.

(d) The moneys in the Special Capital Projects Fund shall be used only for the purpose of making Special Capital Project Expenditures.

(e) The moneys in the Debt Service Reserve Fund shall be used for the payment of the interest and Principal Installments on Bonds, whenever and to the extent moneys in the Interest Account and Principal Account, respectively, are insufficient therefor. At the direction of the City expressed in a Certificate filed with the Trustee, moneys in the Debt Service Reserve Fund may be withdrawn and deposited in trust to pay or provide for the payment of Bonds pursuant to Section 1401; provided, however, that immediately after such withdrawal the amount on deposit in the Debt Service Reserve Fund equals or exceeds the Debt Service Reserve Fund Requirement.

(f) The moneys in the Operation and Maintenance Reserve Fund shall be used by the City only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund).

(g) The moneys in the Maintenance Reserve Fund shall be used by the City only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport, whether caused by normal wear and tear or by unusual and extraordinary occurrences including costs of painting, major repairs, renewals and replacements and damage caused by storms or other unusual causes.

(h) The moneys in the Junior Lien Obligation Debt Service Fund shall be transferred by the Trustee to the appropriate trustees or paying agents under the appropriate ordinances or resolutions authorizing the issuance of Junior Lien Obligations for the purpose of paying such amounts as may be required to be paid by such resolutions or ordinances.

Section 505. General Regulations as to Investments.

(a) All moneys held in any Fund or Account established and created under this Ordinance or the Airport Use Agreements, other than the Emergency Reserve Fund and the Airport Development Fund, shall be invested in Qualified Investments at the direction of the City Treasurer.

(b) Qualified Investments purchased as an investment of moneys in any Fund or Account established and created under this Ordinance or the Airport Use Agreements, other than the Emergency Reserve Fund and the Airport Development Fund, shall be deemed at all times to be a part of such Fund or Account. Qualified Investments so purchased shall be sold at the best price obtainable whenever it shall be necessary so to do in order to provide moneys to make any withdrawal or payment from such Fund or Account. For the purposes of any such investment, a Qualified Investment shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investment. Qualified Investments in which moneys held in any Fund or Account have been invested shall mature not later than the respective dates as estimated by the Trustee based on information provided by the City, when the moneys held for the credit of any Fund or Account will be needed.

(c) In computing the amount in any Fund or Account, obligations maturing within the three year period next succeeding the date of computation shall be valued at amortized value, and obligations maturing more than three years following the date of computation shall be valued at the lower of amortized value or market value.

(d) For purposes of this Ordinance amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated for each interest payment date after such purchase from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated for each interest payment date after such purchase to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each June 15 and December 15, or if such day is not a business day of the Trustee then on the business day of the Trustee immediately preceding such June 15 or December 15, and at

any other time required hereunder, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

ARTICLE VI

REDEMPTION OF BONDS

Section 601. Privilege of Redemption and Redemption Price. Bonds of any Series subject to redemption prior to maturity pursuant to the Supplemental Ordinance authorizing such Series shall be redeemable, upon published notice as provided in this Article, at such times, at such Redemption Prices plus interest accrued and unpaid to the redemption date and upon such terms as may be specified in such Bonds, in this Ordinance and in the Supplemental Ordinance authorizing such Series.

Section 602. Redemption at the Election or Direction of the City. In the case of any redemption of Bonds other than as provided in Section 603, the City shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the Series to be redeemed, of the principal amounts of the Bonds of each maturity of such Series to be redeemed (which redemption dates, Series, maturities and principal amounts thereof to be redeemed shall be determined by the City in its sole discretion, subject to any limitations with respect thereto contained in this Ordinance and any Supplemental Ordinance) and of any moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least 45 days prior to the redemption date or such shorter time as shall be acceptable to the Trustee. Upon the giving of such notice, the City, if it holds the amounts to be applied to the payment of the Redemption Price plus interest accrued and unpaid to the redemption date, shall pay to the Trustee or to the appropriate Paying Agents an amount in cash which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed. The City shall promptly notify the Trustee in writing of all such payments made by the City to a Paying Agent.

Section 603. Redemption Otherwise Than at City's Election or Direction. Whenever by the terms of this Ordinance or the Supplemental Ordinance authorizing any Series of Bonds the Trustee is required to redeem Bonds otherwise than at the election or direction of the City, and subject to and in accordance with the terms of this Article and, to the extent applicable, Article V, the Trustee shall select the redemption date of the Bonds to be redeemed unless otherwise specified in the Supplemental Ordinance authorizing such Bonds, and give notice of redemption in the manner prescribed in Section 605.

Section 604. Selection of Bonds to be Redeemed by Lot. In the event of redemption of less than all the Outstanding Bonds of like Series and maturity, the Trustee shall assign to each such Outstanding fully registered Bond a distinctive number for each \$5,000 of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers of all such coupon Bonds of the denomination of \$5,000 then Outstanding and the numbers assigned to such fully registered Bonds as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the coupon Bonds of the denomination of \$5,000 bearing the numbers so selected and the fully registered Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such fully registered Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. For the purpose of this Section, Bonds which have heretofore been selected by lot for redemption shall not be deemed Outstanding Bonds.

Section 605. Notice of Redemption. When the Trustee shall receive notice from the City of its election or direction to redeem Bonds pursuant to Section 602 and when redemption of Bonds is required pursuant to Section 603, the Trustee shall (but only if the funds then, or committed to be, on deposit with the Trustee and available for such purpose, shall be sufficient to pay the Redemption Price in full) give notice in the name of the City, of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed and, in the case of fully registered Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of fully registered Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue and be payable. Such notice shall be given by publication once a week for at least two successive weeks in the Authorized Newspapers, the first such publication to be not less than 30 days nor more than 45 days prior to the redemption date. The Trustee shall also mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee, and to the holder of any coupon Bond who shall have filed with the Trustee an address for notices, but such mailing

shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

Section 606. Payment of Redeemed Bonds. Notice having been given by publication in the manner provided in Section 605, the Bonds or portions thereof called for redemption shall become due and payable on the redemption date so designated at the Redemption Price therein stated, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, together with, in the case of Bonds registered otherwise than to bearer, a written instrument of transfer duly executed by the registered owner or his duly authorized attorney, and, in the case of coupon Bonds, all appurtenant coupons maturing subsequent to the redemption date, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to the redemption date not represented by coupons for matured interest installments. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If there shall be drawn for redemption less than all of a fully registered Bond, the City shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the fully registered Bond so surrendered at the option of the owner thereof, either coupon Bonds or registered Bonds of like Series and maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by any Paying Agent so as to be available therefor on said date and if notice of redemption shall have been published as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE VII

COVENANTS OF THE CITY

Section 701. Equality of Security. All Bonds, regardless of Series, date of issuance and date of sale, shall be secured by the pledge contained in Section 204; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Ordinance, so long as any Bonds remain Outstanding and unpaid.

Section 702. Equality of Bonds. All Bonds authorized hereunder shall be on a parity and rank equally without preference, priority or distinction over any other thereof as to security, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth herein to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the holders of any and all Bonds of each Series and the coupons thereto appertaining. The City covenants that it will not issue any obligations, payable from the Revenues or any other moneys pledged herein, nor voluntarily create or cause or permit to be created any debt, lien, pledge or assignment, having priority to or being on a parity with, the Bonds.

Section 703. Punctual Payment. The City covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on, all Bonds and all Sinking Fund Payments due hereunder in strict conformity with the terms of such Bonds and of this Ordinance and the Supplemental Ordinances authorizing the Bonds of each Series, and that it will faithfully observe and perform all the conditions, covenants and requirements of this Ordinance, each such Supplemental Ordinance and of the Bonds issued thereunder.

Section 704. Rate Covenant.

(a) The City covenants that it will fix and establish, and revise from time to time whenever necessary, such rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation thereof as will cause in each Fiscal Year a sufficient amount to be on deposit in the Revenue Fund to permit the deposits required by Section 503 to be made during such Fiscal Year.

(b) The City covenants that Revenues in each Fiscal Year in which Bonds are Outstanding shall equal an amount at least sufficient to produce Net Revenues for Calculation of Coverage of not less than an aggregate amount equal to the sum of (i) the amounts required by Section 503 to be deposited for such Fiscal Year in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund and (ii) one and twenty-five hundredths times the Aggregate Debt Service for the Bond Year commencing during such Fiscal Year reduced by an amount equal to any amount held in any Capitalized Interest Account for disbursement during such Bond Year to pay interest on Bonds.

Section 705. Against Pledge of Revenues. The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 204, other than the Bonds, and shall not create or cause to be created any lien or charge on Revenues, or on any other amounts pledged for the benefit of holders of Bonds under this Ordinance; provided, however, that neither this Section nor any other provision

of this Ordinance shall prevent the City from (a) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Revenues to be derived on and after such date as the pledge contained in Section 204 shall be discharged and satisfied as provided in Section 1401, or (b) from issuing bonds, notes or other evidences of indebtedness (including bonds, notes or other evidences of indebtedness evidencing loans made by the City to the Airport) which are payable out of, or secured by, the pledge of amounts which may be withdrawn from the Junior Lien Obligation Debt Service Fund.

Section 706. Offices For Servicing Bonds. The City shall at all times maintain one or more agencies in the City of Chicago, Illinois, or the City of New York, New York, where Bonds and coupons may be presented for payment, where Bonds may be presented for registration, registration of transfer or exchange and where notices, demands and other documents may be served upon the City in respect of the Bonds and coupons or of this Ordinance. The City hereby appoints the Trustee an agent for the registration, registration of transfer or exchange of Bonds and for the service upon the City of such notices, demands and other documents. The City hereby appoints each Paying Agent as an agent to maintain such agencies for the payment or redemption of Bonds and coupons.

Section 707. Insurance. The City shall maintain, or cause to be maintained, insurance with respect to the Airport (except the Land Support Area) against such casualties and contingencies and in amounts not less than is reasonably prudent. Such policies of insurance shall name the City and the Trustee as co-assureds as their interests may appear. Without limiting the foregoing, the City shall maintain, or cause to be maintained, the following insurance with respect to the Airport (except the Land Support Area):

(a) Insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form, if any, of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less

frequently than once every three years, by an architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by the City. In the event that such determination of full insurable replacement value indicates that any premises in the Airport (other than the Land Support Area) are underinsured, the City shall forthwith secure the necessary additional insurance coverage.

(b) Comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by the City, protecting the City against liability for injuries to persons and property arising out of the existence or operation of the Airport (except the Land Support Area) in limits as follows: for personal injury and bodily injury, \$100,000,000 for each occurrence and \$100,000,000 annual aggregate; and for property damage, \$100,000,000 for each occurrence and \$100,000,000 annual aggregate.

(c) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) of this Section for property damage, but any such policy may have a deductible amount not exceeding \$10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (c) by reason of co-insurance provisions or otherwise.

(d) Each policy of insurance maintained by the City under this Section shall contain a waiver of subrogation on the part of the insurer in favor of the City and the Airline Parties.

(e) If, at any time, the City is obligated under any other agreement then in effect between the City and any Airline Party to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section, then the provisions of this Section shall be subject to the applicable provisions of such other agreement.

Section 708. Use of Insurance Proceeds.

(a) If the Airport, or any portion thereof, shall be substantially damaged or destroyed by fire or other casualty, the City shall deposit with the Trustee the net proceeds of any insurance received with respect thereto, and the Trustee shall deposit such net proceeds in a special trust account or, in the case of damage to or destruction of any Capital Project then under construction, in the Project Account relating to such Capital Project. Moneys on deposit in any such special trust account or Project Account shall be disbursed in the same manner,

and subject to the same conditions, as provided in Section 403 with respect to disbursements from the Construction Fund, subject to the following additional conditions:

(i) If an Airline Party's Exclusive Use Premises or Airline's Aircraft Parking Area, as such terms are defined in the Airport Use Agreements, or any portion thereof, are damaged or destroyed by fire or other casualty, the City, after consultation with such Airline Party, shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (1) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing Airport building standards) as existed prior to the event causing such damage or destruction, or (2) such other condition, character and value as may be agreed upon by the City and such Airline Party.

(ii) If any part of the Airport other than Exclusive Use Premises, Aircraft Parking Area and Land Support Area, as such terms are defined in the Airport Use Agreements, are damaged or destroyed by fire or other casualty, the City, after consultation with such Airline Party (or its authorized representative), shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (1) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing building standards) as existed prior to the event causing such damage or destruction, (2) or such other condition, character and value as may be agreed upon by the City and a Majority-in-Interest.

(b) Any surplus insurance proceeds deposited in any such special trust account or Project Account shall be transferred or withdrawn from such special trust account or Project Account as specified by the City for any one or more of the following purposes: (i) to make transfers to one or more Project Accounts to pay the costs of other Capital Projects, (ii) to make transfers into the Debt Service Reserve Fund to make up any deficiency therein, (iii) to make transfers to the Interest Account, or (iv) to redeem Bonds in accordance with the provisions of this Ordinance.

Section 709. Annual Audit. The City covenants that it will within six months after the close of each Fiscal Year, furnish the Trustee with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such Fiscal Year. Such audit shall contain a calculation based on actual data enabling such Independent Accountant to certify that the covenant contained in Section 704(b) has

been satisfied with respect to such Fiscal Year. The City covenants that it will cause a copy of such audit to be mailed, postage prepaid, to the holders of any Bonds requesting copies thereof. Such audit shall be available for inspection at reasonable times by the holders of the Bonds at the office of the City Comptroller.

Section 710. Power to Issue Bonds and Make Pledge Contained in Section 204. The City is duly authorized under all applicable laws to issue the Bonds and to adopt this Ordinance and to make the pledge contained in Section 204 in the manner and to the extent provided. The Revenues and moneys and securities so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge contained in Section 204 and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The Bonds and the provisions of this Ordinance are and will be valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Ordinance. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 and all the rights of the Bondholders under this Ordinance against all claims and demands.

Section 711. Further Assurances. The City covenants that it will make or adopt and execute, or cause to be made, adopted and executed, any and all such further ordinances, acts, deeds, conveyances, assignments or assurances as may be reasonably required for effectuating the intention of this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance or any Supplemental Ordinance.

Section 712. Prompt Acquisition and Construction. The City covenants that upon the receipt of the proceeds of any Series issued to pay the costs of Capital Projects, the City will with reasonable dispatch proceed with the construction, installation and acquisition of such Capital Projects and that it will expeditiously complete such construction, installation and acquisition, in a good workmanlike manner, substantially in accordance with the plans and specifications therefor and in conformity with law and all requirements of all governmental agencies having jurisdiction thereover. The City will cause all materials and equipment incorporated in any such Capital Project to be of good quality, free and clear from any material faults or defects.

The City covenants that no payment will be made from the Construction Fund for labor or materials or to contractors, builders or materialmen, on account of the construction, acquisition and installation of Capital Projects, or any portion thereof, unless such portion is located on lands which are owned by the City in fee simple or over which the City shall have acquired sufficient leases, easements, servitudes or control for the purposes of such Capital Projects.

Section 713. Tax Covenants.

(a) The City covenants not to take any action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on the Bonds to be includable in gross income of the holders of the Bonds for Federal income tax purposes other than a holder who is a "substantial user" or "related person" within the meaning of such terms as defined in the Code.

(b) The City further covenants that it will not take any action or omit to take any action with respect to the investment of the proceeds of any Series or with respect to Revenues (including the payments derived under the Airport Use Agreements) which would result in causing Bonds of any Series to constitute "arbitrage bonds" within the meaning of such term as defined in the Code.

Section 714. Airport Use Agreements.

(a) The City covenants that it will operate and maintain the Airport in a manner which will entitle it at all times to charge and collect fees, charges and rentals in accordance with the Airport Use Agreements and shall take all reasonable measures permitted by law to enforce prompt payment to it of such fees, charges and rentals.

(b) The City further covenants that it will not rescind, terminate, amend or modify any Airport Use Agreement if such rescission, termination, amendment or modification would in any manner materially and adversely affect the rights or security of the holders of the Bonds. In furtherance of such covenant the City agrees that while any Bonds are Outstanding the City shall not (i) rescind or terminate any Airport Use Agreement unless an "Event of Default" under Section 24.01 thereof has occurred and is continuing; provided, however, that regardless of whether or not such an Event of Default has occurred and is continuing, the City may substitute under an Airport Use Agreement an airline engaged in an Air Transportation Business for any Airline Party, if the airline substituted for such Airline Party agrees to undertake all of the obligations and duties of the Airline Party for which it is being substituted under such Airport Use Agreement, (ii) amend any Airport Use Agreement to modify the obligation of the Airline Party under such Airport Use Agreement with respect to the payment of Airport Fees and Charges related to the deposit requirements specified in Section 503, or (iii) amend any such Airport Use Agreement in any manner which would adversely affect the City's ability to satisfy the covenant of the City contained in Section 704(b).

(c) The City further covenants not to take any action or omit to take any action which, if taken or omitted, would permit any Annual Debt Service on any Series to be excluded from General Airport Revenue Bond Debt Service, as such term is defined in the

Airport Use Agreements, or to be excluded from the relevant calculations of Airport Fees and Charges thereunder.

(d) The City covenants that it will file with the Trustee true and complete copies of each Airport Use Agreement and each amendment or supplement to any Airport Use Agreement.

ARTICLE VIII

ADMINISTRATION OF AIRPORT

Section 801. Management. The City covenants that in order to assure the efficient management and operation of the Airport and to assure the holders of the Bonds that the Airport will be economically and efficiently operated on the basis of sound business principles, it will operate and maintain the Airport under the direction of the Commissioner of Aviation. The City will not take, or allow any other person to take, any action which would cause the Federal Aviation Administrator of the Federal Aviation Administration, Department of Transportation, or any successor to the powers and authority of such Administrator, to suspend or revoke the Airport's airport operating certificate issued under the Federal Aviation Act of 1958, or any successor statute. The City will comply with all valid acts, rules, regulations, orders and directives of any governmental, legislative, executive, administrative or judicial body applicable to the Airport, unless the same shall be contested in good faith, all to the end that the Airport will remain operational at all times.

Section 802. Operation and Maintenance of Airport. The City covenants that it will use its best efforts to see that the Airport shall at all times be operated and maintained in an efficient operating condition; and such repairs shall be made thereto as shall be necessary or appropriate in the prudent management thereof to insure its economic and efficient operation at all times. The City shall cause all rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation thereof to be collected when and as due and shall prescribe and enforce rules and regulations for the payment thereof and for the consequences of nonpayment thereof. The City will, out of the Operation and Maintenance Fund, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon the Airport (excluding the Land Support Area) or upon any part thereof, or upon the Revenues, when the same shall become due, as well as any lawful claim for labor, materials, or supplies which, if unpaid, might by law become a lien or charge upon the Airport, or which might impair the security of the Bonds.

Section 803. Maintenance of Powers. The City covenants that it will at all times use its best efforts to keep the Airport open for landings and takeoffs of aircraft of any type using

facilities similar to those at the Airport and to maintain the powers, functions, duties and obligations now reposed in it pursuant to law, and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Bonds or the performance or observance of any of the covenants herein contained. If at any time the City is unable to keep the Airport open for airport purposes as herein provided, it will use its best efforts, to the extent permitted by law, to make such use (including use for other than airport purposes) and take such action with respect to the Airport so as to produce Revenues therefrom in accordance with proper and efficient business practices.

Section 804. Independent Airport Consultant. The City covenants that it will continuously employ an Independent Airport Consultant. The Independent Airport Consultant shall inspect the Airport and make reports thereon and advise and make recommendations to the City in connection with the administration, operation and maintenance thereof, including recommendations for any revisions necessary in fees, rates, and charges to comply with the provisions of this Ordinance, and shall prepare the Operation and Maintenance Expense Projection. Copies of each report and recommendation of the Independent Airport Consultant shall be sent as soon as available, but not later than 120 days prior to the commencement of each Fiscal Year, to the Commissioner of Aviation, the City Comptroller and the City Budget Director.

Section 805. Airport Budget. The City shall prepare prior to the beginning of each Fiscal Year an annual budget for the Airport setting forth for such Fiscal Year in reasonable detail, among other things, estimated Revenues and Operation and Maintenance Expenses. Such budget shall be prepared in accordance with applicable law and shall be made available to the City Council in sufficient time for it to act thereon as required by law. All Operation and Maintenance Expenses shall be reasonable and the total expenditures shall not exceed in any Fiscal Year the total expenditures thus set forth in the annual budget except to the extent approved by the City Council in accordance with law.

Section 806. Leases and Concessions. The City shall have the right for any term of years to let to any person, firm or corporation, or grant concessions or privileges in, any land of the Airport or any building or structure on such land for any purpose necessary or incidental to the operation of the Airport or for any purpose which in the opinion of the Independent Airport Consultant does not in any way interfere with the operation of the Airport.

ARTICLE IX

SPECIAL FACILITY IMPROVEMENTS

Section 901. Construction, Installation and Acquisition of Special Facility Improvements. The construction, installation and acquisition of Special Facility Improvements is hereby authorized under and pursuant to the terms and conditions hereinafter set forth in this Article.

Section 902. Authorization. Before any Special Facility Improvement shall be constructed, installed or acquired, pursuant to this Article, the City Council shall adopt an ordinance or resolution describing in reasonable detail, sufficient for identification thereof, the Special Facility Improvement to be constructed, installed or acquired, and before any Special Facility Revenue Bonds are issued, the City Council shall likewise adopt an ordinance or resolution authorizing the issuance of Special Facility Revenue Bonds to finance the cost of construction, installation, or acquisition of such Special Facility Improvement and prescribing the rights, duties, remedies, and obligations of the City and the holders, from time to time, of such Special Facility Revenue Bonds.

Section 903. Special Facility Revenue Bonds. The Special Facility Revenue Bonds authorized by the ordinance or resolution referred to in Section 902 shall be revenue bonds payable solely from rentals or other charges derived by the City under and pursuant to a Special Facility Financing Arrangement entered into by and between the City, as lessor or lender, and such person, either public or private, as shall lease, as lessee, the related Special Facility Improvement from the City, or borrow from the City to finance the construction, installation and acquisition of such Special Facility Improvement, and may be issued by the City notwithstanding the limitations, restrictions and conditions contained in this Ordinance relating to the issuance of Bonds; provided, however, that no Special Facility Revenue Bonds shall be issued by the City unless, prior thereto, there shall have been filed with the City a certificate, executed by the Independent Airport Consultant, certifying that the estimated rentals, debt service or other charges to be derived by the City under and pursuant to the related Special Facility Financing Arrangement will be at least sufficient to pay the principal of, premium, if any, and interest on, such Special Facility Revenue Bonds as the same mature and become due, all costs of operating and maintaining such Special Facility Improvement required to be paid for by the City and for which no mechanism for reimbursement to the City has been established other than pursuant to such Special Facility Financing Arrangement and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the Special Facility Revenue Bonds as the same become due; and provided, further, that no such Special Facility Revenue Bonds shall be issued by the City until the City has entered into a Special Facility Financing Arrangement which shall be for a term

at least as long as the period during which such Special Facility Revenue Bonds are outstanding and unpaid.

ARTICLE X

SUPPLEMENTAL ORDINANCES

Section 1001. Supplemental Ordinances Effective Upon Filing With the Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, which, upon the filing with the Trustee of a copy thereof certified by the City Clerk, shall be fully effective in accordance with its terms:

- (a) To close this Ordinance against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Ordinance on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;
- (b) To add to the covenants and agreements of the City in this Ordinance other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;
- (c) To add to the limitations and restrictions in this Ordinance other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;
- (d) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Ordinance;
- (e) To authorize a Series and, in connection therewith specify and determine the matters and things referred to in Section 206 or Section 207, as the case may be, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Ordinance as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;
- (f) To confirm, as further assurance, the pledge under Section 204, and the subjection to any lien, claim or pledge created or to be created by, this Ordinance; and
- (g) To modify any of the provisions of this Ordinance in any respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all

Bonds Outstanding at the date of the adoption of such Supplemental Ordinance shall cease to be Outstanding, and (ii) such Supplemental Ordinance shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Ordinance and of Bonds issued in exchange therefor or in place thereof.

Section 1002. Supplemental Ordinances Effective Upon Consent of Trustee.

(a) For any one or more of the following purposes and at any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, which, upon (i) the filing with the Trustee of a copy thereof certified by the City Clerk, and (ii) the filing with the Trustee and the City of an instrument in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

(1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Ordinance; or

(2) To insert such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable and are not contrary to or inconsistent with this Ordinance as theretofore in effect.

(3) To provide additional duties of the Trustee under this Ordinance.

(b) Any such Supplemental Ordinance may also contain one or more of the purposes specified in Section 1001, and in that event, the consent of the Trustee required by this Section shall be applicable only to those provisions of such Supplemental Ordinance as shall contain one or more of the purposes set forth in subsection (a) of this Section.

Section 1003. Supplemental Ordinances Effective With Consent of Bondholders. At any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, subject to consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Ordinance, upon the filing with the Trustee of a copy thereof certified by the City Clerk and upon compliance with the provisions of Article XI, shall become fully effective in accordance with its terms.

Section 1004. General Provisions.

(a) This Ordinance shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article and Article XI. Any such modification or amendment adopted in contravention of the rights of any Airline Party under Section 8.02(b)(vi) of that Airline

Party's Airport Use Agreement shall be ineffective as to that Airline Party. Nothing in this Article or Article XI contained shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any ordinance, resolution, act or other instrument pursuant to the provisions of Section 711 or the right or obligation of the City to execute and deliver to any Fiduciary any instrument which elsewhere in this Ordinance it is provided shall be delivered to said Fiduciary.

(b) Any Supplemental Ordinance referred to and permitted or authorized by Sections 1001 and 1002 may be adopted by the City Council without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Ordinance filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Ordinance has been duly and lawfully adopted in accordance with the provisions of this Ordinance, is authorized or permitted by this Ordinance, and is valid and binding upon the City and enforceable in accordance with its terms.

(c) The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Ordinance referred to and permitted or authorized by Sections 1001, 1002 or 1003 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel (which may be a Counsel's Opinion) that such Supplemental Ordinance is authorized or permitted by the provisions of this Ordinance.

(d) No Supplemental Ordinance shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

ARTICLE XI

AMENDMENTS

Section 1101. Mailing and Publication of Notice of Amendment.

(a) Any provision in this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid only (i) to each registered owner of then Outstanding Bonds at his address, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee, (ii) to each holder of any coupon Bond who shall have filed with the Trustee within two years preceding such mailing an address for notices, and (iii) to the Trustee.

(b) Any provision in this Article for publication of a notice or other matter shall require the publication thereof only in the Authorized Newspapers.

Section 1102. Powers of Amendment. Any modification or amendment of this Ordinance or of any Supplemental Ordinance or of the rights and obligations of the City and of the holders of the Bonds and coupons, in any particular, may be made by a Supplemental Ordinance, with the written consent given as provided in Section 1103 (a) of the holders of at least two-thirds in principal amount of the Bonds Outstanding at the time such consent is given, (b) in case less than all of the several Series of then Outstanding Bonds are affected by the modification or amendment, of the holders of at least two-thirds in principal amount of the then Outstanding Bonds of each Series so affected, and (c) in case the modification or amendment changes the terms of any Sinking Fund Payment, of the holders of at least two-thirds in principal amount of the then Outstanding Bonds of the particular Series and maturity entitled to such Sinking Fund Payment; except that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Ordinance if the same adversely affects or diminishes the rights of the holders of Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment hereof and any such determination shall be binding and conclusive on the City and all holders of Bonds.

Section 1103. Consent of Bondholders.

(a) The City may at any time adopt a Supplemental Ordinance making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. A copy of such Supplemental Ordinance (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City to Bondholders and shall be published in the Authorized Newspapers at least once a week for two successive weeks (but failure to mail such copy and request shall not affect the validity of the Supplemental Ordinance when consented to as in this Section provided). Such Supplemental Ordinance shall not be effective

unless and until (i) there shall have been filed with the Trustee (1) the written consents of holders of the percentages of Outstanding Bonds specified in Section 1102 and (2) a Counsel's Opinion stating that such Supplemental Ordinance has been duly and lawfully adopted and filed by the City in accordance with the provisions of this Ordinance, is authorized or permitted hereby and is valid and binding upon the City and enforceable in accordance with its terms and (ii) a notice shall have been published as hereinafter provided in this Section.

(b) The consent of a Bondholder to any modification or amendment shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1315. A certificate or certificates signed by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1315 shall be conclusive that the consents have been given by the holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the holder of the Bonds giving such consent and upon any subsequent holder of such Bonds and of any Bond issued in exchange therefor (whether or not such subsequent holder thereof has notice thereof) unless such consent is revoked in writing by the holder of such Bonds giving such consent or a subsequent holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this Section is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 1315. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee.

(c) At any time after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance, the Trustee shall make and file with the City and the Trustee a written statement that the holders of such required percentages of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Ordinance (which may be referred to as a Supplemental Ordinance adopted by the City Council on a stated date, a copy of which is on file with the Trustee) has been consented to by the holders of the required percentages of Bonds and will be effective as provided in this Section, may be given to Bondholders by the City by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Ordinance from becoming effective and binding as provided in this Section) and by publishing the same in the Authorized Newspapers at least once not more than 90 days after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance and the written statement of the Trustee hereinabove provided for is filed. The City shall file with the

Trustee proof of the publication of such notice and, if the same shall have been mailed to Bondholders, of the mailing thereof. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Ordinance making such amendment or modification shall be deemed conclusively binding upon the City, the Fiduciaries and the holders of all Bonds and coupons at the expiration of 40 days after the filing with the Trustee of the proof of the first publication of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Ordinance in a legal action or equitable proceeding for such purpose commenced within such 40 day period; except that any Fiduciary and the City during such 40 day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Ordinance as they may deem expedient.

Section 1104. Modifications by Unanimous Consent. The terms and provisions of this Ordinance and the rights and obligations of the City and of the holders of the Bonds and coupons hereunder may be modified or amended in any respect upon the adoption by the City Council and filing by the City of a Supplemental Ordinance and the consent of the holders of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 except that no notice to Bondholders either by mailing or publication shall be required; but no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Bondholders.

Section 1105. Exclusion of Bonds. Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 1106. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case upon demand of the holder of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the principal office of the Trustee or upon any exchange or registration of transfer of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon

any Bond issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds with all unpaid coupons, if any, appertaining thereto.

ARTICLE XII

DEFAULT AND REMEDIES

Section 1201. Events of Default. Each of the following events of default is hereby declared an "Event of Default":

(a) Payment of the principal or Redemption Price, if any, of any Bond shall not be made when and as the same shall become due, whether at maturity or upon call for redemption or otherwise;

(b) Payment of any installment of interest on any Bond shall not be made when the same shall become due;

(c) The City shall fail or refuse to comply with the provisions of this Ordinance, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or the Bonds, which materially affects the rights of the holders of the Bonds, and such failure, refusal or default shall continue for a period of 45 days after written notice thereof by the Trustee or the holders of not less than 25% in principal amount of the Outstanding Bonds; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45 day period, the time to cure shall be extended for such period as may be necessary to remedy the default with all due diligence.

Section 1202. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 1201, the Trustee shall proceed, or upon the happening and continuance of any Event of Default specified in paragraph (c) of Section 1201, the Trustee may proceed, and upon the written request of the holders of not less than 25% in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of this Section, to protect and enforce its rights and the rights of the Bondholders by such of the following remedies as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

(i) By mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including the right to require the City to receive and collect Revenues adequate to carry out the covenants and agreements as to such Revenues and the pledge contained in Section 204 and to require the City to carry out any other covenant or agreement with Bondholders and to perform its duties under this Ordinance;

(ii) By bringing suit upon the Bonds;

(iii) By action or suit in equity, require the City to account as if it were the trustee of an express trust for the Bondholders; or

(iv) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

(b) In the enforcement of any rights and remedies under this Ordinance, the Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City but only out of moneys pledged as security for the Bonds for principal, Redemption Price, interest or otherwise, under any provision of this Ordinance or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under this Ordinance for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 1203. Priority of Payments After Default.

(a) In the event that upon the happening and continuance of any Event of Default, the moneys held by any Fiduciary shall be insufficient for the payment of principal or Redemption Price, if any, and interest then due on the Bonds, such moneys (other than moneys held for the payment or redemption of particular Bonds or coupons which have theretofore become due at maturity or by call for redemption) and any other moneys received or collected by the Trustee acting pursuant to this Article, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the holders of the Bonds and for the payment of the charges and expenses and liabilities incurred and advances made by any Fiduciary in the performance of its duties under this Ordinance, shall be applied as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates with interest on such Bonds from the respective dates upon which such principal or Redemption Price became due at the rate borne by the Bonds and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the Paying Agents, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Ordinance as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be a Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Trustee shall not be required to make payment to the holder of any unpaid coupon or any Bond unless such coupon or such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 1204. Termination of Proceedings. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the

Trustee shall continue as though no such proceeding had been taken.

Section 1205. Bondholders' Direction of Proceedings.
Anything in this Ordinance to the contrary notwithstanding, the holders of the majority in principal amount of the Bonds then Outstanding shall have the right by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, except that such direction shall not be otherwise than in accordance with law or the provisions of this Ordinance, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

Section 1206. Limitation on Rights of Bondholders.

(a) No holder of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law under this Ordinance, or for the protection or enforcement of any right or remedy under this Ordinance or any right under law unless such holder shall have given to the Trustee written notice of the Event of Default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the holders of not less than 25% in principal amount of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Ordinance or for any other remedy under this Ordinance or under law. It is understood and intended that no one or more holders of the Bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right under this Ordinance or under law with respect to the Bonds under this Ordinance, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all holders of the Outstanding Bonds and coupons. Nothing in this Article contained shall affect or impair the right of any Bondholder to enforce the payment of the principal or Redemption Price, if any, of and interest on his Bonds, or the obligation of the City to pay the principal or Redemption Price, if any, of and interest on each Bond issued under this Ordinance

to the holder thereof at the time and place in said Bond and appurtenant coupons, if any, expressed.

(b) Notwithstanding anything to the contrary contained in this Section, or any other provision of this Ordinance, each holder of any Bond by his acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Ordinance, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding at least 25% in principal amount of the Bonds Outstanding, or to any suit instituted by any Bondholder for the enforcement of the payment of the principal or Redemption Price of or interest on any Bond on or after the respective due date thereof expressed in such Bond.

Section 1207. Possession of Bonds by Trustee Not Required. All rights of action under this Ordinance or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the coupons appertaining thereto or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the holders of such Bonds and coupons, subject to the provisions of this Ordinance.

Section 1208. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Bondholders by this Ordinance is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 1209. No Waiver of Default. No delay or omission by the Trustee or by any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein and every power and remedy given by this Ordinance to the Trustee and the holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 1210. Notice to Bondholders. The Trustee shall give to the Bondholders notice of each Event of Default under this Ordinance known to the Trustee within 90 days after knowledge of the occurrence thereof, unless such Event of Default shall have been remedied or cured or necessary moneys provided

before the giving of such notice; but, except in the case of default in the payment of the principal or Redemption Price, if any, of or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondholders. Each such notice shall be given by the Trustee by mailing written notice thereof: (a) to all registered holders of Bonds, as the names and addresses of such holders appear upon the books for registration and transfer of Bonds as kept by the Trustee, (b) to such Bondholders as have filed their names and addresses with the Trustee for that purpose, and (c) to such other persons as is required by law.

Section 1211. Subordination of Detached Coupons. No coupon or claim for interest appertaining to any of the Bonds which in any way at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it appertains shall, unless accompanied by such Bond, be entitled in case of an Event of Default under this Ordinance to any benefit by or from this Ordinance, except after the prior payment in full of the principal or Redemption Price, if any, of all of the Bonds then due and of all coupons and claims for interest then due not so transferred or pledged.

ARTICLE XIII

CONCERNING THE FIDUCIARIES

Section 1301. Trustee. The Trustee hereunder to be appointed shall be a bank, trust company or national banking association having the powers of a trust company doing business and having its principal office in the City of Chicago, in the State of Illinois, having a combined capital, surplus and undivided profits in excess of \$250,000,000 if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance. Unless otherwise provided in a Supplemental Ordinance adopted prior to the initial issuance of any Bonds, the Mayor is hereby authorized to appoint the Trustee by a written instrument delivered to the Trustee. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by a written instrument of acceptance addressed and delivered to the City and, the Trustee shall be deemed to have accepted such duties and obligations with respect to all Bonds thereafter to be issued; but only, however, upon the terms and conditions set forth in this Ordinance.

Section 1302. Appointment and Acceptance of Duties of Paying Agents.

(a) The City shall appoint one or more Paying Agents for the Bonds of any Series in the Supplemental Ordinance authorizing

such Bonds or shall appoint such Paying Agent or Paying Agents by ordinance or resolution of the City Council adopted prior to the authentication and delivery of such Bonds, and may at any time or from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in Section 1314 for the appointment of a successor Paying Agent. The Trustee may be appointed and may act as a Paying Agent.

(b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by written instrument of acceptance executed and delivered to the City and the Trustee.

(c) The principal or corporate trust offices of the Paying Agents are hereby designated as the respective agencies of the City for the payment of the interest on and principal or Redemption Price of the Bonds.

Section 1303. Funds Held in Trust and Security Therefor.
All moneys held by any Fiduciary, as such, at any time pursuant to the terms of this Ordinance shall be and hereby are assigned, transferred and set over unto such Fiduciary in trust for the purposes and upon the terms and conditions of this Ordinance. Subject to the provisions of Section 505 as to investment of moneys held hereunder, all moneys (not including securities) held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department or with such other banks, trust companies, or national banking associations, each having its principal place of business in the City, as may be designated by the City and approved by the Trustee. No such funds shall be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding 25% of the amount which an officer of such bank, trust company or national banking association shall certify to the Trustee and the City as the combined capital, surplus and undivided profits of such bank, trust company or national banking association. No such funds shall be deposited or remain on deposit with any bank, trust company or national banking association in excess of the amount insured by the Federal Deposit Insurance Corporation, unless (a) such bank, trust company or national banking association shall have deposited in trust with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the Trustee and the City, pledged to some other bank, trust company or national banking association, for the benefit of the City and the appropriate Fund or Account, as collateral security for the moneys deposited, Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such moneys, or (b) in lieu of such collateral security as to all or any part of such moneys, there shall have been deposited in trust with the trust department of the Trustee, for the benefit of the City and the appropriate Fund or Account, and remain in full force and effect as security for such moneys or part thereof, the indemnifying bond or bonds of a surety company or companies qualified as surety for deposits of funds of the

United States of America and qualified to transact business in the State of Illinois in a sum at least equal to the amount of such moneys or part thereof. The Trustee and every Paying Agent shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar moneys of similar size and under similar conditions or as required by law. Interest in respect of moneys or on securities in any Fund or Account shall be credited in each case to the Fund or Account in which such moneys or securities are held.

Section 1304. Responsibility of Fiduciaries. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Ordinance or of any Bonds or coupons issued thereunder or in respect of the security afforded by this Ordinance, and no Fiduciary shall incur any responsibility in respect thereof. The Trustee shall, however, be responsible for its representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the City or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or default. Neither the Trustee nor any Paying Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any one of the others.

Section 1305. Evidence on Which Fiduciaries May Act. Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any Fund or Account, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction

required or permitted to be furnished pursuant to any provision hereof by the City to any Fiduciary shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 1306. Compensation and Expenses. The City shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Ordinance, and the Fiduciaries shall have a lien therefor on any and all moneys at any time held by it under this Ordinance. The City further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, which are not due to its negligence or default.

Section 1307. Permitted Acts and Functions. Any Fiduciary may become the owner of any Bonds and coupons, with the same rights it would have if it were not such Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance, whether or not any such committee shall represent the holders of a majority in principal amount of the Bonds then Outstanding.

Section 1308. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than 60 days' written notice to the City and publishing notice thereof, specifying the date when such resignation shall take effect, once in the Authorized Newspapers. Such resignation shall take effect only upon the appointment of a successor Trustee as provided in Section 1310.

Section 1309. Removal of Trustee. The Trustee shall be removed by the City if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the City, and signed by the holders of a majority in principal amount of the then Outstanding Bonds or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the City. The City may remove the Trustee at any time, except during the existence of an Event of Default, for such cause as shall be determined in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer.

Section 1310. Appointment of Successor Trustee.

(a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or

conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the City covenants and agrees that it will thereupon appoint a successor Trustee. The City shall publish notice of any such appointment made by it in the Authorized Newspapers, such publication to be made within 20 days after such appointment.

(b) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the City written notice, as provided in Section 1308, or after a vacancy in the office of the Trustee shall have occurred by reason of its removal or inability to act, the Trustee or the holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(c) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank, trust company or national banking association meeting the requirements of Section 1301.

Section 1311. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Ordinance, shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, a written instrument of acceptance respecting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the request of the City, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Ordinance, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 1312. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger,

conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank, trust company or national banking association which is qualified to be a successor to such Fiduciary under Section 1310 or Section 1314 and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

Section 1313. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Ordinance provided that the certificate of the Trustee shall have.

Section 1314. Resignation or Removal of Paying Agents and Appointment of Successors.

(a) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving at least 60 days' written notice to the City and Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer. Any successor Paying Agent shall be appointed by the City and shall be a bank, trust company or national banking association having the powers of a trust company, having a combined capital, surplus and undivided profits in excess of \$50,000,000, and willing and able to accept the office of Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance.

(b) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor then appointed, to the Trustee. In the event that for any reason there shall be no Paying Agent at any time, the Trustee shall act as such Paying Agent.

Section 1315. Evidence of Signatures of Bondholders and Ownership of Bonds.

(a) Any request, consent or other instrument which this Ordinance may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in

person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds or coupons thereto appertaining, shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Bondholder or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary; and

(2) The amount of Bonds transferable by delivery held by any person executing such request or other instrument as a Bondholder, and the numbers and other identification thereof, and the date of his holding such Bonds, may be provided by a certificate, which need not be acknowledged or verified, satisfactory to the Trustee, executed by an officer of a trust company, bank, financial institution or other depository or member of the National Association of Securities Dealers, Inc. wherever situated, showing that at the date therein mentioned such person exhibited to such officer or had on deposit with the Trustee the Bonds described in such certificate. Continued ownership after the date stated in such certificate may be proved by the presentation of such certificate if the certificate contains a statement by such officer that the Trustee held the Bonds therein referred to on the date of the certificate and that they will not be surrendered without the surrender of the certificate to the Trustee, except with the consent of the Trustee, and a certificate of the Trustee, which need not be acknowledged or verified, that such consent has not been given.

(b) The ownership of Bonds registered otherwise than to bearer and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books. Any request, consent or vote of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the City or any Fiduciary in accordance therewith.

Section 1316. Preservation and Inspection of Documents.
All documents received by any Fiduciary under the provisions of this Ordinance shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City, any other Fiduciary and any Bondholder and their agents and their representatives, any of whom may make copies thereof.

ARTICLE XIV

MISCELLANEOUS

Section 1401. Defeasance.

(a) If the City shall pay or cause to be paid to the holders of all Bonds and coupons, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein, in this Ordinance and the Supplemental Ordinances authorizing such Bonds, then the pledge contained in Section 204 and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Accounts, Funds and other moneys or securities held by them pursuant to this Ordinance which are not required for the payment or redemption of Bonds or coupons not theretofore surrendered for such payment or redemption.

(b) Bonds or coupons or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by Fiduciaries (through deposit by the City of moneys for such payment or redemption or otherwise) shall, at the maturity or upon the date upon which such Bonds have been duly called for redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section. Bonds and all coupons appertaining to such Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Obligations the principal of and the interest on which when due (without reinvestment thereof) will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if any, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds

are not by their terms subject to redemption within the next succeeding 45 days, the City shall have given the Trustee, in form satisfactory to it, irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven days between publications, in the Authorized Newspapers a notice to the holders of such Bonds and coupons that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds and coupons are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, of said Bonds. Neither such Federal Obligations or moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if any, of and interest on said Bonds; but any cash received from such principal or interest payments on such Federal Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in such Federal Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if any, and interest due and to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Trustee, free and clear of any trust, assignment, lien or pledge.

Section 1402. Funds Held for Particular Bonds and Coupons.

(a) The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price or accrued interest due on any date with respect to particular Bonds or coupons shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the holders of the Bonds and coupons entitled thereto and for the purposes of this Ordinance, such interest, principal or Redemption Price, after the due date thereof shall no longer be considered to be unpaid.

(b) If, through the deposit of moneys by the City or otherwise, the Fiduciaries shall hold, pursuant to this Ordinance, moneys sufficient to pay the principal and interest to maturity on all Outstanding Bonds and coupons, or in the case of Bonds in respect of which the City shall have taken all action necessary to redeem prior to maturity, sufficient to pay the Redemption Price and interest to such redemption date, then at the request of the City all moneys held by any Paying Agent shall be paid over to the Trustee and, together with other moneys held by it hereunder, shall be held by the Trustee for the payment or redemption of Outstanding Bonds and coupons.

(c) Anything in this Ordinance to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment

and discharge of any of the Bonds or coupons which remain unclaimed for six years after the date when all of the Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when all of the Bonds became due and payable, shall, at the written request of the City, be repaid by the Fiduciary to the City, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged; but, before being required to make any such payment to the City, the Fiduciary shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in the Authorized Newspapers notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than ten nor more than 20 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the City.

Section 1403. No Recourse Under Ordinance or on Bonds. All covenants, stipulations, promises, agreements and obligations of the City contained in this Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any officer or employee of the City in his individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Ordinance against any officer or employee of the City or any natural person executing the Bonds.

Section 1404. Conflict. All ordinances and resolutions or parts of ordinances and resolutions or other proceedings of the City in effect as of the date hereof and in conflict herewith be and the same are repealed insofar as such conflict exists.

Section 1405. Publication; Effective Date. The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form. This Ordinance shall take effect immediately upon its enactment.

3/22/83

3/24/83

CITY OF CHICAGO

First Supplemental Ordinance Authorizing
the Issuance and Sale of
Chicago-O'Hare International Airport
General Airport Revenue Bonds, 1983 Series A and B

[Page numbers in Table of Contents and at
the bottom of the pages are internal document
references and do not correspond to page
numbers of this Journal.]

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FIRST SUPPLEMENTAL ORDINANCE AUTHORIZING THE
ISSUANCE AND SALE OF CHICAGO-O'HARE
INTERNATIONAL AIRPORT GENERAL AIRPORT
REVENUE BONDS, 1983 SERIES A AND B

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

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.1. Authority for First Supplemental Ordinance.
This First Supplemental Ordinance is a Supplemental Ordinance within the meaning of, and is adopted pursuant to, and in accordance with, the provisions of Section 1001(e) of the General Airport Revenue Bond Ordinance and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois.

Section 1.2. Definitions.

(a) Except as provided in Section 1.3, all defined terms contained in the General Airport Revenue Bond Ordinance shall have the same meanings, respectively, in this First Supplemental Ordinance as such defined terms are given in the General Airport Revenue Bond Ordinance.

(b) As used in this First Supplemental Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

"Airport Use Agreements" means the Airport Use Agreements and Terminal Facility Leases, dated as of February 1, 1983, by and between the City and each of the following airlines: American Airlines, Inc., Delta Air Lines, Inc., Northwest Orient Airlines, Inc., Trans World Airlines, Inc., United Airlines, Inc. and U.S. Air, Inc.

"Delta Special Facility Use Agreement" means the Special Facility Use Agreement, dated as of August 1, 1982, as supplemented by a First Supplemental Special Facility Use Agreement, dated as of November 15, 1982, by and between the City and Delta Air Lines, Inc.

"First Supplemental Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented.

"General Airport Revenue Bond Ordinance" means the ordinance adopted by the City Council of the City on March __, 1983, entitled "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds."

"1983 Series A Bonds" means the Bonds of the Series authorized by Section 2.2 and designated 1983 Series A.

"1983 Series B Bonds" means the Bonds of the Series authorized by Section 2.3 and designated 1983 Series B.

"1959 Bond Ordinance" means the ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal and interest on said bonds," adopted by the City Council of the City on December 29, 1958, as supplemented by ordinances adopted by the City Council of the City on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 25, 1970, and August 30, 1972, authorizing, securing, and confirming the sale to the respective purchasers thereof of the Series 1959 Bonds.

"Series 1983 Bonds" means, collectively, the 1983 Series A Bonds and the 1983 Series B Bonds.

Section 1.3. Interpretation. The interpretation of this First Supplemental Ordinance, unless the context otherwise requires, shall be governed by the provisions of Section 103 of the General Airport Revenue Bond Ordinance except that in this First Supplemental Ordinance (a) the terms "hereby," "hereof," "hereto," "hereunder," "herein" and any similar terms used herein refer to this First Supplemental Ordinance, (b) the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this First Supplemental Ordinance and (c) Articles and Sections mentioned herein by number only are the respective Articles and Sections of this First Supplemental Ordinance.

ARTICLE II

AUTHORIZATION, TERMS AND ISSUANCE OF SERIES 1983 BONDS

Section 2.1. Maximum Principal Amount of Series 1983 Bonds. The maximum aggregate principal amount of Series 1983 Bonds which may be issued under this First Supplemental Ordinance shall not exceed \$175,000,000.

Section 2.2. Authorization of 1983 Series A Bonds,
Maximum Principal Amount, Designation and Series.

(a) A Series of Bonds is hereby authorized to be issued in an aggregate principal amount of not exceeding \$40,000,000 pursuant to and in accordance with, and subject to the terms, conditions and limitations established in, the General Airport Revenue Bond Ordinance and this First Supplemental Ordinance for financing the cost of the purposes specified in Section 2.5(a). In addition to the title "Chicago-O'Hare International Airport General Airport Revenue Bonds" such Series of Bonds shall bear the additional designation "1983 Series A." The 1983 Series A Bonds may be issued in coupon form registrable as to principal only or in fully registered form without coupons.

(b) The 1983 Series A Bonds shall be dated April 1, 1983, except as provided in Section 301 of the General Airport Revenue Bond Ordinance, shall mature not later than January 1, 2018, and shall bear interest from their issue date payable January 1, 1984 and semiannually thereafter on January 1 and July 1 in each year at a rate or rates not in excess of 12% per annum, provided that the Annual Debt Service due in any Bond Year with respect to the 1983 Series A Bonds shall not exceed \$6,000,000.

(c) Subject to the limitations set forth in this Section and Section 2.1, authority is hereby delegated to the Mayor and the Chairman of the Committee on Finance of the City Council, acting jointly, to determine the aggregate principal amount of 1983 Series A Bonds to be issued, the maturities thereof and the rate or rates of interest payable on the 1983 Series A Bonds.

(d) With respect to any 1983 Series A Bonds which shall be redeemed, in part, by application of Sinking Fund Payments as provided in the General Airport Revenue Bond Ordinance, subject to the limitations set forth in this Section, the Mayor and the Chairman of the Committee on Finance of the City Council, acting jointly, are hereby delegated the authority to fix and determine the schedule of Sinking Fund Payments to be applied to the mandatory redemption of such 1983 Series A Bonds. Such 1983 Series A Bonds shall be redeemed by the City in accordance with such schedule at a Redemption Price equal to the principal amount of each 1983 Series A Bond to be redeemed, without premium. Notice of such redemption shall be published as prescribed in Article VI of the General Airport Revenue Bond Ordinance.

(e) The 1983 Series A Bonds maturing on and after January 1, 1995, shall be subject to redemption at the option of the City, on or after January 1, 1994, as a whole at any time or in part on any Payment Date, and if in part in inverse order of maturity and within any maturity by lot, upon notice as provided in Article VI of the General Airport Revenue Bond Ordinance, at a Redemption Price equal to the principal amount of each 1983 Series A Bond redeemed and, if such 1983 Series A Bond is to be redeemed during any period shown in the following table, the redemption premium, expressed as a percentage of such principal

amount, set opposite such period in said table, plus accrued interest to the redemption date:

<u>Period</u> <u>(both dates inclusive)</u>	<u>Redemption Premium</u> <u>(expressed as a percentage)</u>
January 1, 1994 to December 31, 1994	3 %
January 1, 1995 to December 31, 1995	2 1/2
January 1, 1996 to December 31, 1996	2
January 1, 1997 to December 31, 1997	1 1/2
January 1, 1998 to December 31, 1998	1
January 1, 1999 to December 31, 1999	1/2
January 1, 2000 and thereafter	None

Section 2.3. Authorization of 1983 Series B Bonds,
Maximum Principal Amount, Designation and Series.

(a) A Series of Bonds is hereby authorized to be issued in an aggregate principal amount of not exceeding \$160,000,000 pursuant to and in accordance with, and subject to the terms, conditions and limitations established in, the General Airport Revenue Bond Ordinance and this First Supplemental Ordinance for financing the cost of the purposes specified in Section 2.5(b). In addition to the title "Chicago-O'Hare International Airport General Airport Revenue Bonds" such Series of Bonds shall bear the additional designation "1983 Series B." The 1983 Series B Bonds may be issued in coupon form registrable as to principal only or in fully registered form without coupons.

(b) The 1983 Series B Bonds shall be dated April 1, 1983, except as provided in Section 301 of the General Airport Revenue Bond Ordinance, shall mature not later than January 1, 2018, and shall bear interest from their issue date payable January 1, 1984 and semiannually thereafter on January 1 and July 1 in each year at a rate or rates not in excess of 12% per annum, provided that the Annual Debt Service due in any Bond Year with respect to the 1983 Series B Bonds shall not exceed \$22,000,000.

(c) Subject to the limitations set forth in this Section and Section 2.1, authority is hereby delegated to the Mayor and the Chairman of the Committee on Finance of the City Council, acting jointly, to determine the aggregate principal amount of 1983 Series B Bonds to be issued, the maturities thereof and the rate or rates of interest payable on the 1983 Series B Bonds.

(d) With respect to any 1983 Series B Bonds which shall be redeemed, in part, by application of Sinking Fund Payments as provided in the General Airport Revenue Bond Ordinance, subject to the limitations set forth in this Section, the Mayor and the Chairman of the Committee on Finance of the City Council, acting jointly, are hereby delegated the authority to fix and determine the schedule of Sinking Fund Payments to be applied to

the mandatory redemption of such 1983 Series B Bonds. Such 1983 Series B Bonds shall be redeemed by the City in accordance with such schedule at a Redemption Price equal to the principal amount of each 1983 Series B Bond to be redeemed, without premium. Notice of such redemption shall be published as prescribed in Article VI of the General Airport Revenue Bond Ordinance.

(e) The 1983 Series B Bonds maturing on and after January 1, 1995, shall be subject to redemption at the option of the City, on or after January 1, 1994, as a whole at any time or in part on any Payment Date, and if in part in inverse order of maturity and within any maturity by lot, upon notice as provided in Article VI of the General Airport Revenue Bond Ordinance, at a Redemption Price equal to the principal amount of each 1983 Series B Bond redeemed and, if such 1983 Series B Bond is to be redeemed during any period shown in the following table, the redemption premium, expressed as a percentage of such principal amount, set opposite such period in said table, plus accrued interest to the redemption date:

<u>Period</u> <u>(both dates inclusive)</u>	<u>Redemption Premium</u> <u>(expressed as a percentage)</u>
January 1, 1994 to December 31, 1994	3 %
January 1, 1995 to December 31, 1995	2 1/2
January 1, 1996 to December 31, 1996	2
January 1, 1997 to December 31, 1997	1 1/2
January 1, 1998 to December 31, 1998	1
January 1, 1999 to December 31, 1999	1/2
January 1, 2000 and thereafter	None

Section 2.4. Determination to Redeem Series 1959 Bonds;
Notice. In accordance with Article IV of the 1959 Bond Ordinance, the City hereby determines on or prior to the date of issuance of the 1983 Series A Bonds to redeem all of the Series 1959 Bonds currently outstanding. The City Comptroller is hereby authorized and directed upon execution and delivery of the Contract of Purchase referred to in Section 5.1(a) to cause notice of redemption of the Series 1959 Bonds to be published and mailed in the form and manner specified in Section 4.02 of the 1959 Bond Ordinance.

Section 2.5. Purposes.

(a) Pursuant to Section 203 of the General Airport Revenue Bond Ordinance, the 1983 Series A Bonds are to be issued for the following purposes:

(i) the redemption of Series 1959 Bonds, including the payment or repayment of any obligation incurred by the City for the purpose of redeeming the Series 1959 Bonds;

(ii) the deposit of moneys in the Debt Service Reserve Fund; and

(iii) the payment of the Costs of Issuance of the 1983 Series A Bonds.

(b) Pursuant to Section 203 of the General Airport Revenue Bond Ordinance, the 1983 Series B Bonds are to be issued for the following purposes:

(i) the payment, or the reimbursement for the payment, without duplication of amounts paid pursuant to clause (iii) below, of all or a portion of the costs of the designing, constructing and equipping of the Capital Projects (reference codes are to the Airport Development Plan) set forth in the following schedule:

<u>CAPITAL PROJECT</u>	<u>REFERENCE CODE</u>
32L/9R Parallel Taxiways	AF-3
14R/32L Parallel Taxiways	AF-4
Inner/Outer Taxiway F through H Relocation	AF-5
Inner/Outer Taxiway B/C Relocation	AF-6
Utility Relocations B/C Apron	AF-7
Inner/Outer Taxiway K/L Relocation (including Site Preparation Southeast Service Area)	AF-8
B/C Apron	AF-9
L Apron	AF-10
Cargo Apron Replacement	AF-11
Military Site Acquisition	AF-13
Replacement Crash-Fire-Rescue Station #1	AF-14
Airport Maintenance Complex	AF-15
Terminal 1	TA-1
B/C Satellite	TA-3
Terminal 3A/Concourse L	TA-4
Electric Relocation	TA-5

CAPITAL PROJECTREFERENCE CODE

Utilities at Central Terminal Area	TA-6
Terminal 2/3 Additions (including Security Additions Concourses E/F, G & H/K)	TA-7
Cargo and Freight Forwarder Relocations	TA-8/IT-5
Heating and Refrigeration Plant Expansion	TA-9/IT-4
Relocated Federal Inspection Service Facility	TA-10
Central Terminal Curbfront Expansion	TS-1
North-West Tollway Connection/Wolf to Zemke	TS-3
Dedicated Guideway Transit Inter-Terminal	TS-6
Dedicated Guideway Transit East Remote Parking	TS-7
Heating and Refrigeration Tunnels	IT-3
Management Consulting Services	*

*/ Applicable to Airport Development Plan but not allocated
to Capital Projects.

(ii) the payment, or the reimbursement for the payment of, the costs of architectural and engineering management and supervisory consulting services;

(iii) the payment of amounts required to be paid pursuant to Article IX of the Delta Special Facility Use Agreement which is to be used to refund a portion of the Series 1982 Bonds;

(iv) the deposit of moneys in the Debt Service Reserve Fund and the 1983 Series B Capitalized Interest Account; and

(v) the payment of Costs of Issuance of the 1983 Series B Bonds.

Section 2.6. Denominations, Numbers and Letters. The Series 1983 Bonds shall be issued in the denomination of \$5,000 in the case of coupon Series 1983 Bonds, and in the denomination of \$5,000, or any integral multiple thereof, in the case of fully registered Series 1983 Bonds without coupons. Each 1983 Series A Bond in coupon form shall be lettered "A", each 1983 Series B Bond in coupon form shall be lettered "B", each 1983 Series A Bond in fully registered form without coupons shall be lettered "AR" and each 1983 Series B Bond in fully registered form without coupons shall be lettered "BR", in each case followed by the last two digits of the year in which such Series 1983 Bond matures and the number of such Series 1983 Bond. Series 1983 Bonds in coupon form so lettered and bearing the same digits of the year of maturity shall be numbered consecutively from one upwards for each such year of maturity and Series 1983 Bonds in fully registered form so lettered and bearing the same digits of the year of maturity shall be numbered consecutively from one upwards in order of issuance for each such year of maturity.

Section 2.7. Trustee. Pursuant to Section 1301 of the General Airport Revenue Bond Ordinance, Harris Trust and Savings Bank, a bank, trust company or national banking association having the powers of a trust company doing business and having its principal office in the City of Chicago, State of Illinois, is hereby named as Trustee under the General Airport Revenue Bond Ordinance.

Section 2.8. Paying Agents. Pursuant to Section 1302 of the General Airport Revenue Bond Ordinance, the Trustee and Citibank, N.A., a bank, trust company or national banking association having the powers of a trust company doing business or having an office in the Borough of Manhattan, City and State of New York, are hereby appointed as Paying Agents for the Series 1983 Bonds.

ARTICLE III

APPLICATION OF PROCEEDS OF SERIES 1983 BONDS AND ESTABLISHMENT OF ACCOUNTS

Section 3.1. Application of Proceeds of Series 1983 Bonds. The proceeds of the Series 1983 Bonds shall be applied for the purposes set forth in Section 2.5 in the manner provided in this Article.

Section 3.2. Redemption of Series 1959 Bonds; Deposit of Moneys. The proceeds of the 1983 Series A Bonds required for the redemption of Series 1959 Bonds shall be deposited with The First National Bank of Chicago, as depository, in trust under the 1959 Ordinance, to be used in accordance with the terms of the 1959 Ordinance to redeem the Series 1959 Bonds or to repay any obligation incurred by the City for the purpose of redeeming the Series 1959 Bonds.

Section 3.3. Debt Service Reserve Fund. Upon receipt of the proceeds of the sale of the Series 1983 Bonds, there shall be deposited from such proceeds in the Debt Service Reserve Fund the amounts stated in the respective Certificates delivered in connection with the issuance of the 1983 Series A Bonds and the 1983 Series B Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

Section 3.4. Establishment of 1983 Series B Capitalized Interest Account. There is hereby established in accordance with Section 401 of the General Airport Revenue Bond Ordinance an Account to be designated as the "1983 Series B Capitalized Interest Account." There shall be deposited from the proceeds of the sale of the 1983 Series B Bonds in the 1983 Series B Capitalized Interest Account an amount equal to the amount stated in the Certificate delivered in connection with the issuance of the 1983 Series B Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

Section 3.5. Establishment of Project Accounts. Project Accounts are hereby established for the payment of Costs of Issuance of the 1983 Series A Bonds, for each of the Capital Projects listed in Section 2.5 and a design project account for costs associated with the design of Capital Projects with respect to the Airport Development Plan. Upon receipt of the proceeds of the sale of the Series 1983 Bonds there shall be deposited from such proceeds in each such Project Account the amount set forth in the Certificate delivered in connection with the issuance of the Series 1983 Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

Section 3.6. Series 1982 Bonds Escrow. Continental Illinois National Bank and Trust Company of Chicago is hereby appointed escrow holder for the deposit of moneys for the refunding of Series 1982 Bonds. The form of escrow deposit agreement attached to this First Supplemental Ordinance as Exhibit A is hereby approved in all respects. The Mayor is hereby authorized and directed to execute and deliver an escrow deposit agreement in substantially the form of Exhibit A together with such changes and completions thereof as may be approved by the Mayor, the execution thereof to constitute conclusive evidence of the approval of such changes and completions. From and after the execution and delivery of such escrow deposit agreement, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such escrow deposit agreement. Upon the receipt of the proceeds of the sale of the 1983 Series B Bonds there shall be deposited from such proceeds with such escrow holder an amount equal to the amount stated for such purpose in the Certificate delivered in connection with the issuance of the 1983 Series B Bonds pursuant to Section 206(e) of the General Airport Revenue Bond Ordinance.

ARTICLE IV

FORMS OF SERIES 1983 BONDS

Section 4.1. Form of Series 1983 Coupon Bonds and Coupons. Subject to the provisions of the General Airport Revenue Bond Ordinance, each coupon Series 1983 Bond, the coupons to be attached thereto, and the provisions for registration to be endorsed thereon shall be, respectively, in substantially the following forms, with such insertions or variations as to Series and any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted by the General Airport Revenue Bond Ordinance:

(FORM OF COUPON BOND)

No. _____

CITY OF CHICAGO
CHICAGO-O'HARE INTERNATIONAL AIRPORT
GENERAL AIRPORT REVENUE BOND, 1983 SERIES _

The CITY OF CHICAGO (hereinafter sometimes called the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay, from the sources and in the manner hereinafter provided, to the bearer, or, if this Bond be registered as herein provided, to the registered owner hereof, upon presentation and surrender of this Bond, the principal sum of Five Thousand Dollars (\$5,000) on the first day of January, ____, unless redeemed prior thereto as herein-after provided, and to pay interest thereon from the date hereof to the date of maturity or earlier redemption of this Bond, at the rate of ____ per centum (____%) per annum, payable on January 1, 1984 and semiannually thereafter on each January 1 and July 1 until the City's obligation with respect to the payment of such principal sum shall be discharged, but only with respect to interest due on or before the maturity of this Bond according to the tenor and upon presentation and surrender of the attached coupons as they respectively become due and payable. Both principal and redemption premium, if any, of and interest on this Bond are payable in lawful money of the United States of America at the principal corporate trust office of the Trustee herein-after mentioned, in the City of Chicago, State of Illinois, or its successor as trustee, or, at the option of the holder, at the principal corporate trust office of Citibank, N.A., in the Borough of Manhattan, City and State of New York. The principal of this Bond, if registered, is payable only at the principal corporate trust office of Harris Trust and Savings Bank in the City of Chicago, State of Illinois, as trustee, or its successor as trustee, under the ordinance adopted by the City Council of the

City on _____, 1983, and entitled "An Ordinance Authorizing The Issuance By The City Of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds" (herein called the "Bond Ordinance"), in like money. Harris Trust and Savings Bank, or its successor as trustee, is herein called the "Trustee".

This Bond is one of a duly authorized issue of bonds of the City designated as its "Chicago-O'Hare International Airport General Airport Revenue Bonds" (herein called the "Bonds"), issued and to be issued in various series under and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the Bond Ordinance and the supplemental ordinances authorizing the issuance of such series.

The Bonds are limited obligations of the City payable solely from Revenues (as such term is defined in the Bond Ordinance) derived by the City from the use and operation of Chicago-O'Hare International Airport and certain other moneys and securities held by the Trustee and are entitled to the pledge under the Bond Ordinance of all Revenues and all moneys and securities held or set aside or to be held or set aside pursuant to the Bond Ordinance, subject only to the provisions of the Bond Ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth therein. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal and redemption premium, if any, of, and interest on, the Bonds.

As provided in the Bond Ordinance, Bonds may be issued from time to time pursuant to supplemental ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Ordinance. The aggregate principal amount of Bonds which may be issued pursuant to the Bond Ordinance is not limited and all Bonds issued and to be issued pursuant to the Bond Ordinance are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Bond Ordinance.

This Bond is one of a series of Bonds designated "1983 Series _____ Bonds" (herein called the "1983 Series _____ Bonds"), issued in the aggregate principal amount of \$ _____ pursuant to the Bond Ordinance and the supplemental ordinance adopted by the City Council of the City on _____, 1983, entitled "First Supplemental Ordinance Authorizing the Issuance and Sale of Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A and B" (said ordinances being herein collectively called the "Ordinances"), for purposes authorized by the Bond Ordinance. Copies of the Ordinances are on file at the office of the City Clerk and at the principal corporate trust

office of the Trustee and reference to the Ordinances and any and all supplemental ordinances thereto and modifications and amendments thereof is made for a description of the pledges and covenants securing the 1983 Series ___ Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the bearers or registered owners of the 1983 Series ___ Bonds with respect thereto and the terms and conditions upon which the Bonds are issued and may be issued thereunder.

To the extent and in the manner permitted by the terms of the Ordinances, the provisions of the Ordinances or any ordinance amendatory thereof or supplemental thereto may be modified or amended by the City with the written consent of the holders of at least two-thirds in principal amount of the Bonds then outstanding or, in case less than all of the series of Bonds would be affected thereby, with such consent of the holders of at least two-thirds in principal amount of the Bonds of each series so affected then outstanding, or, in the case of a change in the schedule of Sinking Fund Payments (as defined in the Bond Ordinance), with such consent of the holders of at least two-thirds in principal amount of the outstanding Bonds affected thereby; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. The pledge of Revenues and other moneys and securities under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provisions for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond is transferable by delivery except when registered as to principal otherwise than to bearer. It may be registered as to principal in the name of the owner on the books of the City kept for that purpose at the principal corporate trust office of the Trustee, such registration to be noted hereon, after which no transfer hereof shall be valid unless made on said books by the registered owner in person, or by his attorney duly authorized in writing, and similarly noted hereon; but this Bond may be discharged from registration by being in like manner transferred to bearer, after which it shall again become transferable by delivery; and this Bond may again and from time to time be registered or discharged from registration in the same manner. Registration of this Bond shall not affect the negotiability of the coupons, which shall continue to be payable to bearer and transferable by delivery.

The 1983 Series ___ Bonds are issuable in the form of coupon Bonds in the denomination of \$5,000 and in the form of registered Bonds without coupons in the denomination of \$5,000, or an integral multiple thereof. Coupon 1983 Series ___ Bonds, upon surrender thereof at the principal corporate trust office of the Trustee, with all unmatured coupons attached, may, at the option of the holder thereof, be exchanged for an equal aggregate

principal amount of registered 1983 Series _ Bonds of the same maturity of any of the authorized denominations, in the manner, subject to the conditions, and upon the payment of the charges, if any, provided in the Ordinances. In like manner, subject to such conditions and upon the payment of such charges, if any, registered 1983 Series _ Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of 1983 Series _ Bonds, with appropriate coupons attached, or of 1983 Series _ Bonds without coupons of any other authorized denominations, of the same maturity.

The 1983 Series _ Bonds maturing on January 1, _____, [and on January 1, _____, respectively,] are subject to mandatory redemption, in part, by lot, as provided in the Ordinances from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

1983 Series _ Bonds
Due
Year Amount

\$

[1983 Series _ Bonds
Due
Year Amount]

\$

The 1983 Series _ Bonds maturing on or after January 1, _____ are subject to redemption otherwise than from such mandatory Sinking Fund Payments, at the option of the City, on or after January 1, _____, as a whole at any time, or in part on any interest payment date, and if in part in inverse order of maturity and within any maturity by lot, at a redemption price equal to the principal amount of each 1983 Series _ Bond to be redeemed, plus if such 1983 Series _ Bond is to be redeemed in any period shown below, the redemption premium, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date of redemption:

Period
(both dates inclusive)

Redemption Premium
(expressed as a percentage)

In the event that any or all of the 1983 Series Bonds are to be redeemed, notice of such redemption (a) shall be given by publication once a week for at least two successive weeks in not less than two newspapers or financial journals printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five days in each calendar week, one of which is of general circulation in the City of Chicago, State of Illinois, and the other of which is of general circulation in the Borough of Manhattan, City and State of New York, as provided in the Ordinances, the first such publication to be not less than 30 days nor more than 45 days prior to the redemption date, and (b) shall be mailed, postage prepaid, not less than 30 days before the redemption date to the registered owners of any 1983 Series Bonds or portions of the 1983 Series Bonds to be redeemed, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of the 1983 Series Bonds. Notice of redemption having been given, as aforesaid, the 1983 Series Bonds or portions thereof so called for redemption, shall become due and payable on the redemption date so designated at the applicable redemption price herein provided, plus interest accrued and unpaid to the redemption date, and from and after the redemption date so designated, interest on the 1983 Series Bonds, or portions thereof so called for redemption, shall cease to accrue and become payable to the holders or registered owners entitled to payment thereof on such redemption, and the coupons for interest appertaining to coupon 1983 Series Bonds maturing subsequent to the redemption date shall be void.

This 1983 Series Bond is fully negotiable for all purposes of the Uniform Commercial Code (Chapter 26 of the Illinois Revised Statutes), and each holder or owner of this 1983 Series Bond, or of any coupon appurtenant hereto, by accepting this 1983 Series Bond or coupon shall be conclusively deemed to have agreed that this 1983 Series Bond or coupon is fully negotiable for those purposes.

No recourse shall be had for the payment of the principal or redemption price of or interest on the Bonds or for any claim based thereon or on the Ordinances against any officer or employee of the City or any natural person executing the Bonds.

Neither this Bond nor any coupons for interest thereon shall be entitled to any security or benefit under the Ordinances or be valid and become obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the constitution and statutes of the State of Illinois and the Ordinances to exist, to have happened and to have been performed precedent to and in the issuance of this 1983 Series Bond, exist, have happened and have been performed in due time, form and manner as required by

law and that the issue of the 1983 Series Bonds, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the City of Chicago has caused this 1983 Series Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its City Clerk and the interest coupons hereto attached to be executed by the facsimile signature of said Mayor, all as of the 1st day of April, 1983.

CITY OF CHICAGO

By _____ Mayor

[SEAL]

Attest:

By _____ City Clerk

(FORM OF COUPON)

No. _____ \$ _____

The CITY OF CHICAGO, a municipal corporation of the State of Illinois on _____, _____ (unless the Bond hereinafter mentioned shall have been duly called for previous redemption and payment of the redemption price made or duly provided for), will pay, from the sources specified in said Bond, to bearer the amount shown hereon in lawful money of the United States of America, at the principal corporate trust office of Harris Trust and Savings Bank, in the City of Chicago, State of Illinois, or, at the option of the holder, at the principal corporate trust office of Citibank, N.A. in the Borough of Manhattan, City and State of New York, upon presentation and surrender of this coupon, being the interest then due on its Chicago-O'Hare International Airport General Airport Revenue Bond, 1983 Series __, dated April 1, 1983, No. __.

By _____ Mayor

(FORM OF PROVISIONS FOR REGISTRATION)
(No writing below except by the Trustee as Registrar.)

<u>Date of Registration</u>	<u>Name of Registered Owner</u>	<u>Authorized Signature</u>

Section 4.2. Form of Series 1983 Registered Bonds.
Subject to the provisions of the General Airport Revenue Bond Ordinance, each registered Series 1983 Bond without coupons and the form of assignment thereof shall be in substantially the following forms, with such insertions or variations as to Series and any redemption or amortization provisions and such other insertions or omissions, endorsements and variations as may be required or permitted by the General Airport Revenue Bond Ordinance:

(FORM OF REGISTERED BOND)

No. ____

CITY OF CHICAGO
CHICAGO-O'HARE INTERNATIONAL AIRPORT
GENERAL AIRPORT REVENUE BOND, 1983 SERIES ____

The CITY OF CHICAGO (hereinafter sometimes called the "City"), a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay, from the sources and in the manner hereinafter provided, to _____ or registered assigns, upon presentation and surrender of this Bond, the principal sum of _____ (\$ _____), on the first day of January, _____, unless redeemed prior thereto as hereinafter provided, and to pay the registered owner hereof interest thereon from the date hereof to the date of maturity or earlier redemption of this Bond, at the rate of _____ per centum (____%) per annum, payable on January 1, 1984 and semiannually thereafter on each January 1 and July 1 until the City's obligation with respect to the payment of such principal sum shall be discharged, at the principal corporate trust office in the City of Chicago, State of Illinois of the Trustee hereinafter mentioned. Both principal and redemption premium, if any, of and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of a duly authorized issue of bonds of the City designated as its "Chicago-O'Hare International Airport

General Airport Revenue Bonds" (herein called the "Bonds"), issued and to be issued in various series under and pursuant to Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, and the ordinance adopted by the City Council of the City on _____, 1983, entitled "An Ordinance Authorizing The Issuance By The City of Chicago Of Its Chicago-O'Hare International Airport General Airport Revenue Bonds, And Providing For The Payment Of And Security For Said Bonds" (herein called the "Bond Ordinance") and the supplemental ordinances authorizing the issuance of such series.

The Bonds are limited obligations of the City payable solely from Revenues (as such term is defined in the Bond Ordinance) derived by the City from the use and operation of Chicago-O'Hare International Airport and certain other moneys and securities held by the Trustee and are entitled to the pledge under the Bond Ordinance of all Revenues and all moneys and securities held or set aside or to be held or set aside pursuant to the Bond Ordinance, subject only to the provisions of the Bond Ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth therein. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the full faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal and redemption premium, if any, of, and interest on, the Bonds.

As provided in the Bond Ordinance, Bonds may be issued from time to time pursuant to supplemental ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Bond Ordinance. The aggregate principal amount of Bonds which may be issued pursuant to the Bond Ordinance is not limited and all Bonds issued and to be issued pursuant to the Bond Ordinance are and will be equally secured by the pledges and covenants made therein, except as otherwise expressly provided or permitted in the Bond Ordinance.

This Bond is one of a series of Bonds designated "1983 Series ____ Bonds" (herein called the "1983 Series ____ Bonds"), issued in the aggregate principal amount of \$_____ pursuant to the Bond Ordinance and the supplemental ordinance of the City adopted _____, 1983, entitled "First Supplemental Ordinance Authorizing the Issuance and Sale of Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A and B" (said ordinances being herein collectively called the "Ordinances"), for purposes authorized by the Bond Ordinance. Copies of the Ordinances are on file at the office of the City Clerk and at the principal corporate trust office of Harris Trust and Savings Bank in the City of Chicago, State of Illinois, as trustee under the Bond Ordinance or its successor as trustee (herein called the "Trustee") and reference to the Ordinances and any and all supplemental ordinances thereto and modifications and

amendments thereof is made for a description of the pledges and covenants securing the 1983 Series ___ Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the bearers or registered owners of the 1983 Series ___ Bonds with respect thereto and the terms and conditions upon which Bonds are issued and may be issued thereunder.

To the extent and in the manner permitted by the terms of the Ordinances, the provisions of the Ordinances or any ordinance amendatory thereof or supplemental thereto, may be modified or amended by the City with the written consent of the holders of at least two-thirds in principal amount of the Bonds then outstanding or, in case less than all of the series of Bonds would be affected thereby, with such consent of the holders of at least two-thirds in principal amount of the Bonds of each series so affected then outstanding, or, in the case of a change in the schedule of Sinking Fund Payments (as defined in the Bond Ordinance) with such consent of the holders of at least two-thirds in principal amount of the outstanding Bonds affected thereby; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like series and maturity remain outstanding, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding Bonds. The pledge of Revenues and other moneys and securities under the Bond Ordinance may be discharged at or prior to the maturity or redemption of the Bonds upon the making of provisions for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond is transferable as provided in the Ordinances, only upon the books of the City kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such duly authorized attorney. Upon the surrender for registration of transfer hereof, the City shall execute and the Trustee shall authenticate a new 1983 Series ___ Bond or Bonds registered in the name of the transferee, or at the option of the transferee, a coupon 1983 Series ___ Bond with appropriate coupons attached, of the same aggregate principal amount, maturity and interest rate as the surrendered 1983 Series ___ Bond. The City and the Trustee may treat and consider the person in whose name this Bond is registered as the holder and absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever.

The 1983 Series ___ Bonds are issuable in the form of coupon Bonds in the denomination of \$5,000 and in the form of registered Bonds without coupons in the denomination of \$5,000, or an integral multiple thereof. Coupon 1983 Series ___ Bonds, upon surrender thereof at the principal corporate trust office of the Trustee, with all unmatured coupons attached, may, at the

option of the holder thereof, be exchanged for an equal aggregate principal amount of registered 1983 Series __ Bonds of the same maturity of any of the authorized denominations, in the manner, subject to the conditions, and upon the payment of the charges, if any, provided in the Ordinances. In like manner, subject to such conditions and upon the payment of such charges, if any, registered 1983 Series __ Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of 1983 Series __ Bonds, with appropriate coupons attached, or of 1983 Series __ Bonds without coupons of any other authorized denominations, of the same maturity.

The 1983 Series __ Bonds maturing on January 1, __[, and on January 1, __, respectively,] are subject to mandatory redemption, in part, by lot, as provided in the Ordinances from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

1983 Series __ Bonds	
Due	
<u>Year</u>	<u>Amount</u>

\$

[1983 Series __ Bonds	
Due	
<u>Year</u>	<u>Amount]</u>

\$

The 1983 Series __ Bonds maturing on or after January 1, __ are subject to redemption otherwise than from such mandatory Sinking Fund Payments, at the option of the City, on or after __, as a whole at any time, or in part on any interest payment date, and if in part in inverse order of maturity and within any maturity by lot, at a redemption price equal to the principal amount of each 1983 Series __ Bond to be redeemed, plus if such 1983 Series __ Bond is to be redeemed in any period shown below, the redemption premium, expressed as a percentage of such principal amount, set opposite such period, plus accrued interest to the date of redemption:

Period
(both dates inclusive)

Redemption Premium
(expressed as a percentage)

In the event that any or all of the 1983 Series Bonds are to be redeemed, notice of such redemption (a) shall be given by publication once a week for at least two successive weeks in not less than two newspapers or financial journals printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five days in each calendar week, one of which is of general circulation in the City of Chicago, State of Illinois, and the other of which is of general circulation in the Borough of Manhattan, City and State of New York, as provided in the Ordinances, the first such publication to be not less than 30 days nor more than 45 days prior to the redemption date, and (b) shall be mailed, postage prepaid, not less than 30 days before the redemption date to the registered owners of any 1983 Series Bonds or portions of the 1983 Series Bonds to be redeemed, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of the 1983 Series Bonds. Notice of redemption having been given, as aforesaid, the 1983 Series Bonds or portions thereof so called for redemption, shall become due and payable on the redemption date so designated at the applicable redemption price herein provided, plus interest accrued and unpaid to the redemption date, and from and after the redemption date so designated, interest on the 1983 Series Bonds, or portions thereof so called for redemption, shall cease to accrue and become payable to the holders or registered owners entitled to payment thereof on such redemption, and the coupons for interest appertaining to coupon 1983 Series Bonds maturing subsequent to the redemption date shall be void.

No recourse shall be had for the payment of the principal or redemption price of or interest on the Bonds or for any claim based thereon or on the Ordinances against any officer or employee of the City or any natural person executing the Bonds.

This Bond shall not be entitled to any security or benefit under the Ordinances or be valid and become obligatory for any purpose unless the certificate of authentication hereon has been duly executed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by the constitution and statutes of the State of Illinois and the Ordinances to exist, to have happened and to have been performed precedent to and in the issuance of this 1983 Series Bond, exist, have happened and have been performed in due time, form and manner as required by law and that the issue of the 1983 Series Bonds, together with all other indebtedness of the City, is within every debt and other limit prescribed by law.

IN WITNESS WHEREOF, the City of Chicago has caused this 1983 Series Bond to be executed in its name by the manual or facsimile signature of its Mayor and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or other-

wise reproduced hereon, and attested by the manual or facsimile signature of its City Clerk, all as of _____.

CITY OF CHICAGO

By _____ Mayor

[SEAL]

Attest:

By _____ City Clerk

[FORM OF ASSIGNMENT]

ASSIGNMENT

For value received the undersigned hereby sells, assigns, and transfers unto

_____ the within Chicago-O'Hare International Airport General Airport Revenue Bond, 1983 Series __ and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ Attorney to transfer such Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of such Bond in every particular, without alteration or enlargement or any change whatever.

Section 4.3. Form of Certificate of Authentication.

The certificate of authentication on each Series 1983 Bond shall be in substantially the following form, with such insertions or variations as may be permitted by the General Airport Revenue Bond Ordinance:

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinances and is one of the Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series _ of the City of Chicago.

Harris Trust and Savings Bank, Trustee

By _____

Authorized Signature

ARTICLE V

SALE OF SERIES 1983 BONDS

Section 5.1. Sale of Series 1983 Bonds.

(a) The form of Contract of Purchase presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller of the City is hereby authorized and directed to execute and deliver a Contract of Purchase in substantially the form of the Contract of Purchase presented to this meeting, together with such changes and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in this First Supplemental Ordinance, the execution thereof to constitute conclusive evidence of the approval of such changes and completions.

(b) Authority is hereby delegated to the Mayor and the Chairman of the Committee on Finance of the City Council, acting jointly, to determine the aggregate purchase price of the Series 1983 Bonds, provided that the aggregate purchase price of each Series of the Series 1983 Bonds shall not be less than ninety-seven percent (97%) of the principal amount thereof to be issued plus accrued interest thereon from their issue date to the date of delivery thereof and payment therefor.

(c) To evidence the exercise of the authority delegated to the Mayor and the Chairman of the Committee on Finance of the City Council by this First Supplemental Ordinance in Sections 2.2, 2.3 and 5.1(b), the Mayor and the Chairman of the Committee on Finance of the City Council are hereby directed to execute and file with the Trustee a certificate setting forth the determinations made by them pursuant to the authority granted in such Sections, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority.

(d) The form of Preliminary Official Statement of the City with respect to the Series 1983 Bonds presented to this meeting, the distribution thereof to prospective purchasers and the use thereof by the underwriters in connection with the offering of the Series 1983 Bonds are hereby authorized and approved. The Mayor is hereby authorized to permit the distribution of the final Official Statement, in substantially the form of said Preliminary Official Statement, with such changes, omissions, insertions and revisions as the Mayor shall deem advisable and the Mayor and the City Comptroller are authorized to execute and deliver such final Official Statement to the underwriters in the name and on behalf of the City.

Section 5.2. Execution and Delivery of Series 1983 Bonds. Pursuant to the General Airport Revenue Bond Ordinance, the Mayor shall execute the Series 1983 Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Series 1983 Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The Series 1983 Bonds shall upon such execution on behalf of the City be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Series 1983 Bonds to or upon the order of the underwriters.

ARTICLE VI

TRANSITION

Section 6.1. Transfers of Funds Held Under 1959 Ordinance. Concurrently with the issuance of the Series 1983 Bonds, all moneys held under the 1959 Bond Ordinance shall be transferred or applied in accordance with a Certificate filed with the Trustee.

Section 6.2. Airport Use Agreements. The execution and delivery by the Mayor of each of the Airport Use Agreements and any actions taken by the Mayor pursuant to or contemplated by the Airport Use Agreements are hereby approved, confirmed and ratified. The Mayor is also authorized to sign such documents and to take such other action as shall be necessary or appropriate to cause such Airport Use Agreements to become effective, in

accordance with their terms, and to carry out the purposes of such agreements and the obligations of the City, and to protect the rights of the City, as contained therein or contemplated thereunder.

Section 6.3. Amendment No. 1 to Airport Use Agreements. The form of Amendment No. 1 to each of the Airport Use Agreements attached to this First Supplemental Ordinance as Exhibit B ("Amendment No. 1") is hereby approved in all respects. The Mayor is hereby authorized and directed to execute and deliver an Amendment No. 1 to each of the Airport Use Agreements to the escrowee under the escrow agreement entered into by the City and each Airline Party to such Airport Use Agreements in substantially the form of Exhibit B together with such changes and completions thereof as may be determined by the Mayor, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City. The execution of each Amendment No. 1 by the Mayor shall constitute conclusive evidence of the City Council's approval of any and all such changes and completions.

ARTICLE VII

MISCELLANEOUS

Section 7.1. Effective Date. The City Clerk is hereby authorized and directed to publish this First Supplemental Ordinance in pamphlet form. This First Supplemental Ordinance shall take effect immediately upon its enactment.

EXHIBIT A

ESCROW DEPOSIT AGREEMENT

Among

CITY OF CHICAGO

and

DELTA AIR LINES, INC.

and

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Escrow Holder

Dated as of May __, 1983

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of May __, 1983, by and among the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois (the "City"), DELTA AIR LINES, INC., a corporation organized, existing and qualified to do business under the laws of the State of Delaware ("Delta"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out, under and by virtue of the laws of the United States of America, as escrow holder (the "Escrow Holder");

W I T N E S S E T H:

WHEREAS the City owns and operates the Airport known as Chicago-O'Hare International Airport (the "Airport"), and the City has the power to grant rights and privileges with respect thereto; and

WHEREAS Delta is an air transportation company and conducts an air transportation business at the Airport; and

WHEREAS the City and Delta, as a part of a major redevelopment of the Airport by the City, have entered into a Special Facility Use Agreement dated as of August 1, 1982 (the "Special Facility Use Agreement"), as supplemented and amended by a First Supplemental Special Facility Use Agreement dated as of November 15, 1982, providing for the design, financing, construction and installation on land at the Airport of (a) an expansion of an existing passenger terminal building and (b) other facilities (collectively, the "Project" as defined in the Special Facility Use Agreement); and

WHEREAS the City issued \$142,930,000 aggregate principal amount of its Special Facility Revenue Bonds, consisting of (a) \$29,590,000 principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-A (Delta Air Lines, Inc. Terminal Project), dated November 15, 1982 (the "Series 1982-A Bonds"), (b) \$40,740,000 principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-B (Delta Air Lines, Inc. Terminal Project), dated November 15, 1982 (the "Series 1982-B Bonds"), and (c) \$72,600,000 principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-C (Delta Air Lines, Inc. Terminal Project), dated November 15, 1982 (the "Series 1982-C Bonds"), pursuant to the terms and provisions of an Indenture of Trust dated as of November 15, 1982 (the "Indenture"), by and between the City and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois (the "Trustee"),

for the purpose of financing a portion of the costs of the Project, including the capitalization of a portion of the interest on the Series 1982-A Bonds, the Series 1982-B Bonds and the Series 1982-C Bonds (collectively, the "Series 1982 Bonds") and the payment of expenses relating thereto; and

WHEREAS there were included in the Project financed out of the proceeds of the Series 1982 Bonds certain "Common Improvements" (as defined in the Special Facility Use Agreement) which the City acknowledged to be improvements for the entire Airport and for the use of all users thereof and which the City further acknowledged should be financed from funds of the City; and

WHEREAS in Section 9.2 of the Special Facility Use Agreement the City agreed, among other things, to reimburse Delta for the "Cost of Common Improvements" (as defined in the Special Facility Use Agreement) from the proceeds of the first issue or series of General Airport Revenue Bonds (as defined in the Special Facility Use Agreement), and Delta agreed in said Section 9.2 to apply any such reimbursement exclusively to provide for the payment of the principal of and interest on the Bonds issued and outstanding under the Indenture, including any applicable redemption premium thereon, and that, until such date as may be specified by Delta and determined for such payment in accordance with the provisions of said Section 9.2, any amounts so reimbursed shall be held in escrow by the Trustee for such purpose; and

WHEREAS Section 313 of the Indenture requires, among other things, that the amounts so deposited with the Trustee be used for the payment or redemption of the Series 1982-A Bonds in such manner as shall be directed in writing by the Authorized Airline Representative; and

WHEREAS the City has issued \$ _____ aggregate principal amount of its Chicago-O'Hare International Airport General Airport Revenue Bonds, 1983 Series A and B (the "Series 1983 General Airport Revenue Bonds"), pursuant to an ordinance adopted by the City Council of the City on _____, 1983, and entitled "AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF CHICAGO OF ITS CHICAGO-O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT REVENUE BONDS, AND PROVIDING FOR THE PAYMENT OF AND SECURITY FOR SAID BONDS" (the "General Airport Revenue Bond Ordinance"), for the purpose, among others, of providing for the reimbursement to Delta of the Cost of Common Improvements hereinabove described; and

WHEREAS concurrently with the execution and delivery of this Escrow Deposit Agreement (a) the City will deposit with the Escrow Holder, from the proceeds of said General Airport Revenue Bonds, the sum of \$ _____ and (b) the City and Delta will cause to be paid to the Escrow Holder by the Trustee, from amounts on deposit in the Capitalized Interest Account established under the Indenture, the sum of \$ _____, which sums will in the aggregate be sufficient to purchase the direct obligations of, or

obligations the full and timely payment of principal of and interest on which are unconditionally guaranteed by, the United States of America described in Schedule A attached hereto (the "Government Securities") [or, alternatively, the City and Delta will deposit or cause to be deposited such Government Securities with the Escrow Holder] and to provide an initial cash deposit; and.

WHEREAS the principal of and interest on the Government Securities will be sufficient, together with cash initially deposited hereunder, to pay the \$29,590,000 aggregate outstanding principal amount of the Series 1982-A Bonds (the "Defeased Bonds") at maturity on October 1, 1985, and to pay, when due, interest to accrue thereon to such date:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Receipt of Documents by Escrow Holder; Incorporation by Reference. Receipt of true and correct copies of the Special Facility Use Agreement and the Indenture is hereby acknowledged by the Escrow Holder, and reference herein to or citation herein of any provision of said documents shall be deemed to be incorporated as a part hereof in the same manner and with the same effect as if they were fully set forth herein.

Section 2. Creation of Escrow Deposit Fund. There is hereby created and established with the Escrow Holder a special and irrevocable escrow designated the "City of Chicago (Delta Project) Series 1982-A Escrow Deposit Fund" (the "Escrow Deposit Fund") to be held in the custody of the Escrow Holder separate and apart from other funds of the City and Delta, if any, or of the Escrow Holder. The Escrow Deposit Fund will contain moneys to be applied as provided herein, which will be an amount at least sufficient to purchase the Government Securities, the principal of and interest on which, together with cash initially deposited hereunder, will be sufficient to pay the principal of the Defeased Bonds at maturity on October 1, 1985, and to pay, when due, interest to accrue thereon to such date.

Section 3. Funding of the Escrow Deposit Fund; Purchase of Government Securities. Concurrently with the execution of this Escrow Deposit Agreement there are herewith deposited with the Escrow Holder immediately available moneys in the amount of \$_____ which will be sufficient to purchase the Government Securities, the principal of and interest on which, together with cash initially deposited hereunder, will be sufficient to pay the principal of the Defeased Bonds at maturity on October 1, 1985, and to pay, when due, interest to accrue thereon to such date. Concurrently with the execution of this Escrow Deposit Agreement, the Escrow Holder shall apply \$_____ to the purchase of the Government Securities described in Schedule A attached hereto. The Escrow Holder shall retain \$_____ as cash, and shall

apply all of said cash to the interest on the Defeased Bonds to become due on October 1, 1983. [If any of the Government Securities shall consist of United States Treasury Obligations, State and Local Government Series, the purchase of such Government Securities shall be in accordance with subscriptions dated _____, 1983, submitted pursuant to 31 CFR Part 344 to the Federal Reserve Bank of Chicago, Illinois.]

Section 4. Irrevocable Escrow; Application of Escrow Deposit Fund. The deposit of the moneys and Government Securities in the Escrow Deposit Fund shall constitute an irrevocable deposit of said moneys and Government Securities and the interest earned thereon for the benefit of the holders of the Defeased Bonds; and such moneys and Government Securities, together with any interest earned thereon, shall be held in escrow and shall be applied solely to the payment of the principal of and interest on the Defeased Bonds on the dates and in the amounts set forth in Schedule B hereto. The Escrow Holder, as Trustee with respect to the Defeased Bonds, is hereby directed to publish a notice of defeasance of the Defeased Bonds, in substantially the form attached hereto as Schedule C, at least twice, as soon as practicable, at an interval of not less than seven days between publications, in The Bond Buyer, and to mail (first class mail), as soon as practicable, a copy of the notice of defeasance of the Defeased Bonds to the registered owners of the Defeased Bonds registered as to principal (except to bearer) or fully registered.

Section 5. Acceptance of Escrow; Investment Powers; Substitution of Government Securities; Section 103(c) Matters. The Escrow Holder hereby establishes the Escrow Deposit Fund and accepts the moneys [and/or Government Securities] deposited therein pursuant to Section 3 hereof. The Escrow Holder shall purchase the Government Securities solely from the moneys deposited in the Escrow Deposit Fund. The Escrow Holder shall apply the moneys deposited in the Escrow Deposit Fund and the Government Securities purchased therefrom, together with any interest earned thereon, in accordance with the provisions hereof. Except as otherwise expressly provided in this Section 5, the Escrow Holder shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Government Securities held hereunder or to sell, transfer or otherwise dispose of the Government Securities acquired hereunder. At the request of Delta and upon compliance with the conditions hereinafter stated, the Escrow Holder shall, to the extent from time to time permitted by law, have the power to sell, transfer, otherwise dispose of or request the redemption of the Government Securities acquired hereunder and to substitute therefor other direct obligations of, or obligations the full and timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America. The Escrow Holder shall purchase such substituted Government Securities with the proceeds derived from the sale, transfer, disposition or redemption of the Government Securities. The substitution of Government Securities described above may be effected only if: (i) the Escrow Holder shall certify that upon

completion of such substitution the moneys and Government Securities including the interest to be earned thereon to be substituted will be no less than an amount sufficient to pay the principal of the Defeased Bonds at maturity on October 1, 1985, and to pay, when due, interest to accrue thereon to such date; and (ii) the Escrow Holder shall receive an unqualified opinion of Bond Counsel (as defined in the Special Facility Use Agreement) to the effect that the substitution is then permitted by law and will not cause any of the Defeased Bonds or the City's General Airport Revenue Bonds to become an "arbitrage bond" as hereinafter defined. Delta hereby covenants that no part of the moneys or funds at any time in the Escrow Deposit Fund shall be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any of the Defeased Bonds or the City's General Airport Revenue Bonds to be an "arbitrage bond" as defined in subsection (c)(2) of Section 103 of the Internal Revenue Code of 1954 (Title 26 of the United States Code) and the rules and regulations promulgated thereunder, as then in effect and to be subject to treatment under subsection (c)(1) of said section as an obligation not described in subsection (a)(1) of said section.

Section 6. Payment of Defeased Bonds and Interest Thereon. The Escrow Holder shall receive the matured principal of and the interest on the Government Securities as the same are payable. On each interest payment date on the Defeased Bonds, the Escrow Holder, as Trustee with respect to the Defeased Bonds, shall apply funds sufficient to pay interest on the Defeased Bonds due on such date; and on October 1, 1985, the Escrow Holder, as Trustee with respect to the Defeased Bonds, shall apply funds sufficient to pay the principal of the Defeased Bonds maturing on such date.

Section 7. Application of Escrow Deposit Fund After Payment of Defeased Bonds. After payment in full of the principal of and interest on the Defeased Bonds, all remaining moneys and Government Securities, together with any interest thereon, in the Escrow Deposit Fund shall be transferred by the Escrow Holder to the Trustee for application by the Trustee to the payment or redemption of the Series 1982-B Bonds and, to the extent of amounts (if any) then remaining, to the payment or redemption of the Series 1982-C Bonds, in the manner provided in Section 313 of the Indenture.

Section 8. Lien of Holders of Defeased Bonds on Escrow Deposit Fund. The escrow created hereby shall be irrevocable and the holders of the Defeased Bonds shall have an express lien on all moneys and Government Securities, including the interest earned thereon, in the Escrow Deposit Fund until paid out, used and applied in accordance with this Escrow Deposit Agreement.

Section 9. Trustee's Fees. In consideration of the services rendered by the Escrow Holder under this Escrow Deposit Agreement, the City agrees to and shall pay to the Escrow Holder, solely from the proceeds of the Series 1983 General Airport

Revenue Bonds or other amounts available for such purpose pursuant to the provisions of the General Airport Revenue Bond Ordinance, its proper fees and expenses, which fees and expenses shall not be deemed to constitute amounts payable by Delta pursuant to Section 3.3(b) of the Special Facility Use Agreement or otherwise. The Escrow Holder shall have no lien whatsoever upon any of the moneys in the Escrow Deposit Fund for the payment of such fees and expenses.

Section 10. Termination of Escrow Deposit Agreement; Nonpresentment of Defeased Bonds and Coupons. This Escrow Deposit Agreement shall terminate when the Defeased Bonds and coupons applicable thereto have been fully paid and discharged in accordance with the Indenture and any remaining moneys and Government Securities together with any interest thereon in the Escrow Deposit Fund have been transferred by the Escrow Holder to the Trustee pursuant to Section 7 hereof. If any Defeased Bonds or coupons are not presented for payment, the paying agent for the Defeased Bonds shall retain funds for that purpose in accordance with the provisions therefor contained in the Indenture.

Section 11. Discharge of City's Obligations. Delta hereby agrees that the deposit by the City with the Escrow Holder of a portion of the proceeds of the Series 1983 General Airport Revenue Bonds in accordance with, and in the amount specified by, the provisions of Section 3 hereof and the performance by the City of its other obligations hereunder shall constitute the full satisfaction and discharge of all of the City's agreements and obligations contained in Section 9.2 of the Special Facility Use Agreement; and Delta further agrees that upon such deposit and performance the City shall have no further obligation or liability under said Section 9.2. The City's covenants set forth in Section 411 of the Indenture shall be deemed to have been satisfied and discharged pro tanto.

Section 12. Limitation of Delta's Obligations. The City and Delta hereby acknowledge and agree:

(a) that at the time of issuance of the Series 1982 Bonds the cost of acquisition, construction and installation of the Common Improvements was estimated at \$25,000,000;

(b) that the \$29,590,000 aggregate principal amount of the Series 1982-A Bonds was determined based upon such estimated cost and upon the following allocations and estimates:

(1) that \$5,641,827 of the total amount deposited from the proceeds of the Series 1982 Bonds to the credit of the Capitalized Interest Account established under the Indenture was allocable to the Series 1982-A Bonds;

(2) that \$636,743 of the costs of issuance of the Series 1982 Bonds was allocable to the Series 1982-A Bonds; and

(3) that \$23,311,430 of the total amount deposited from the proceeds of the Series 1982 Bonds to the credit of the Project Account established under the Indenture (being an amount equal to the \$29,590,000 aggregate principal amount of the Series 1982-A Bonds less \$6,278,570, the sum of the amounts referred to in the foregoing paragraphs (1) and (2) was allocable to the Series 1982-A Bonds and would be sufficient, when added to \$1,688,570 of income estimated to be earned from the investment thereof, to pay the \$25,000,000 total estimated cost of the Common Improvements; and

(c) that such estimate of the cost of the Common Improvements continues to constitute a reasonable estimate of such cost as of the date hereof.

In recognition of the foregoing and of the City's discharge and release from any further obligation or liability under Section 9.2 of the Special Facility Use Agreement, as set forth in Section 11 hereof, the City hereby acknowledges and agrees that Delta shall not be obligated to cause any amount in excess of \$25,000,000 (the "Dedicated Amount" referred to and defined in Section 13 hereof) to be expended from the Project Account to pay the cost of the Common Improvements, and that if for any reason such amount should be insufficient to pay all such costs in full, Delta shall not be obligated to expend any of its own funds for such purpose. Delta agrees that it will not, without the prior written consent of the City, create or permit to be created any contractual or other liability relating to the cost of the Common Improvements which, when taken together with all other such liabilities theretofore created, would in the aggregate exceed the Dedicated Amount.

Section 13. Dedication of Amount in the Project Account; Use of Surplus. Delta hereby agrees that a sum equal to \$25,000,000 of the total amount on deposit in the Project Account (the "Dedicated Amount") may not be used for any purpose other than to pay the cost of the Common Improvements unless and until all such costs have been paid in full. If, after the payment of all such costs in full, there shall remain unexpended any portion of the Dedicated Amount, Delta shall be entitled to cause any such surplus to be expended for any purpose for which moneys in the Project Account may be expended under the applicable provisions of the Special Facility Use Agreement and the Indenture; provided, however, that the entire amount of any such surplus expended for any purpose other than to pay the cost of the Common Improvements shall be credited against the obligation of the City to refinance the cost of the Public Use Premises and the Exclusive Aircraft Parking Area (as such terms are defined in the Special Facility Use Agreement) pursuant to Section 9.3 of the Special Facility Use Agreement, and in such event the obligation of the City under said Section 9.3 shall be deemed to have been satisfied and discharged pro tanto.

Section 14. Severability. If any one or more of the covenants or agreements provided in this Escrow Deposit Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Deposit Agreement.

Section 15. Counterparts; Headings. This Escrow Deposit Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument. The paragraph headings used herein are for convenience of reference only.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, all as of the date first above written.

CITY OF CHICAGO

By _____
Mayor

(SEAL)

Attest:

City Clerk

DELTA AIR LINES, INC.

By _____
Its Senior Vice President

(SEAL)

Attest:

Its _____

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Escrow Holder

By _____
Its _____

(SEAL)

Attest:

Its _____

SCHEDULE A

UNITED STATES GOVERNMENT SECURITIES SECURED HEREBYMaturity
DatesType of
ObligationsPrincipal
AmountsInterest
Rates

SCHEDULE B

DEFEASED BONDS MATURITY SCHEDULE

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
10/1/83			
4/1/84			
10/1/84			
4/1/85			
10/1/85			

SCHEDULE C

NOTICE OF DEFEASANCE

CITY OF CHICAGO

Chicago-O'Hare International Airport
Special Facility Revenue Bonds, Series 1982-A
(Delta Air Lines, Inc. Terminal Project)
dated November 15, 1982

Notice is hereby given that for the payment at maturity on October 1, 1985, of the bonds of the above-designated series, together with interest on such bonds to such date, there has been deposited in trust with Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, cash and government securities consisting of notes, bonds and certificates of indebtedness which are direct [or fully guaranteed] obligations of the United States of America. Said government securities and cash are to be held in trust for the payment at the date of maturity of the principal of the bonds of the above-designated series, together with interest on such bonds to such date.

According to calculations verified by a firm of independent certified public accountants, the projected principal payments to be received from such government securities, together with the interest to be earned thereon and the initial cash deposited in trust, are adequate to pay the principal of the above-designated bonds at maturity on October 1, 1985, and to pay, when due, interest to accrue thereon to such date.

The above-designated bonds are deemed to have been paid by the deposit with the trustee of the government securities and cash referred to above; the lien of the Indenture of Trust securing the above-designated bonds has been satisfied and discharged with respect to such bonds; and the above-designated bonds are now secured by an Escrow Deposit Agreement by and among the City of Chicago, Delta Air Lines, Inc., and Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois.

Dated at Chicago, Illinois, this ____ day of _____,
1983.

CITY OF CHICAGO

By CONTINENIAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF
CHICAGO, as Escrow Holder

By _____
Its _____

THIS IS NOT A NOTICE OF REDEMPTION

EXHIBIT B

AMENDMENT NO. 1
TO
AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE

This Amendment No. 1 to Airport Use Agreement and Terminal Facilities Lease ("Amendment No. 1") made and entered into this _____ day of _____, 1983, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and _____, a corporation organized and existing under the laws of the State of _____ ("Airline"),

WITNESSETH:

WHEREAS, the City and the Airline have entered into an Airport Use Agreement and Terminal Facilities Lease dated February 1, 1983 (the "1983 Use Agreement"); and

WHEREAS, on March __, 1983, the City Council of the City adopted an ordinance entitled "City of Chicago, 1983 Chicago - O'Hare International Airport General Airport Revenue Bond Ordinance" (the "General Airport Revenue Bond Ordinance") and an ordinance entitled "First Supplemental Ordinance Authorizing the Issuance and Sale of Chicago - O'Hare International Airport Revenue Bonds, 1983 Series A and B" (the Supplemental Ordinance"); and

WHEREAS, it is necessary and advisable to amend the 1983 Use Agreement in certain respects;

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

Section 1. The following paragraph (f) is hereby added to Section 1.02 of the 1983 Use Agreement:

"(f) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state."

Section 2. Paragraph (a) of Section 5.01 of the 1983 Use Agreement is hereby amended to read as follows:

"(a) For the purpose of fairly allocating the net cost of operating, maintaining and developing the Airport among all of the Airline Parties, various areas of the Airport have been grouped together for the purpose of accounting

for Revenues, O&M Expenses and Debt Service. Each such area is a Cost-Revenue Center as defined in Article I. The net cost of each Cost-Revenue Center shall be determined pursuant to the provisions of this Article V, and Articles VI, XII, XIII and XIV. A pro-rata share of the net cost of each Cost-Revenue Center (except the Land Support Area) shall be charged to Airline and to each of the other Airline Parties as part of Airport Fees and Charges in accordance with the provisions of this Article V. The aggregate of all rentals, fees and charges to be paid under all Airport Use Agreements by all Airline Parties shall be sufficient to pay for the net cost of operating, maintaining and developing the Airport (excluding the Land Support Area), including the satisfaction of all of the City's obligations to make deposits and payments under any ordinance or resolution authorizing obligations issued pursuant to Article VIII other than Special Facility Revenue Bonds."

Section 3. The following new sentence is hereby added to Section 8.02(a) of the 1983 Use Agreement:

"The use of the proceeds of General Airport Revenue Bonds in the manner set forth in that certain Escrow Deposit Agreement, dated as of _____, 1983, by and among City, Delta Air Lines, Inc. and Continental Illinois National Bank and Trust Company of Chicago, shall be deemed to constitute a refunding of Special Facility Revenue Bonds "pursuant to...the Special Facility Use Agreement dated as of August 1, 1982 by and between the City and Delta Air Lines, Inc." within the meaning of this Section."

Section 4. The General Airport Revenue Bond Ordinance, a copy of which is attached hereto as Exhibit A, is hereby substituted for the form of General Airport Revenue Bond Ordinance attached as Exhibit I to the 1983 Use Agreement.

Section 5. In the event any covenant, phrase, clause, paragraph, Section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, Section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, Section, condition or provision herein contained.

Section 6. This Amendment No. 1 may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, City has caused this Amendment No. 1 to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of City, and its seal to be hereunto affixed and attested by the City Clerk of City, and Airline has caused this Amendment No. 1 to be executed on its behalf by its _____ President and its _____ Secretary, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

Attest:

CITY OF CHICAGO

City Clerk_____
Mayor

Approved:

Comptroller

Approved:

DEPARTMENT OF AVIATION

Commissioner_____
Corporation Counsel

Attest:

SecretaryBy: _____

President

(Continued from page 16578)

CHICAGO, March 23, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication dated March 9, 1983, from the Office of the Mayor transmitting a proposed Ordinance granting the authority to negotiate for the acquisition of properties at Chicago-O'Hare International Airport between the State of Illinois, Tollway Authority and the City of Chicago having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST
Chairman.

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

Whereas, The Illinois State Toll Highway Authority holds title to a strip of land along Willow Creek within the boundaries of O'Hare Airport, which heretofore has been declared excess by said Authority; and

Whereas, The City of Chicago holds title to a strip of land required by the Authority to widen a ramp coming off the Illinois Tollway at Irving Park Road; and

Whereas, The Department of Public Works of the City of Chicago, the Illinois State Tollway Authority and the City Aviation Department have indicated their desire to negotiate for the respective conveyance of said properties; now therefore,

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

Section 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago (City) to acquire for public use, a strip of land along Willow Creek lying within the borders of O'Hare Airport as shown on the attached drawing title to which is presently in the Illinois State Toll Highway Authority (Authority).

Section 2. It is hereby determined that it is useful and desirable to the City to convey a strip of land to the Authority for the purpose of widening a ramp leading from the Tri-State Tollway to Irving Park Road. Said strip lies within Lots 21, 22, 23, 36 through 40, 59, 60, and 62 through 66 in Douglas Gardens Addition to Indian Park Estates, a subdivision of that part of the west 1/2 of the east 1/2 of the west 1/2 of Section 16, Township 40 North, Range 12 in Cook County, Illinois.

Section 3. The Corporation Counsel is authorized and directed to negotiate with the Illinois State Tollway Authority for the acquisition of the Willow Creek parcel and for the disposition of the strip for the widening of the ramp leading off the Tri-State Tollway to Irving Park Road. Subject to approvals by City Council.

Section 4. This ordinance shall be effective immediately upon the passage thereof.

[Map printed on page 16701 of this Journal.]

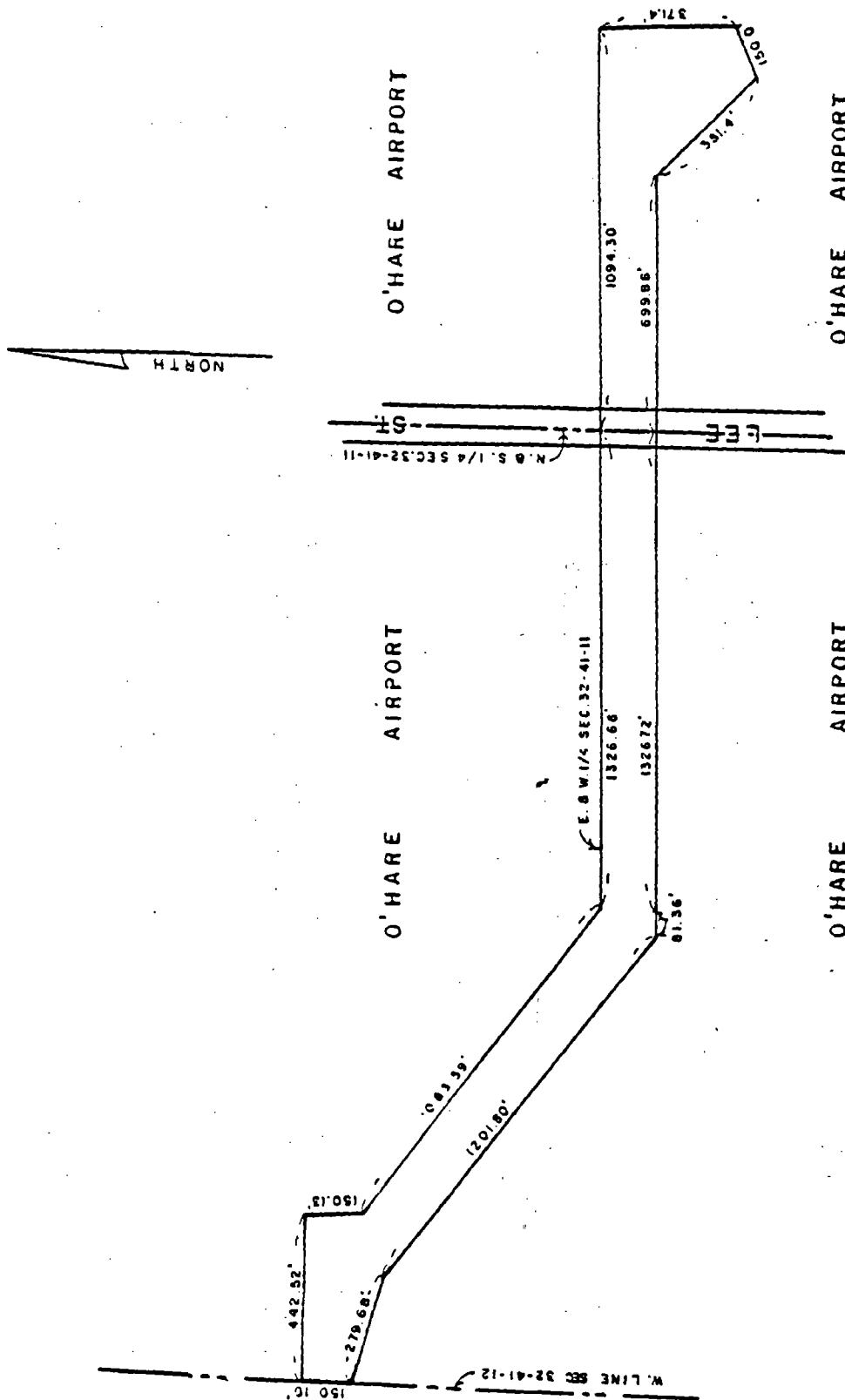
(Continued on page 16702)

March 25, 1983

REPORTS OF COMMITTEES

16701

447



(Continued from page 16700)

Action Deferred--ON PROPOSED ORDINANCE AUTHORIZING
ISSUANCE OF CITY CONSTRUCTION LOAN
NOTES, SERIES 1983, AND EXECUTION OF
RELATED DOCUMENTS NECESSARY FOR
PRESIDENTIAL TOWERS PROJECT.

The Committee on Finance submitted the following report which was on motion of Alderman Vrdolyak and Alderman Kelley *Deferred and ordered published*:

CHICAGO, March 23, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication dated March 9, 1983, from the Office of the Mayor transmitting a proposed Ordinance authorizing the issuance of City of Chicago Construction Loan Notes, Series 1983, and the execution of related documents necessary for the Presidential Towers Project in the amount of \$180,000,000.00 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by 15 members of the committee with 11 dissenting votes.

Respectfully submitted,
(Signed) WILSON FROST
Chairman.

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

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 December 20, 1967 the City Council of the City approved the Madison Canal Redevelopment Plan and on June 19, 1968 the City Council of the City approved the Department of Urban Renewal Plan for the sale and disposition of all land in the slum and blighted area redevelopment project designated therein as the "Madison-Canal Project"; and

Whereas, The City has established a program to provide for the issuance of its revenue obligations to finance and provide funds needed in whole or in part for the costs of providing decent, safe and sanitary housing and to revitalize blighted urban areas; and

Whereas, The City has determined that its housing program will (1) provide for and promote the public health and welfare; (2) relieve conditions of unemployment and encourage the increase of commercial activities of the City, so as to reduce the evils attendant upon unemployment; (3) provide for efficient, well planned urban growth and development; (4) provide for the elimination of slum areas and urban blight and (5) preserve and increase the City's ad valorem tax base; and

Whereas, There is a shortage of decent, safe and sanitary rental housing within the City and a need to provide rental housing within the City; and

Whereas, Private enterprises and investment have been unable, without assistance, to provide the needed, decent, safe and sanitary rental housing or to provide sufficient mortgage financing at reasonable rates for such rental housing; and

Whereas, On July 11, 1979 the City Council of the City preliminarily approved the issuance of revenue obligations to assist in financing a residential development to be located in the area bounded by Clinton Street on the east, Monroe Street on the south, Desplaines Street on the west and Madison Street on the north and the two blocks bounded by Desplaines Street on the east, Monroe Street on the south, the Kennedy Expressway on the west and Washington Boulevard on the north, which project is expected to provide approximately 3300 rental units (the "Project"); and

Whereas, There is a need to revitalize the area where the Project is located in order to preserve and increase the City's ad valorem tax base and encourage further development within the area; and

Whereas, The City and Presidential Towers, Ltd., an Illinois limited partnership (the "Owner") have entered into a certain contract For the Sale and Redevelopment of Land dated May 30, 1980 pursuant to which the Owner has agreed, under certain conditions, to purchase land located within the area of the Project, the sale of such land having been approved by the City Council on April 16, 1980; and

Whereas, On June 27, 1980 the City Council of the City adopted an ordinance designating the area where the Project will be located as a Residential-Business Planned Development under the Chicago Zoning Code and providing a Plan of Development for the Project; and

Whereas, The first phase of the Project is a residential development to be located in the two block area bounded by Clinton Street on the east, Monroe Street on the south, Desplaines Street on the west and Madison Street on the north, which development is expected to provide approximately 2,346 rental units (the "Development"); and

Whereas, It is proposed that the trustee (as hereinafter defined) make a FHA--insured mortgage loan (the "Mortgage Loan") to LaSalle National Bank, not individually, but solely as Trustee under Trust No. 103200 pursuant to a trust agreement dated as of September 15, 1980 (the "Mortgagor") to enable the Mortgagor for the benefit of the Owner to accomplish the acquisition of land and construction of the Development, all as set forth in the Financing Agreement and Indenture hereinafter referred to; and

Whereas, Advances made by the Trustee under the Mortgage Loan will be insured by the Federal Housing Administration ("FHA"), an organizational unit within the United States Department of Housing and Urban Development ("HUD") pursuant to the provisions and the requirements of Section 220 or Section 221(d)(4) of the National Housing Act of 1934, as amended; and

Whereas, The Government National Mortgage Association, a governmental corporation within HUD ("GNMA"), has agreed to purchase the Mortgage Loan from the Trustee at 97.5% of the principal amount thereof upon satisfactory completion of the Development and final endorsement of the Mortgage Loan for mortgage insurance by FHA; and

Whereas, It is proposed that in order to provide moneys to fund the Mortgage Loan, the City shall issue its Construction Loan Notes, Series 1983 (Presidential Towers Project -- FHA Insured Mortgage Loan) in an aggregate amount not to exceed \$180,000,000; and

Whereas, Continental Illinois National Bank and Trust Company of Chicago and A. G. Becker Incorporated, as representatives of a group of underwriters, have submitted to the City a proposed form of Contract of Purchase (hereinafter defined) relating to the Notes; and

Whereas, The City has held a public hearing concerning the issuance of the Notes following reasonable public notice of such hearing in accordance with the requirements of Section 103(k) of the Internal Revenue Code of 1954, as amended; and

Whereas, Copies of a Finance Agreement, an Indenture, a Contract of Purchase and an Inducement Letter (as respectively defined hereafter) 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:

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

"Contract of Purchase" shall mean the contract of purchase to be entered into by the City and the Representatives, as approved by this ordinance, relating to the purchase of the Notes.

"Financing Agreement" shall mean the Financing Agreement relating to the Development, to be entered into by the Mortgagor, the Owner, the general partners of Owner, the City and the Trustee, as approved by this ordinance, as the same may be amended from time to time in accordance with its terms.

"Indenture" shall mean the Indenture of Trust relating to the Notes, to be entered into by 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.

"Inducement Letter" shall mean the inducement letter from the Owner addressed to the City.

"Mortgage Loan" shall mean the FHA-insured mortgage loan relating to the Development.

"Mortgagor" shall mean LaSalle National Bank, not individually but solely as Trustee under Trust No. 103200 pursuant to a trust agreement dated as of September 15, 1980, its successors and assigns.

"Notes" shall mean the Construction Loan Notes, Series 1983 (Presidential Towers Project -- FHA Insured Mortgage Loan), of the City in an aggregate principal amount not to exceed \$180,000,000 authorized to be issued pursuant to this ordinance and the Indenture.

"Official Statement" shall mean the Official Statement and Preliminary Official Statement as further described and defined in the Contract of Purchase.

"Owner" shall mean Presidential Towers, Ltd., an Illinois limited partnership, its successors and assigns.

"Representatives" shall mean Continental Illinois National Bank and Trust Company of Chicago and A.G. Becker Incorporated, in their capacities as representatives of the group of underwriters.

"Trustee" shall mean American National Bank and Trust Company of Chicago, and its successors in trust.

Section 2. In order to promote the general welfare of the City and its inhabitants by eliminating and preventing slum conditions and urban blight and by increasing the City's ad valorem tax base, the Development is authorized to be financed as described herein. A portion of the total estimated cost of the Development will be financed by the issuance of the Notes hereinafter authorized and the loan of a portion of the proceeds thereof to the Mortgagor pursuant to the Financing Agreement and the Indenture. It is hereby found and declared that the financing of the Development and the use of the development by the Mortgagor and the Owner is necessary to accomplish the public purposes described herein and in the preambles hereto, and, that in order to further secure the Notes, the mortgaging of the Development by the Mortgagor to the Trustee, as the mortgagee of record, pursuant to a mortgage and the assignment by the City to the Trustee of certain of its rights and interests under the Mortgage Loan pursuant to the Indenture is necessary and proper.

Section 3. For the purpose of financing a portion of the cost of the Development, the City does hereby authorize the issuance of one or more series of Notes to be designated "City of Chicago, Illinois, Construction Loan Notes, Series 1983 (Presidential Towers Project -- FHA Insured Mortgage Loan)" in the aggregate principal amount of not to exceed \$180,000,000. The Notes shall mature not later than October 1, 1988, shall be dated, shall bear interest payable semi-annually (or at such other time or times provided in the Indenture) at a rate of interest not to exceed nine per cent (9%) per annum, shall be subject to redemption prior to maturity upon the terms and conditions determined pursuant to this Section 3 and as set forth in the Indenture and shall be sold to the underwriters at a price not less than 97% of the aggregate principal amount thereof (less any original issue discount which may be used in the marketing of the Notes) plus accrued interest thereon from the date of the Notes to the Closing Date (as defined in the Contract of Purchase). The Mayor or the City Comptroller are each hereby authorized and directed to determine, subject to the foregoing limitations, the aggregate principal amount of the Notes, the allocation of such Notes among one or more series, the interest payment dates, the date of the Notes, the interest rate(s), the maturity date, the redemption terms, and the purchase price of the Notes and to make such changes, insertions and completions in the Notes, the Indenture, the Contract of Purchase, the Financing Agreement and the other instruments and documents provided for herein as are necessary to reflect such determinations. The Notes of any series may be insured by the Municipal Bond Insurance Association as determined by the Mayor or the Comptroller. In fixing the interest rate(s), the Mayor or the Comptroller, as the case may be, shall take into account the then prevailing interest rates for comparable securities. The Notes shall not be issued unless (1) the Notes receive at least an "AA" rating or a MIG-2 rating or provisional or conditional "AA" rating or a MIG-2 rating or the equivalent from one of the nationally recognized rating agencies and (2) a final commitment for insurance of the Mortgage by FHA is in full force and effect.

Section 4. The Notes together with interest thereon, shall be limited obligations of the City secured by the Mortgage Loan and payable solely from the revenues and receipts derived from the Mortgage Loan and the Indenture (except to the extent paid out of moneys attributable to the Note proceeds, FHA insurance, certain funds established under the Indenture or the income from the temporary investment thereof), 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 Mortgage Loan and the Indenture. The Notes and interest thereon shall not be deemed to constitute a debt or liability of the United States of America, HUD, any governmental agency of the United States of America, 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. The Notes are not guaranteed by the full faith and credit of the United States of America. Nothing in the Notes or in the Indenture or the proceedings of the City authorizing the issuance of the Notes or in this ordinance 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 Notes is as more fully set forth in the Indenture.

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

Section 6. The Indenture is hereby approved in substantially the form presented to this meeting and filed in the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Indenture, attested by the City Clerk or a Deputy City Clerk, with such changes, insertions and completions therein as shall be approved by such persons executing such document (subject to the limitations set forth in Section 3 hereof), their execution to constitute conclusive evidence of such approval, and the City Clerk or Deputy Clerk is hereby authorized and directed to affix to the Indenture the corporate seal of the City. The Trustee, on behalf of the City, is further authorized and directed to execute such instruments, agreements and documents as may be required by HUD, FHA or GNMA in connection with the Mortgage Loan. The Indenture shall not be amended or supplemented without the approval of the Chicago City Council.

Section 7. The Contract of Purchase is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or Comptroller of the City are hereby authorized and directed upon receipt of the executed Inducement Letter to execute and deliver the Contract of Purchase on behalf of the City with such changes, insertions and completions therein with respect to the aggregate principal amount, interest payment dates, interest rates, maturity, redemption provisions and the purchase price of the Notes (subject to the limitations set forth in Section 3 hereof) and other matters as shall be approved by such person executing the document, such execution to constitute conclusive evidence of such approval, and the sale of the Notes pursuant to the Contract of Purchase is hereby authorized, approved and directed. The Contract of Purchase shall be executed before October 31, 1983, or such later date as may be approved by subsequent ordinance. The acceptance by the City of the Inducement Letter is hereby ratified and approved.

Section 8. The Financing Agreement is hereby approved in substantially the form presented to this meeting and filed with the official records of the City Clerk, and the Mayor or the Comptroller of the City is hereby authorized and directed to execute, acknowledge and deliver the Financing Agreement, attested by the City Clerk or Deputy City Clerk, with such changes, insertions and completions 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 Clerk is hereby authorized and directed to affix to the Financing Agreement the corporate seal of the City. The proper officials of the City are further authorized to take all action necessary to cause the Owner and the Mortgagor to comply with the requirements set forth in the Financing Agreement.

Section 9. The Mayor or the Comptroller is hereby authorized and directed to prepare, execute and deliver an Official Statement for and on behalf of the City pursuant to the Contract of Purchase.

Section 10. The appointment of American National Bank and Trust Company of Chicago as Trustee under the Indenture is hereby authorized, approved and confirmed.

Section 11. The Mayor, Comptroller, City Clerk and Deputy City Clerk for and on behalf of the City 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 City under and pursuant to this ordinance and the Indenture, the execution and delivery of the Notes and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance. The Mayor, Comptroller, City Clerk and Deputy City Clerk be, and they are hereby, further authorized and directed for and on behalf of the City, to execute all documents, certificates and other instruments that may be required under the terms of the Contract of Purchase, the Financing Agreement or the Indenture or 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 and purposes of the City under the Contract of Purchase, the Financing Agreement and the Indenture and to discharge all of the obligations of the City hereunder and thereunder.

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 Notes, 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 Proceedings 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. 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 provisions hereof.

Section 14. To the extent that any statutes, or ordinances, resolutions or orders of the City, or parts thereof, are in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling.

Section 15. This ordinance shall be in full force and effect upon its adoption and approval.

[Indenture of Trust, Contract of Purchase Financing Agreement and Preliminary Official Statement are omitted for printing purposes.]

*Action Deferred--*ON PROPOSED ORDINANCE GRANTING AUTHORITY
TO ADVERTISE FOR SALE BOARD OF EDUCATION PROPERTY HELD IN
TRUST BY CITY LOCATED AT NO. 6751 W. 63RD PL.
FORMERLY BLAIR SCHOOL SITE.

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

CHICAGO, March 23, 1983.

To the President and Members of the City Council:

Your Committee on Finance to which was referred a communication from the Board of Education transmitting a proposed ordinance granting the authority to advertise for sale Board of Education property held in trust by the City of Chicago for the use of schools located at 6751 West 63rd Place, Former Blair School Site having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

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

Whereas. The Board of Education of the City of Chicago at its regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education

determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

Whereas, The Board of Education of the City of Chicago, at said regular meeting held January 12, 1983, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in manner provided by statute the real estate hereinafter described; and

Whereas, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

Section 1. That the following described property, to-wit:

Lots 1 to 24, both inclusive, in Block 31, in Frederick H. Bartlett's Chicago Highlands in the North West quarter of the North East quarter of Section 19, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois,

which property has frontage of 599.9 feet on the East side of W. 63rd Place, 120.92 feet on the East side of S. Oak Park Avenue, 120.62 feet on the West side of S. Normandy Avenue, and has an area of approximately 72,450 square feet, is improved with a school building now vacant and not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

Section 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

Section 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

Section 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

Section 5. This ordinance shall be in force and effect from and after its passage and approval.

*Placed on File--*A COMMUNICATION CONCERNING SETTLEMENTS
AND JUDGMENTS ENTERED AGAINST CITY OF CHICAGO
FOR THE YEARS 1975-1981.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law transmitting settlements made or judgments entered against the City of Chicago for the years 1975 through 1981.

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

COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

Portion of E. 40th St. Closed to Vehicular Traffic.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *pass* the proposed ordinance transmitted herewith (referred on March 9, 1983) for the City of Chicago (Redevelopment Project 41st and King Drive) that the portion of East 40th Street from the first alley east of South Dr. Martin Luther King, Jr. Drive running eastward to South Vincennes Avenue, "To be Closed to Vehicular Traffic", (2nd Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Project 41st South Dr. Martin Luther King, Jr. Drive was designated as a slum and blighted area redevelopment project by the Board of the Department of Urban Renewal, and said designation was approved by the City Council of the City of Chicago on March 1, 1979; and

WHEREAS, The Department of Urban Renewal's Redevelopment Plan for the 41st South Dr. Martin Luther King, Jr. Drive Project, adopted by the City Council on January 21, 1980 provides for the closing to vehicular traffic a portion of East 40th Street; and

WHEREAS, The above-referred to street right of way to be closed will be developed for off-street parking and any necessary driveways, and/or out-door landscaped areas for so long as the property is utilized in accordance with the Redevelopment Plan; provided however, that no buildings or other structures shall be erected in said right of way; now, therefore,

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

SECTION 1. That the portion of East 40th Street from the first alley east of South Dr. Martin Luther King, Jr. Drive running eastward to South Vincennes Avenue, and is crosshatched and indicated by the words "To be Closed to Vehicular Traffic" on the drawing attached hereto, which drawing for greater certainty is hereby made a part of this ordinance, be and the same is hereby closed to vehicular traffic, except for Police, Fire and other emergency vehicles.

SECTION 2. The City of Chicago hereby reserves all those portions of right of ways herein closed, as a right of way for existing water and sewer mains and appurtenances thereto and for the installation of any additional water or sewer mains or other municipally owned service facilities now located or which in the future may be located in said part of closed right of way, and for the maintenance, renewal and construction of such facilities with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area, which in the judgment of the municipal officials, having control of the aforesaid service facilities, would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally owned service facilities.

SECTION 3. Said right of way may be developed for off-street parking, driveways and landscaped areas; the owner of the abutting property and its successors in interest shall be obligated to maintain said right of way.

SECTION 4. The owner of the property abutting the said right of way shall indemnify and hold the City of Chicago harmless against all injuries, damages, claims, suits and judgments as a result of the construction, maintenance or use of said right of way.

SECTION 5. The owners of the abutting property and its successors shall be obligated to pay all costs required to restore said right of way due to repairs, service or installation of sewers or other utility lines performed by the City of Chicago.

SECTION 6. The one-way designation of East 40th Street between South Vincennes Avenue and South Dr. Martin Luther King, Jr. Drive is hereby revoked.

SECTION 7. This ordinance shall take effect and be in full force from and after its passage.

[Map attached to this ordinance is printed on page 16711 of this Journal.]

Supt. of Maps Directed to Approve Plat of Dedication.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (which was referred to the committee on December 1, 1982):

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

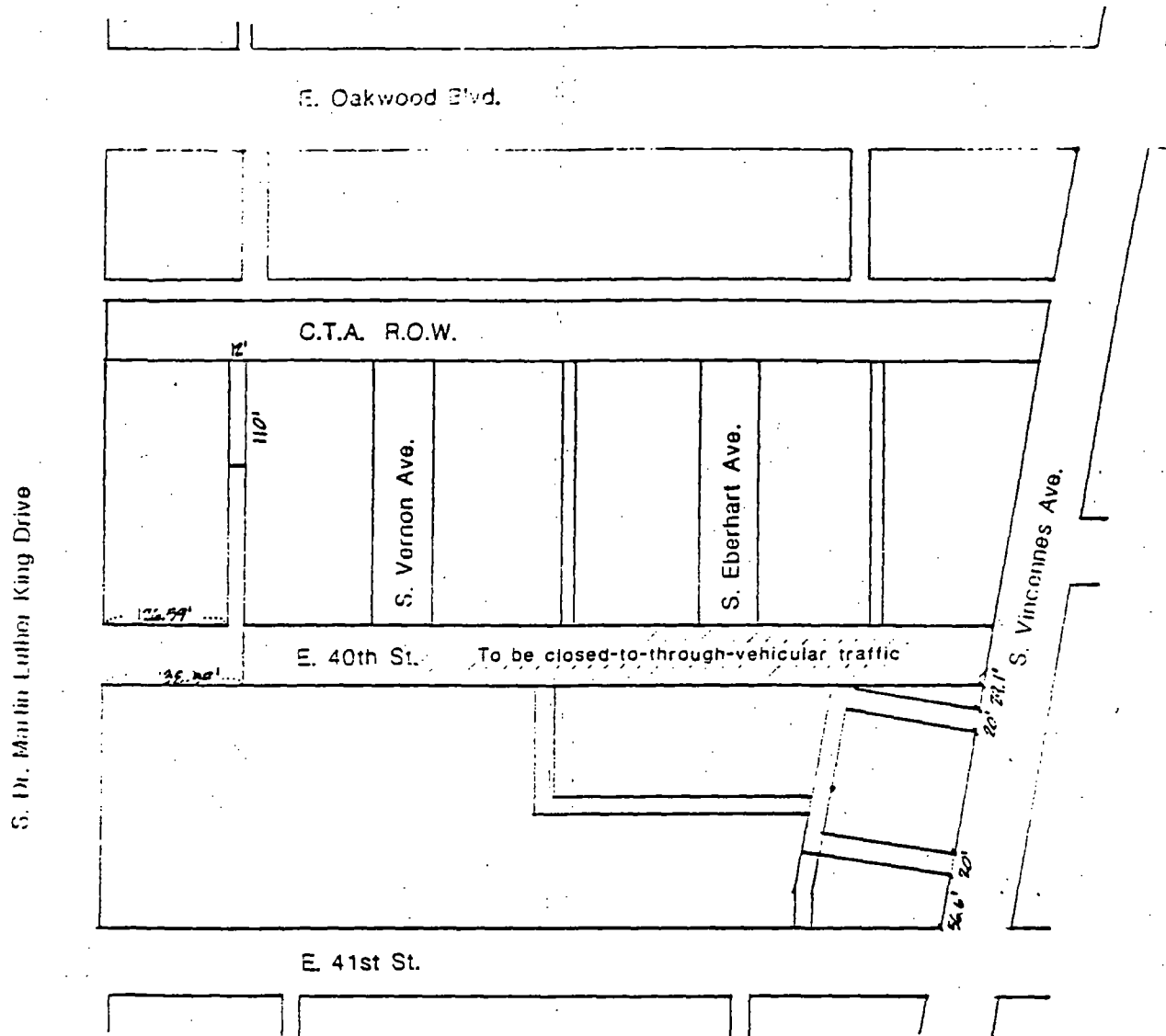
SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a Plat of Dedication of the south 1/2 (33 feet) of E. 85th Street between a line 461.97 feet east of S. St. Lawrence Avenue and a line 628.99 feet east of the east line of S. St. Lawrence Avenue, for Chatham Park South Cooperative, (No. 34-6-82-814), as shown on the attached plat, when the necessary certificates are shown on said plat.

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

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.



41st-King Dr.

City of Chicago
Department of Housing



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

**Authorization for Execution of Declaration and Grant of
Easement on Portion of E. 40th St.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *pass* the proposed ordinance transmitted herewith (referred on March 9, 1983) for the City of Chicago, with the Peoples Co-op for Housing Phase IV, authorizing the execution of a Declaration and Grant of Easement on a portion of East 40th Street within Redevelopment Project 41st and King Drive (2nd Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone---45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, Redevelopment Project 41st and South Dr. Martin Luther King, Jr. Drive was designated as a slum and blighted area by the Board of the Department of Urban Renewal and said designation was approved by the City Council of the City of Chicago on March 1, 1979; and

WHEREAS, The Department of Urban Renewal of the City of Chicago has entered into a contract with the Peoples Co-op for Housing Phase IV for the sale of a parcel of real estate bounded by South Dr. Martin Luther King, Jr. Drive, East 41st Street, South Vincennes Avenue and the C.T.A. Right of Way in the City of Chicago for the construction of 187 units of housing for low and moderate income persons under Section 8 of the United States Housing Act; and

WHEREAS, The site plan for the redevelopment of said parcel contemplates the use of a portion of East 40th Street for off-street parking, driveway and landscaping purposes; and

WHEREAS, The City of Chicago is cognizant of the need for additional low and moderate income housing in the City of Chicago; and

WHEREAS, This body has determined that it is in the best interests of the residents of the City of Chicago to encourage the construction of housing under Section 8 of the United States Housing Act which will provide employment and housing opportunities for the City's residents which otherwise would not exist; and

WHEREAS, The Grant of Easement provides that sewer, water and utility lines beneath the surface of that portion of East 40th Street legally described in the Grant of Easement as the "Easement Parcel" shall remain in place; that access necessary to repair and maintain said utilities shall be reserved to the City of Chicago; and that no buildings or other structures may be erected on the Easement Parcel; and

WHEREAS, People's Co-op for Housing Phase IV and its successors shall be obligated to maintain said portion of East 40th Street and shall at their own expense replace and restore the street surface due to any damage caused by repairs, service or installation of utilities or sewers by the City of Chicago; now, therefore,

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

SECTION 1. The Mayor is authorized to execute and the City Clerk shall attest a Declaration and Grant of Easement subject to the approval of the City of Chicago Department of Housing and the City of Chicago Department of Streets and Sanitation; said Declaration and Grant of Easement being in substantially the following form:

[Declaration, Grant of Easement and Exhibits A, B, and C
printed on pages 16714 through 16734 of this Journal.]

SECTION 2. The Commissioner of the Department of Housing is authorized to take such steps as may be necessary to implement and enforce said Declaration and Grant of Easement.

SECTION 3. This ordinance shall take effect immediately upon its passage.

Supt. of Maps Directed to Approve Plats of Subdivision.

The Committee on Local Industries, Streets and Alleys submitted separate reports recommending that the City Council pass the following two proposed ordinances transmitted therewith for approval of plats of subdivision (which were referred to the committee on March 9, 1983):

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of "Cardamone's Addison Street Subdivision" located on the north side of W. Addison Street between N. Pacific Avenue and W. Forest Preserve Avenue and having a depth of 125.00 feet as shown on the attached plat, when the necessary certificates are shown on said plat (No. 24-38-83-830).

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

[Plat omitted for printing purposes.]

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized

(Continued on page 16734)

3/3/83

DECLARATION AND GRANT OF EASEMENT

THIS DECLARATION AND GRANT OF EASEMENT is made this ____ day of _____, 1983, by the City of Chicago, an Illinois municipal corporation, as grantor (the "Grantor"), and Peoples Co-Op For Housing, Phase IV, an Illinois not-for-profit corporation, as grantee ("Grantee").

W I T N E S S E T H :

WHEREAS, the real estate legally described on Exhibit A attached hereto and made a part hereof (the "Easement Parcel") has previously been dedicated to the Grantor for public use, but has been closed to through vehicular traffic pursuant to Ordinance enacted by the City Council of the City of Chicago on _____, 1983; and

WHEREAS, Grantee is concurrently herewith acquiring title to the real estate legally described on Exhibit B attached hereto and made a part hereof (the "Benefitted Parcel"); and

WHEREAS, it is contemplated that the Benefitted Parcel will be improved with a multi-family housing development for occupancy by low- and moderate-income tenants, which development is commonly known as Paul G. Stewart Apartments, Phase IV, IHDA Development No. ML-174 (the "Project"). An index of the plans and specifications for the development and construction of the Project is attached hereto as Exhibit C and by this reference made a part hereof, and such plans and specifications identified on Exhibit C are referred to herein as the "Plans and Specifications". It is acknowledged that the Plans and Specifications provide for (i) the removal of the existing curb and street pavement from the Easement Parcel, (ii) the use of a portion of the Easement Parcel as a driveway and as a paved parking lot, and (iii) the use of the remainder of the Easement Parcel as a landscaped area for the use and enjoyment of the owners and residents of the Project; and

WHEREAS, the Grantor has determined that the development and construction of the Project on the Benefitted Parcel is in the best interests of the residents and citizens of the City of Chicago and will provide employment and housing opportunities for the general public which otherwise would not exist; and

WHEREAS, to assist in the development of the Project on the Benefitted Parcel, Grantor desires and intends to grant an easement appurtenant over and on the Easement Parcel to the

Grantee and to subsequent owners and holders of title to the Benefitted Parcel and desires and intends that present and future owners, purchasers, mortgagees, tenants, occupants, any persons acquiring any interests in any part or portion of the Benefitted Parcel and members of their immediate families, guests and invitees shall enjoy the benefits of the rights, easements, provisions and terms hereof and shall be subject to the burdens and restrictions as hereinafter set forth; and

WHEREAS, various sewer, water and other utility lines and facilities are located beneath the surface of the Easement Parcel. The Grantor intends that (i) such utility lines and facilities will remain in place in the Easement Parcel during and after the construction of the Project, (ii) the Grantor will have the right of access to the Easement Parcel and other rights which may be necessary and/or appropriate to maintain such utility lines and facilities, and (iii) no structures or improvements shall be constructed on or under the Easement Parcel which will interfere with the Grantor's use and maintenance of such utility lines and facilities; and

WHEREAS, the Grantor also intends to reserve the right of ingress and egress to the Easement Parcel for police, fire and other emergency vehicles upon the terms and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor, for itself, its successors, beneficiaries, grantees and assigns hereby declares as follows:

1. Declaration of Easement.

A non-exclusive easement is hereby declared by Grantor on the Easement Parcel for the improvement and use of the Easement Parcel for parking, driveway, residential and landscaping purposes, ingress and egress, and for other appropriate uses in connection with the Project and the development, construction and operation thereof. Without limitation of the generality of the foregoing, it is agreed that Grantee shall have the right to remove the curb and street pavement from the Easement Parcel, to improve and landscape the Easement Parcel in accordance with the Plans and Specifications, and to use the Easement Parcel in connection with the Project for the uses and purposes contemplated by such improvements and landscaping.

2. Other Uses of Easement Parcel.

It is hereby agreed between the Grantor and the Grantee that no buildings or other structures shall be erected on the Easement Parcel without the Grantor's prior written consent, and without the Grantor's prior written consent the Easement Parcel shall not be improved or used for any purpose not contemplated by the terms hereof; provided, however, that the Grantor's prior written consent shall not be unreasonably withheld. This Section 2 shall not be deemed to prohibit the Grantee's construction of driveways, sidewalks and parking lots on the Easement Parcel as provided in the Plans and Specifications.

3. Other Rights of Grantor.

Grantee and Grantee's successors in interest with respect to the Benefitted Parcel shall be solely responsible for the maintenance, paving, and repair of the Easement Parcel. Grantor hereby retains the right of ingress and egress on, through and under the Easement Parcel for the service, maintenance, installation and reinstallation of sewers and other utility lines and facilities on or beneath the surface of the Easement Parcel and for ingress and egress for police, fire and other emergency vehicles which are owned and/or operated by the Grantor and which are necessary to provide such emergency services for the Project. In the event that the Easement Parcel shall be damaged by reason of Grantor's repair, service or installation of sewers and other utility lines in the Easement Parcel, Grantee shall pay all costs required to replace and restore the Easement Parcel to the condition existing immediately prior to such repair, maintenance or installation. Grantee further agrees to indemnify, keep and save harmless the Grantor against all injury, death, loss, damages, claims, suits, judgments, costs and expenses which the Grantor may suffer or incur as a result of the construction, maintenance or use of the Easement Parcel by the Grantee in accordance with the terms hereof.

4. Easement Appurtenant.

The easements and rights herein granted, together with the obligations herein imposed, are easements appurtenant running with the land and for the benefit of the Grantee and other owners, mortgagees, tenants and occupants from time to time of the Benefitted Parcel, to remain in full force and effect for so long as the Project shall have a useful existence; provided, however, that in no event shall the easement hereby granted be terminated so long as the Department of Housing and Urban Development or the Illinois Housing

Development Authority or their successors or assigns shall have any interest, in the nature of security or otherwise, in the Benefitted Parcel. The easements and obligations herein contained shall inure to the benefit of and be binding upon all present and future owners, purchasers, mortgagees, tenants, occupants, any persons acquiring any interests in the Benefitted Parcel or any part or portion thereof, and members of their immediate families, guests and invitees.

5. Default.

In the event the Grantee or the Grantee's successors or assigns shall abandon or neglect the Easement Parcel or shall permit the same to exist in a condition posing a hazard or danger to the general public, or if the Grantee or its successors and assigns shall make installations or improvements upon the Easement Parcel in violation of the terms hereof, and if such violation shall continue for a period of thirty (30) days after the Grantee's receipt of notice of such violation, the Grantee shall be in default of the terms hereof. In the event that such default shall not be cured within a reasonable time after the occurrence of such default, the Grantor may take such steps as may be necessary and/or appropriate to correct any such hazardous or dangerous condition or remove any improvements or installations which constitute a violation of the within easement. Grantor shall be entitled to recover the total cost of the same from the Grantee.

6. Grantee's Successors.

Upon conveyance of the Benefitted Parcel to any successor or assign of Grantee, which is approved by the City of Chicago Department of Urban Renewal, Grantee shall be relieved of all liability hereunder, and such successor or assign shall assume all responsibilities and obligations of the Grantee hereunder, subject to any exculpatory provisions in the event any such successor or assign shall be an Illinois land trust.

7. Nature of Easement Parcel

Nothing contained herein shall modify, or detract from, the character of the Easement Parcel as a public, dedicated street closed to through vehicular traffic.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 1983.

GRANTOR:

CITY OF CHICAGO, an Illinois
municipal corporation

By: _____
Jane M. Byrne, Mayor

Walter S. Kozubowski,
City Clerk

GRANTEE:

PEOPLES CO-OP FOR HOUSING,
PHASE IV, an Illinois not-for-
profit corporation

By: _____
Its: _____

Attest: _____
Its: _____

APPROVED:

CITY OF CHICAGO DEPARTMENT
OF HOUSING

By: _____
Its: _____

APPROVED:

CITY OF CHICAGO DEPARTMENT
OF STREETS AND SANITATION

By: _____
Its: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that JAYNE M. BYRNE, personally known to me to be the Mayor of the City of Chicago, a Municipal Corporation, and WALTER S. KOZUBOWSKI, personally known to me to be the Clerk of the City of Chicago, a Municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that as such Mayor and Clerk, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the City of Chicago, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1983.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, the undersigned Notary Public in and for said County,
in the State aforesaid, do hereby certify that
the _____ and _____ of PEOPLES
CO-OP FOR HOUSING, PHASE IV, an Illinois not-for-profit
corporation, personally known to me to be the same persons
whose names are subscribed to the foregoing instrument,
appeared before me this day in person and being first duly
sworn by me severally acknowledged that they signed and
delivered the said instrument and caused the corporate seal of
said corporation to be affixed thereto as their free and
voluntary act and as the free and voluntary act and deed of said
corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of
_____, 1983.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ as _____ of THE CITY OF CHICAGO DEPARTMENT OF HOUSING personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me severally acknowledged that he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 1983.

Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) ss.
COUNTY OF C O O K)

I, the undersigned Notary Public in and for said County,
in the State aforesaid, do hereby certify that
 as of THE CITY OF
CHICAGO DEPARTMENT OF STREETS AND SANITATION personally known
to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person and
being first duly sworn by me severally acknowledged that he
signed and delivered the said instrument and caused the
corporate seal of said corporation to be affixed thereto as his
free and voluntary act and as the free and voluntary act and
deed of said corporation, for the uses and purposes therein set
forth.

GIVEN under my hand and notarial seal this _____ day of
_____, 1983.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description for Easement Parcel

THAT PART OF EAST 40TH STREET BEING 60 FEET IN WIDTH AND LYING SOUTH OF AND ADJOINING THE SOUTH LINE, AND SAID LINE EXTENDED, OF BLOCKS 5, 6 AND 7 IN CLEAVER AND SHERMAN'S SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES AND THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE 3RD PRINCIPAL MERIDIAN, LYING EAST OF AND ADJOINING THE WEST LINE, EXTENDED SOUTH, OF LOT 28 IN JOHN G. EARLE'S RESUBDIVISION OF THE EAST 1/2 OF BLOCK 5 AND THE WEST 1/2 OF BLOCK 6 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID, LYING WEST OF AND ADJOINING THE WESTERLY LINE OF SOUTH VINCENNES AVENUE AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF BLOCK 1 IN McKEY'S ADDITION TO HYDE PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 3, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1882 AS DOCUMENT NO. 424229, IN COOK COUNTY, ILLINOIS.

EXHIBIT B
Legal Description for Benefitted Parcel

PARCEL "1"

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONSISTING OF VARIOUS LOTS, TO BE VACATED ALLEYS AND TO BE VACATED STREETS FALLING WITHIN A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT THE SOUTHWEST CORNER OF LOT 7 IN BLOCK 5 IN CLEAVER AND SHERMAN'S SUBDIVISION OF THE NORTH 10 ACRES OF THE SOUTH 20 ACRES AND THE SOUTH 10 ACRES OF THE NORTH 20 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS EAST ALONG THE WEST LINE AND SAID WEST LINE EXTENDED NORTHERLY, OF LOT 7 (SAID LINE BEING ALSO THE EASTERLY LINE OF SOUTH DR. MARTIN LUTHER KING JR. DRIVE) 109.73 FEET TO THE NORTHWEST CORNER OF BLOCK 5 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID; THENCE SOUTH 89 DEGREES 52 MINUTES 20 SECONDS EAST ALONG THE NORTH LINE AND SAID NORTH LINE EXTENDED OF BLOCKS 5, 6 AND 7 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID, 930.42 FEET TO THE NORTHEAST CORNER OF SAID BLOCK 7, BEING ALSO THE WESTERLY LINE OF SOUTH VINCENNES AVENUE; THENCE SOUTH 10 DEGREES 27 MINUTES 49 SECONDS WEST ALONG SAID LAST DESCRIBED WESTERLY LINE, 277.36 FEET TO THE NORTH LINE OF EAST 40TH STREET (SAID POINT BEING ALSO THE SOUTHEAST CORNER OF LOT 20 IN BLOCK 7 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID); THENCE NORTH 89 DEGREES 58 MINUTES 05 SECONDS WEST ALONG SAID LAST DESCRIBED NORTH LINE OF EAST 40TH STREET AND SAID LINE EXTENDED 741.52 FEET TO THE SOUTHWEST CORNER OF LOT 28 IN JOHN G. EARLE'S RESUBDIVISION OF THE EAST 1/2 OF BLOCK 5 AND THE WEST 1/2 OF BLOCK 6 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 04 SECONDS EAST ALONG THE WEST LINE OF LOTS 28, TO 33 IN JOHN G. EARLE'S RESUBDIVISION, AFORESAID, (SAID LINE BEING ALSO THE EAST LINE OF A 12 FEET WIDE PUBLIC ALLEY) 164.46 FEET TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 IN BLOCK 5 IN CLEAVER AND SHERMAN'S SUBDIVISION, AFORESAID; THENCE NORTH 89 DEGREES 54 MINUTES 34 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 138.53 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL "2"EXHIBIT B

THAT PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONSISTING OF VARIOUS LOTS AND TO BE VACATED ALLEYS FALLING WITHIN A TRACT OF LAND BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT A POINT ON THE EASTERLY LINE OF LOT 35, 21.0 FEET SOUTHERLY OF THE NORTHEAST CORNER OF SAID LOT 35 IN BLOCK 1 IN MCKEY'S ADDITION TO HYDE PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 3, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1882 AS DOCUMENT NO. 424229; THENCE SOUTH 10 DEGREES 27 MINUTES 49 SECONDS WEST ALONG THE WESTERLY LINE OF SOUTH VINCENNES AVENUE, 56.36 FEET TO THE NORTH LINE OF EAST 41ST STREET AS WIDENED; THENCE NORTH 89 DEGREES 54 MINUTES 13 SECONDS WEST ALONG SAID LAST DESCRIBED LINE AND SAID LINE EXTENDED, 233.39 FEET TO THE WEST LINE OF LOT 29 IN BLOCK 1 IN MCKEY'S ADDITION TO HYDE PARK, AFORESAID; THENCE NORTH 00 DEGREES 05 MINUTES 47 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 120.45 FEET TO THE NORTHWEST CORNER OF SAID LOT 29; THENCE SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST ALONG THE NORTH LINE OF LOTS 22 TO 28, INCLUSIVE, IN BLOCK 1 IN MCKEY'S ADDITION TO HYDE PARK, AFORESAID, (SAID LINE BEING ALSO THE SOUTH LINE OF A TO BE VACATED 14 FEET WIDE ALLEY) 169.42 FEET TO A SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 19.0 FEET OF LOT 52 IN BLOCK 1 IN MCKEY'S ADDITION TO HYDE PARK, AFORESAID; THENCE NORTH 00 DEGREES 04 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE (SAID LINE BEING ALSO THE WEST LINE OF A TO BE VACATED 18 FEET WIDE ALLEY) 126.72 FEET TO THE NORTH LINE OF SAID LOT 52 (SAID LINE BEING ALSO THE SOUTH LINE OF EAST 40TH STREET); THENCE SOUTH 89 DEGREES 58 MINUTES 05 SECONDS EAST ALONG SAID SOUTH LINE OF EAST 40TH STREET, 296.37 FEET TO AN INTERSECTION WITH A LINE 1.0 FEET, MEASURED AT RIGHT ANGLES, WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 IN THE SUBDIVISION OF LOTS 42 AND 43 IN BLOCK 1 OF MCKEY'S ADDITION TO HYDE PARK, AFORESAID; THENCE SOUTH 00 DEGREES 01 MINUTES 55 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE, 23.38 FEET TO AN INTERSECTION WITH A LINE 1.0 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THAT PART OF THE EASTERLY LINE OF SAID LOT 1 LYING SOUTHERLY OF THE ANGLE POINT IN SAID EASTERLY LINE; THENCE SOUTH 10 DEGREES 27 MINUTES 49 SECONDS WEST ALONG SAID LAST DESCRIBED PARALLEL LINE AND SAID LINE EXTENDED, 144.63 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF A LINE 21.0 FEET, MEASURED AT RIGHT ANGLES, SOUTHERLY OF AND PARALLEL WITH THE NORTHERLY LINE OF LOT 35 IN BLOCK 1 IN MCKEY'S ADDITION TO HYDE PARK, AFORESAID; THENCE SOUTH 79 DEGREES 32 MINUTES 11 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, 145.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT BPARCEL "3"

LOT 41 (EXCEPT THE SOUTHWESTERLY 21.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHWESTERLY LINE THEREOF) IN BLOCK 1 IN MCKEY'S ADDITION TO HYDE PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1882 AS DOCUMENT NO. 424229, IN COOK COUNTY, ILLINOIS.

PARCEL "4"EXHIBIT B

A STRIP OF LAND IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTH-EAST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WESTERLY LINE OF SOUTH VINCENNES AVENUE, EAST OF THE EAST LINE OF SOUTH DR. MARTIN LUTHER KING JR. DRIVE, SOUTH OF THE SOUTH LINE OF BOWEN AND SMITH'S SUBDIVISION AND NORTH OF THE NORTH LINE OF BLOCKS 5, 6 AND 7, AND SAID NORTH LINE EXTENDED, IN CLEAVER AND SHERMAN'S SUBDIVISION, BOTH SUBDIVISIONS BEING IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 3, IN COOK COUNTY, ILLINOIS..

PAUL G. STEWART CENTER - PHASE IV

EXHIBIT C

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PAUL G. STEWART CENTER PHASE IV
450 EAST 41st STREET
CHICAGO, - ILLINOIS
CASE NO. ML-174

OCT. 11, 1982

ARCHITECT

ENVIRONMENT SEVEN, LTD.

BY _____

TITLE _____

STRUCTURAL
ENGINEER

CHRIS STEFANOS & ASSOC.

BY _____

TITLE _____

ENGINEERING
CONSULTANTS

RTM & ASSOCIATES

BY _____

TITLE _____

DEVELOPER

PEOPLES CONSUMER
CO-OPERATIVE

BY _____

TITLE _____

MORTGAGEE

ILLINOIS HOUSING
DEVELOPMENT AUTHORITY

BY _____

TITLE _____

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and directed to approve a plat of "Cardomone's Pacific Avenue Subdivision" located on the east side of N. Pacific Avenue between a line 145.00 feet north of the north line of W. Addison Street and a line 616.08 feet north of the north line of W. Addison Street and having a depth of 110.00 feet as shown on the attached plat, when the necessary certificates are shown on said plat (No. 24-38-83-829).

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

[Plat omitted for printing purposes.]

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

Amendment of Ordinance for Vacation of Portion of N. West Water St.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed Amending Ordinance transmitted herewith of an Opinion dated December 21, 1982 for Riverside Park, Ltd. The original ordinance was passed by the City Council on June 30, 1982, (C.J. pp. 11282-11283) provided for a six (6) month time period to record a certified copy of said ordinance, in connection with the vacation of this part of N. West Water Street required an additional three (3) month time period. It is also necessary to correct the legal description in Section 1 of ordinance to include the Section, Township and Range; now, therefore,

"SECTION 1. That the ordinance as passed by the City Council on June 30, 1982, (C.J. pp. 11282-11283) providing for "Portion of N. West Water Street Vacated" be and the same is hereby amended by striking "six (6) months" appearing in Sections 3 and 4 of said ordinance, and substituting in lieu thereof "nine (9) months" and by inserting "in the S. 1/2 of Section 9, Township 39 North, Range 14 East of the Third Principal" as part of the legal description for the Original Town of Chicago appearing on line three (3) of Section 1 of said ordinance (27th Ward)."

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,

Chairman.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

The following is said amendatory ordinance as passed:

WHEREAS, That part of N. West Water Street vacated by ordinance passed by the City Council June 30, 1982, (C.J. pp. 11282-11283) provided for a six (6) month time period to record a certified copy of said ordinance; and

WHEREAS, The City of Chicago, the Metropolitan Sanitary District, and Riverside Park Ltd. in connection with the vacation of this part of N. West Water Street required an additional three (3) month time period in order to negotiate the transfer of deeds for property to be used for a City riverfront park and the property needed for the Metropolitan Sanitary District Instream Aeration Facility site; and

WHEREAS, It is also necessary to correct the legal description in Section 1 of ordinance to include the Section, Township, and Range; now, therefore,

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

SECTION 1. That the ordinance as passed by the City Council on June 30, 1982, as printed in the Journal of Proceedings on said date, pages 11282 and 11283, providing for "Portion of N. West Water Street Vacated" be and the same is hereby amended by striking "six (6) months" appearing in Sections 3 and 4 of said ordinance, and substituting in lieu thereof "nine (9) months" and by inserting "in the S. 1/2 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian" as part of the legal description for the Original Town of Chicago appearing on line three (3) of Section 1 of said ordinance.

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

**Amendment of Ordinance for Vacation of Portion of East-West Public
Alley and Provision for Dedication of Portion of North-South
Public Alley in Block Bounded by W. McLean, N. Hamlin,
W. Hermitage and N. Lawndale Aves.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *pass* the proposed Amending Ordinance transmitted herewith of an Opinion dated December 8, 1982 for American Property Investors, VI, providing for the vacation of the east 234 feet of the west 284 feet of the east-west 16-foot public alley and providing for the dedication of a north-south 16-foot public alley running north to W. McLean Avenue from the east terminus of that part of the alley to be vacated all in the block bounded by W. McLean Avenue, N. Hamlin Avenue, W. Hermitage Avenue, and N. Lawndale Avenue.

The original ordinance passed by the City Council on October 6, 1982 (C.J. pp. 12729-12730), is being amended to correct two (2) typographical errors on lines 5 and 6 of the first paragraph of Section 1 of the ordinance passed. "The East 20 feet" should read "the east 16 feet" and "south of the north line" should read "south to the north line" (35th Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) WILLIAM BARNETT,

Chairman.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuller, Volini, Orr, Stone--45.

Nays--None.

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

The following is said amendatory ordinance as passed:
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the ordinance passed by the City Council of the City of Chicago on October 6, 1982, as printed in the Journal of Proceedings of the City Council of the City of Chicago of said date, pages 12729 and 12730, providing for "Part of the East-West Public Alley and Part of North-South Public Alley Dedicated in Block Bounded by W. McLean, W. Armitage, N. Hamlin and N. Lawndale Aves.", be and the same is hereby amended by striking all of the ordinance as passed and substituting in lieu thereof the following ordinance:

"WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 61 to 70, both inclusive; lying north of the north line of Lots 75 to 84, both inclusive; lying east of a line drawn from the southwest corner of said Lot 70 to the northwest corner of said Lot 75; and lying west of the west line of the east 16 feet of said Lot 61 extended south to the north line of said Lot 84 all in Block 7 in

Jackson's Subdivision of Blocks 7 and 8 of Hambleton's Subdivision of the E. ½ of the N.W. ¼ of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the east 234 feet of the west 284 feet of the east-west 16-foot public alley in the block bounded by W. McLean Avenue, W. Armitage Avenue, N. Hamlin Avenue and N. Lawndale Avenue as colored in red and indicated by the words "TO BE VACATED" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2: American Property Investors VI, a Colorado Ltd. Partnership, shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

The east 16 feet of Lot 61 in Block 7 in Jackson's Subdivision of Blocks 7 and 8 of Hambleton's Subdivision of the E. ½ of the N.W. ¼ of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, American Property Investors VI, a Colorado Ltd. Partnership, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Eight Thousand Seven Hundred and no/100 Dollars (\$8,700.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 120 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of constructing, paving and curbs in and to the 16-foot public alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 120 days after the passage of this ordinance, American Property Investors VI, a Colorado Ltd. Partnership, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

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

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

**Amendment of Ordinance for Extension of Time of Compensation and Recording
Pertaining to Vacation of Part of North-South Public Alley in Block
Bounded by E. 127th St., E. 128th St., S. Torrence Av.
and S. Saginaw Av.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed Amending Ordinance transmitted herewith of an Opinion dated December 17, 1982 for Carl J. and Emily A. Gauthier for extending the time of compensation and recording from 90 days to 180 days. The original ordinance was passed by the City Council October 6, 1982, (C.J. pp. 12731-12732), providing for the vacation of "Part of N.-S. Public Alley vacated in block bounded by E. 127th St., E. 128th St., S. Torrence Ave. and S. Saginaw Ave." be and the same is hereby amended by striking "90 days" in Sections 2 and 3 of said ordinance and inserting in lieu thereof "180 days" (10th Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schultzer, Volini, Orr, Stone--45.

Nays--None.

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

The following is said *amendatory* ordinance as passed:

WHEREAS, The alley vacation ordinance passed by the City Council October 6, 1982, (C.J. pp. 12731 and 12732) provided for a 90 day time period to record a certified copy of said ordinance; and

WHEREAS, The beneficiary of this ordinance will require an additional 90 days to obtain a deed from the Chicago and Western Indiana Railroad Company before recording said ordinance; now, therefore,

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

SECTION 1. That the ordinance as passed by the City Council on October 6, 1982, appearing on pages 12731 and 12732 of the Journal of the Proceedings of said date, providing for the vacation of "Part of N.-S. Public Alley Vacated in Block Bounded by E. 127th St., E. 128th St., S. Torrence Av., and S. Saginaw Av." be and the same is hereby amended by striking "90 days" in Sections 2 and 3 of said ordinance and inserting in lieu thereof "180 days".

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

**Time Extension Providing for Vacation of Specified Alley in Block
Bounded by W. Armitage, N. Wilmot, N. Milwaukee and N. Oakley Aves.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed time extension ordinance transmitted herewith of an ordinance passed by the City Council October 27, 1982 (C.J. pp. 13233, 13234 and 13235) and of an Opinion dated February 9, 1983 for McDonald's Corporation providing for the vacation of the northwesterly 191.09 feet, more or less, of the northwesterly to N. Wilmot Avenue from the southeasterly terminus of that part of the alley to be vacated, all in the block bounded by W. Armitage Avenue, N. Wilmot Avenue, N. Milwaukee Avenue, and N. Oakley Avenue (32nd Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance was passed by the City Council on October 27, 1982, appearing on pages 13233, 13234 and 13235 of the Journal of the Proceedings of said date, providing for the vacation of "Part of Northwesternly-Southeasterly Public Alley Vacated in Block Bounded by N. Wilmot, N. Milwaukee, N. Western and N. Oakley Aves."; and

WHEREAS, Said ordinance was not recorded within the time limit of 90 days as provided in the ordinance; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the northwesterly-southeasterly 16-foot public alley lying northeasterly of the northeasterly line of Lots 4 to 7, both inclusive, in Block 5 in

Pierce's Addition to Holstein in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian;

lying northeasterly of the northeasterly line of Lots 1, 2 and 3 in

Pribyl's Resubdivision of Lots 1, 2 and 3 in Block 5 in Pierce's Addition to Holstein aforementioned;

lying southwesterly of the southwesterly line of Lots 40 to 47, both inclusive, in Block 5 in Pierce's Addition to Holstein aforementioned; lying northwesterly of the southwesterly extension of the northwesterly line of the southeasterly 20 feet of Lot 47 in Block 5 in Pierce's Addition to Holstein aforementioned; and lying southeasterly of the east line of N. Western Avenue, as widened, (being a line 50 feet east of and parallel with the west line of said Section 31, Township 40 North, Range 14 East of the Third Principal Meridian) by Order of Possession entered January 3, 1945, Superior Court Docket No. 419059; said part of public alley being further described as the northwesterly 191.09 feet, more or less, of the northwesterly-southeasterly 16-foot public alley in the block bounded by W. Armitage Avenue, N. Wilmot Avenue, N. Milwaukee Avenue, N. Western Avenue and N. Oakley Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The McDonald's Corporation shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

The southeasterly 16.00 feet of Lot 47 together with the northwesterly 4.00 feet of the southeasterly 20.00 feet of the southwesterly 19.00 feet of Lot 47 in Block 5 in Pierce's Addition to Holstein, said Addition being a Subdivision of part of the N. $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing;

also

the McDonald's Corporation shall convey an easement area for ingress and egress over and across the following described property:

That part of Lots 45, 46 and 47 and the to be vacated alley southwest and adjoining said Lots in Block 5 in Pierce's Addition to Holstein, said Addition being a Subdivision of part of the N. $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; described as follows: Beginning at a point on the northeasterly line of Lot 45, said point being 50.18 feet northwest of the southeasterly line of Lot 47; thence 19.82 feet northwesterly along the northeasterly line of Lot 45; thence 3.28 feet southwesterly along a line drawn perpendicular to the northeasterly line of Lot 45; thence 76.17 feet southwesterly, along a line that forms an angle of 75 degrees, 09 minutes, 22 seconds as measured from southeast to southwest with the northeasterly line of Lot 45, to a point of curve; thence 49.85 feet southwesterly along the arc of a circle, convex to the northwest, having a radius of 60.00 feet to a point on the southwesterly line of the 16-foot public alley, said point being 20.00 feet northwest of the southeasterly line of Lot 47; thence 24.34 feet northeasterly along a line 20.00 feet northwest of and parallel with the southeasterly line of Lot 47; thence 21.87 feet northeasterly along the arc of a circle (said circle being concentric with the previously described circle, and having a radius of 40.00 feet) to a point of tangency; thence 74.26 feet northeasterly to the hereinabove described point of beginning, in Cook County, Illinois.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the McDonald's Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public alley hereby vacated, the sum of Thirteen Thousand Six Hundred Dollars (\$13,600.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in N. Western Avenue and constructing paving and curb returns in and to the alley herein dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the McDonald's Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a properly executed Easement Agreement and a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

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

Part of W. 21st St. Between S. LaSalle and S. Clark Sts., Etc. Vacated.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *pass* the proposed ordinance transmitted herewith of an Order passed by the City Council April 21, 1982, (C.J. p. 10409) and of Opinion dated February 16, 1983 for D.R. Shand and the Penn Central Corporation and The Chicago Title and Trust Company, Successor Trustee, Trustee, Trust No. 4559 vacating part of the public street described as all the remaining part of W. 21st Street between S. LaSalle Street and S. Clark Street, etc. (1st Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of W. 21st Street lying south of the south line of Lot 1 in Block 37 in

Canal Trustee's New Subdivision of Blocks in the east fraction of Fractional S. E. $\frac{1}{4}$ of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian;

lying north of the north line of Lots 1 and 2 in

Assessor's Division of Lots 1 to 3 in Block 47, S.E. $\frac{1}{4}$ of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian;

lying west of a line drawn from the southeast corner of Lot 1 in Block 37 of Canal Trustee's New Subdivision aforementioned, to the northeast corner of Lot 1 in Assessor's Division of Lots 1 to 3 aforementioned; and lying easterly of a line drawn from a point on the south line of Block 37 of Canal Trustee's New Subdivision aforementioned, which is 79 feet west of the southeast corner of said Block 37, to a point on the north line of Block 47 of Canal Trustee's New Subdivision aforesaid

which is 66 feet west of the northeast corner of said Block 47; said part of W. 21st Street herein vacated being further described as all the remaining part of W. 21st Street between S. LaSalle Street and S. Clark Street lying easterly of that part of W. 21st Street vacated in Track Elevation Ordinance passed July 12, 1894, as colored in red and indicated by the words "To be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, D. R. Shane and The Penn Central Corporation and the Chicago Title and Trust Company, Successor Trustee, Trust No. 4559, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of W. 21st Street hereby vacated, the sum of Six Thousand Six Hundred and No/100 Dollars (\$6,600.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of W. 21st Street hereby vacated, similar to the sidewalk and curb in S. Clark Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, D. R. Shane and The Penn Central Corporation and the Chicago Title and Trust Company, Successor Trustee, Trust No. 4559, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

**Parts of S. Vernon and S. Eberhart Aves. and Public Alleys
Vacated, Together with Opening of Parts of Public Alleys
in Area Bounded by C.T.A., E. 41st St., Dr. Martin
Luther King, Jr. Dr. and S. Vincennes Av.**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, March 22, 1983.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance for the Department of Housing-Peoples Consumers Co-Operative, passed by the City Council May 18, 1982 (C.J. p. 10731) vacating all that part of S. Vernon Avenue and S. Eberhart Avenue lying between the south right of way line of the Chicago Transit Authority and the north line of E. 40th Street; together with all of the public alleys in the area bounded by the Chicago Transit Authority, E. 40th Street, S. Vernon Avenue, and S. Vincennes Avenue; also, the north 108.20 feet of the north-south 12 foot public alley in the block bounded by the Chicago Transit Authority, E. 40th Street, S. Dr. Martin Luther King, Jr. Drive and S. Vernon Avenue; also, all of the remaining east-west 14 foot public alley, all of the north-south 18 foot public alley and the southerly 80.33 feet of the northerly-southerly 14 foot public alley west of S. Vincennes Avenue, all in the block bounded by E. 40th Street, E. 41st Street, S. Dr. Martin Luther King, Jr. Drive and S. Vincennes Avenue (2nd Ward).

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand; Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schuller, Volini, Orr, Stone--45.

Nays--None:

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved in such as to warrant the vacation of public streets, public alleys and part of public alleys described in the following ordinance; now, therefore,

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

SECTION 1. That part of S. Vernon Avenue lying east of the east line of Lot 21, and Lots 29 to 39, both inclusive; lying west of the west line of Lots 1 to 12, both inclusive; lying south of a line drawn from the northeast corner of Lot 39 to the northwest corner of Lot 1; and lying north of a line drawn from the southeast corner of Lot 21 to the southwest corner of Lot 12 all in

John G. Earle's Resubdivision of the E. ½ of Block 5 and the W. ½ of Block 6 in Cleaver and Sherman's Subdivision of the north 10 acres of the south 20 acres and the south 10 acres of the north 20 acres in the N.W. ¼ of the N.E. ¼ of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian;

also

all that part of S. Eberhart Avenue lying west of the west line of the east 16 feet of that part of S. Eberhart Avenue vacated by ordinance passed October 4, 1938, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, November 22, 1938, as Document No. 12239674; lying east of the east line of Lots 1, 4, 5, 8, 9, and 12 in Block 6 in Cleaver and Sherman's Subdivision aforementioned; lying east of the east line of Lot 1 in

Taylor and Clark's Resubdivision of Lots 13, 16, 17, and 20 in Block 6 in Cleaver and Sherman's Subdivision aforementioned;

lying south of a line drawn from the northeast corner of Lot 1 in Block 6 in Cleaver and Sherman's Subdivision aforementioned, to the northwest corner of Lot 2 in Block 7 in Cleaver and Sherman's Subdivision aforementioned; and lying north of a line drawn from the southeast corner of Lot 1 in Taylor and Clark's Resubdivision aforementioned, to the southwest corner of Lot 19 in Block 7 in Cleaver and Sherman's Subdivision aforementioned;

also

all that part of the north-south 12 foot public alley lying west of the west line of Lots 33 to 39, both inclusive, in John G. Earle's Resubdivision aforementioned; lying east of the east line of Lots 2, 3, 6, and 7 in Block 5 in Cleaver and Sherman's Subdivision aforementioned; lying south of a line drawn from the northeast corner of Lot 2 in Block 5 in Cleaver and Sherman's Subdivision aforementioned to the northwest corner of Lot 39 in John G. Earle's Resubdivision aforementioned; and lying north of the south line of Lot 7 in Cleaver and Sherman's Subdivision aforementioned, produced east to the west line of Lot 33 in John G. Earle's Resubdivision aforementioned;

also

all of the north-south 12 foot public alley lying west of the west line of Lots 1, 4, 5, 8, 9, and 12 in Block 6 in Cleaver and Sherman's Subdivision aforementioned; lying west of the west line of Lot 7 in Taylor and Clark's Resubdivision aforementioned; lying east of the east line of Lots 19 and 20 in John G. Earle's Resubdivision aforementioned; lying south of a line drawn from the northwest corner of Lot 1 in Block 6 in Cleaver and Sherman's Subdivision aforementioned, to the northeast corner of Lot 20 in John G. Earle's Resubdivision aforementioned; and lying north of a line drawn from the southwest corner of Lot 7 in Taylor and Clark's Resubdivision aforementioned, to the southeast corner of Lot 19 in John G. Earle's Resubdivision aforementioned;

also

all of the north-south 12 foot public alley lying west of the west line of Lots 1, 4, 5, 8, 9, 12, 13, 16, 17, and 20; lying east of the east line of Lots 2, 3, 6, 7, 10, 11, 14, 15, 18, and 19; lying south of a line drawn from the northwest corner of said Lot 1 to the northeast corner of said Lot 2; and lying north of a line drawn from the southeast corner of said Lot 19 to the southwest corner of said Lot 20 all in Block 7 in Cleaver and Sherman's Subdivision aforementioned;

also

all of the remaining east-west 14 foot public alley lying north of the north line of Lots 22 to 31, both inclusive, in Block 1 in

McKey's Addition to Hyde Park, being a Subdivision made by Circuit Court Commissioner's in Partition of that part of the south 10 acres of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian; lying west of the west line of Vincennes Avenue, together with Lots 13 to 23, both inclusive, of Block 6 in Cleaverville Addition, a Subdivision in the N.E. $\frac{1}{4}$ of Section 3 aforementioned;

lying south of the south line of Lots 44 to 52, both inclusive, in Block 1 in McKey's Addition to Hyde Park aforementioned; and south of the south line of Lots 1 to 4, both inclusive, in

Subdivision of 42 and 43 in Block 1 of McKey's Addition to Hyde Park aforementioned;

lying west of a line drawn from the southeast corner of Lot 1 in Subdivision of Lots 42 and 43 aforementioned, to the northeast corner of Lot 31 in Block 1 in McKey's Addition to Hyde Park aforementioned; and lying east of the west line of the east 19 feet of Lot 52 in Block 1 in McKey's Addition to Hyde Park aforementioned produced south;

also

all that part of the northerly-southerly 14 foot public alley lying east of the east line of Lot 31; lying west of the west line of Lots 32 to 35, both inclusive; lying southerly of the southerly line of the northerly 20 feet of Lot 35 produced westerly; and lying north of a line drawn from a point on the east line of Lot 31, which is 23 feet north of the southeast corner of said Lot 31, to a point on the west line of Lot 32, which is 23 feet north of the southwest corner of said Lot 32, all in

Block 1 in McKey's Addition to Hyde Park aforementioned;

also

all of the north-south 18 foot public alley as dedicated by plat recorded May 23, 1975, in the Office of the Recorder of Deeds in Cook County, Illinois, as Document No. 23090926 and described as follows:

The west 18 feet of the east 19 feet of Lot 52. in Block 1 in McKey's Addition to Hyde Park aforementioned;

also

all right, title, and interest in and to the following private alleys:

The 3 foot east-west private alley over and across the north 3 feet of Lots 21 to 28, both inclusive, in John G. Earle's Resubdivision aforementioned;

The 3 foot east-west private alley over and across the north 3 feet of Lots 12 to 19, both inclusive, in John G. Earle's Resubdivision aforementioned;

The 8 foot east-west private alley over and across the north 8 feet of Lots 1 to 7, both inclusive, in Taylor and Clark's Resubdivision aforementioned;

The 3 foot north-south private alley over and across the east 3 feet of Lots 1 to 11, both inclusive, in John G. Earle's Resubdivision aforementioned;

said public streets, public alleys and part of the public alley herein vacated being further described as all that part of S. Vernon Avenue and S. Eberhart Avenue lying between the south right of way line of the Chicago Transit Authority and the north line of E. 40th Street; together with all of the public alleys in the area bounded by the Chicago Transit Authority, E. 40th Street, S. Vernon Avenue, and S. Vincennes Avenue; also, the north 108.20 feet of the north-south 12 foot public alley in the block bounded by the Chicago Transit Authority, E. 40th Street, S. Dr. Martin Luther King, Jr. Drive and S. Vernon Avenue; also, all of the remaining east-west 14 foot public alley, all of the north-south 18 foot public alley and the southerly 80.33 feet of the northerly-southerly 14 foot public alley west of S. Vincennes Avenue, all in the block bounded by E. 40th Street, E. 41st Street, S. Dr. Martin Luther King, Jr. Drive, and S. Vincennes Avenue, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, Peoples Consumers Co-operative, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of part of the property abutting said public streets, public alleys and part of public alleys hereby vacated, the sum of dollars to be determined by the highest appraisal received by City for said area dollars (\$ _____), which sum in the judgment of this body will be equal to such benefits; the City of Chicago being the owner of the remaining property adjoining said public streets, public alleys, and part of public alleys hereby vacated.

SECTION 3. The vacations herein provided for are made upon the express condition that within 120 days after the passage of this ordinance, the Peoples Consumers Co-operative, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

MATTERS PRESENTED BY THE ALDERMEN.

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

Arranged under the following subheadings:

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

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 and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location</i>
Bloom (5th Ward)	E. 55th Street (south side) from a point 20 feet east of S. Hyde Park Boulevard to a point 25 feet thereof --10:00 A.M. to 7:00 P.M. -- Monday through Saturday;
	E. 73rd Street (north side) from a point 145 feet west of S. South Shore Drive to a point 25 feet thereof --8:00 A.M. to 6:00 P.M. - - Monday through Saturday;
Oberman (43rd Ward)	N. Lincoln Avenue (west side) from a point 115 feet south of N. Sheffield Avenue to a point 25 feet south thereof -- 8:00 A.M. to 6:00 P.M. --Monday through Saturday.

Referred--PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTION ON PORTION OF N. DAYTON ST.

Alderman Merlo (44th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on N. Dayton Street from W. Wellington Avenue to W. Nelson Street; which was *Referred to the Committee on Traffic Control and Safety*.

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

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

Referred--PROPOSED ORDINANCES TO DISCONTINUE
RESTRICTIONS ON MOVEMENT OF VEHICULAR TRAFFIC
TO SINGLE DIRECTION ON PORTION OF W. GRACE
ST.

Alderman Mell (33rd Ward) and Alderman Marcin (35th Ward) presented a proposed ordinance to discontinue the restriction on movement of vehicular traffic allowing the flow of traffic to proceed in both directions on W. Grace Street from N. California to Kedzie Avenues; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCES TO AMEND PARKING
METER AREAS AT SPECIFIED LOCATIONS.

Alderman Roti (1st Ward) presented two proposed ordinances to amend parking meter areas by including the description listed below within said areas, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Street</i>	<i>Location</i>
S. Federal Street (both sides)	Between W. Van Buren Street and W. Congress Parkway -- 30 minute meters (parking meter area 513-CBD);
E. Randolph Street (grade level -both sides)	From N. Stetsen Avenue to N. Columbus Drive -- 2 hour meters (parking meter area 517 -CBD).

Referred--PROPOSED ORDINANCES TO LIMIT PARKING OF
VEHICLES DURING SPECIFIED HOURS AT SPECIFIED
LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to specified periods during the hours designated at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance, Limit and Time</i>
Sawyer (6th Ward)	E. 87th Street (north side) from S. Cottage Grove to S. St. Lawrence Avenues (30 - minute limit) 7:00 A.M. to 6:00 P.M. -- Monday through Friday;
Krystyniak (23rd Ward)	W. 51st Street (north side) from S. Kolin to S. Kostner Avenues (1 - hour limit) 7:00 A.M. to 5:00 P.M. --Monday through Saturday;

Mell (33rd Ward)

N. Pulaski Road (east side) from a point 20 feet north of W. McLean Avenue to a point 60 feet north thereof (30 - minute limit) 10 A.M. to midnight);

Laurino for Rittenberg (40th Ward)

W. Winona Street (north side) from N. California Avenue to a point 335 feet east thereof (30 - minute limit).

*Referred--*PROPOSED ORDINANCE TO AMEND AREA OF
PARKING LIMITATION DURING SPECIFIED HOURS
ON PORTION OF E. 71st ST.

Alderman Kelley (20th Ward) presented a proposed ordinance to limit the parking of vehicles to one hour periods on the north side of E. 71st Street from S. Wabash to S. Michigan Avenues from 7:00 A.M. to 6:00 P.M. on Monday through Saturday (instead of first alley east thereof); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO DISCONTINUE PARKING
LIMITATION ON PORTION OF N. LEAMINGTON AV.

Alderman Clewis (45th Ward) presented a proposed ordinance to discontinue the limitation against the parking of vehicles on N. Leamington Avenue (west side) from N. Elston Avenue to the first alley south thereof for a 2 - hour period; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE 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:

Alderman

Location and Distance

Bloom (5th Ward)

E. 53rd Street (south side) from a point 39 feet east of S. Hyde Park Boulevard to a point 25 feet east thereof;

Sawyer (6th Ward)

S. Calumet Avenue, at No. 7629 (except for handicapped);

S. Martin Luther King, Jr. Drive (both sides) from the north property line of E. 96th Street to a point 60 feet north thereof;

S. Martin Luther King, Jr. Drive (both sides) from the south property line of E. 96th Street to a point 60 feet thereof;

S. Martin Luther King, Jr. Drive (both sides) from the north property line of E. 97th Street to a point 60 feet north thereof;

	S. Martin Luther King, Jr. Drive (both sides) from the south property line of E. 97th Street to a point 60 feet south thereof;
	S. Martin Luther King, Jr. Drive (both sides) from the north property line of E. 98th Street to a point 60 feet north thereof;
	S. Martin Luther King, Jr. Drive (both sides) from the south property line of E. 98th Street to a point 60 feet south thereof;
	S. Martin Luther King, Jr. Drive (both sides) from the north property line of E. 99th Street to a point 60 feet north thereof;
	S. Martin Luther King, Jr. Drive (both sides) from the south property line of E. 99th Street to a point 60 feet south thereof;
Majerczyk (12th Ward)	S. Pulaski Road (east side) between W. 46th and W. 47th Streets (trucks only);
Burke (14th Ward)	S. Campbell Avenue at No. 5345 (except for handicapped);
Brady (15th Ward)	S. Oakley Avenue (west side) from W. 63rd Street to the first alley north thereof;
Kelley (20th Ward)	E. 68th Street, at No. 543 (except for handicapped);
Sherman (21st Ward)	S. Elizabeth Street, at No. 9041 (except for handicapped);
Krystyniak (23rd Ward)	S. Mobile Avenue (west side) from W. 64th Place to W. 65th Place;
	S. Tripp Avenue, at No. 4825 (except for handicapped);
	W. 51st Street (south side) from S. Central to S. Massasoit Avenues;
	W. 51st Street (south side) from S. Nagle to S. Natchez Avenues;
Martinez (31st Ward)	N. Albany Avenue (east side) at No. 1713 (except for handicapped);
	W. Haddon Avenue at No. 4336 (except for handicapped);
	W. Pierce Avenue, at No. 3409 (except for handicapped);
Gabinski (32nd Ward)	N. Damen Avenue, at No. 2835 (except for handicapped);

Mell (33rd Ward)	N. Hamlin Avenue, at No. 2321 (except for handicapped);
Marcin (35th Ward)	N. Avers Avenue, at No. 2821 (except for handicapped)
Laurino (39th Ward)	N. Christiana Avenue, at No. 5354 (except for handicapped);
Laurino for Rittenberg (40th Ward)	W. Gunnison Street, at No. 2515 (except for handicapped);
Volini (48th Ward)	W. Victoria Street from N. Ridge Avenue to the first alley west thereof;
Orr (49th Ward)	W. Rosemont Avenue (north side) from N. Sheridan Rd. the lakefront cul-de-sac (tow-away zone);
Stone (50th Ward)	N. Western Avenue (west side) at Nos. 7304-7316 (driveway).

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

Alderman Laurino presented a proposed ordinance for Alderman Rittenberg (40th Ward) to discontinue the prohibition against the parking of vehicles at all times on W. Winona Street (north side) from N. California Avenue to a point 335 feet east thereof; which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO PROHIBIT PARKING
OF VEHICLES DURING SPECIFIED HOURS ON
PORTION OF E. 87th ST.

Alderman Sawyer (6th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the south side of E. 87th Street from S. Cottage Grove Avenue to S. St. Lawrence Avenue (tow-away zone) from 7:00 A.M. to 6:00 P.M. (Monday through Saturday); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCES TO AMEND PROHIBITION AGAINST
PARKING OF VEHICLES DURING SPECIFIED HOURS
ON PORTIONS OF SPECIFIED STREETS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location and Time

Brady (15th Ward)

S. Oakley Avenue (east side) from W. 62nd Street to W. 63rd Street--6:00 A.M. to 6:00 P.M., Monday through Saturday (instead of 8:00 A.M. Sundays and holidays);

Clewis (45th Ward)

N. Leclaire Avenue from W. Lawrence Avenue
to W. Gunnison Street--8:00 A.M. to 10:00
A.M., except on Saturdays, Sundays and holidays
(instead of to W. Ainslie Street).

*Referred--*PROPOSED ORDINANCE TO ESTABLISH RESIDENT PERMIT
PARKING ZONE FOR VEHICLES AT ALL TIMES ON PORTION
OF S. HAMLIN AVE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to designate a "Resident Permit Parking" zone on the east side of S. Hamlin from W. 55th Street to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDERS FOR INSTALLATION OF
TRAFFIC CONTROL SIGNALS.

The aldermen named below presented proposed orders for the installation of automatic traffic control signals at the designated locations which was *Referred to the Committee on Traffic Control and Safety,* as follows:

<i>Alderman</i>	<i>Location</i>
Krystyniak (23rd Ward)	W. 54th Street and S. Pulaski Road;
Natarus (42nd Ward)	W. Oak and N. State Streets "Turn Signal".

*Referred--*PROPOSED ORDINANCE TO IMPOSE SPEED LIMIT FOR VEHICLES
ON PORTIONS OF N. RIDGE AND W. HOLLYWOOD AVENUES.

Alderwoman Volini (48th Ward) proposed an ordinance to limit the speed of vehicles on portions of N. Ridge and W. Hollywood Avenues (both sides of street)--15 miles per hour, 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>
Bloom (5th Ward)	S. Kimbark Avenue and E. 58th Street--"Stop";
	S. Merrill Avenue and E. 73rd Street--"Stop";
	S. Paxton Avenue and E. 68th Street--"Stop";
	S. Paxton Avenue and E. 69th Street--"Stop";

	S. Woodlawn Avenue and E. 59th Street-- --"Stop";
	E. 59th Street and S. Blackstone Avenue (westbound)--"2-Way Stop";
Sawyer (6th Ward)	S. Indiana Avenue and E. 88th Street (north and southbound)--"Stop";
Huels (11th Ward)	S. Hermitage Avenue and W. 36th Street-- --"4-Way Stop";
Brady (15th Ward)	W. 64th Street and S. Campbell Avenue-- --"Stop";
	W. 65th Street and S. California Avenue-- --"Slow Children Crossing";
Barden (16th Ward)	W. 62nd and S. May Streets--"3-Way Stop";
	W. 65th and S. Aberdeen Streets (east and westbound)--"Stop";
Kellam (18th Ward)	W. 80th and S. Bishop Streets (east and westbound)--"Stop";
Sheahan (19th Ward)	W. 93rd Street and S. Damen Avenue--"4- Way Stop";
	W. 94th Street and S. Damen Avenue--"4- Way Stop";
	W. 95th Place between S. Vanderpoll Avenue and S. Wood Street (both sides)--"Residential Parking Zone";
	W. 96th and S. Leavitt Streets--"4-Way Stop";
	W. 98th Street between W. Walden Parkway and S. Longwood Drive (both sides)--"Residential Parking Zone";
	W. 103rd Street and S. Talman Avenue -- -- "No Turn on Red";
Krystyniak (23rd Ward)	W. 53rd Street and S. Neva Avenue --"Stop";
	W. 57th Street and S. Neva Avenue --"3- Way Stop";
Mell (for Hagopian 30th Ward)	N. Keating and W. Cornelia Avenues (southbound) -- "Stop";
	W. Schubert and N. Harding Avenues (northbound) -- "Stop";
	W. Schubert and N. LeClaire Avenues -- "Stop";
Mell (33rd Ward)	W. Belden and N. St. Louis Avenues --"4- Way Stop";

Cullerton (38th Ward)

N. Forest Preserve Drive and N. Overhill Avenue
-- "No Parking From Here to Corner";

W. Grace Street and N. Lockwood Avenue
-- "3-Way Stop";

W. Warwick and N. Lockwood Avenues -
- "3-Way Stop";

Laurino (for Rittenberg, 40th Ward)

N. Artesian and W. Balmoral Avenues (southeast
corner) -- "Stop";

W. Belle Plaine and N. Francisco Avenues
(south and eastbound) -- "Stop";

W. Belle Plaine Avenue and N. Mozart Street
(north and eastbound) -- "Stop";

W. Belle Plaine Avenue and N. Richmond
Street (east and northbound) -- "Stop";

W. Belle Plaine and N. Sacramento Avenues
(east and southbound) -- "Stop";

W. Belle Plaine Avenue and N. Whipple Street
(east and southbound) -- "Stop";

N. Maplewood and W. Glenlake Avenues -
- "Children Crossing";

N. Richmond Street between W. Sunnyside
and W. Montrose Avenues -- "Slow Children
Playing";

The entrances to the north-south alley in
the 4400 block between N. Troy Street and
N. Albany Avenue -- "No Thru Traffic";

Pucinski (41st Ward)

N. Pioneer and W. Berwyn Avenues -- "4-
Way Stop";

Natarus (42nd Ward)

W. Walton and N. State Streets -- "Stop";

Clewis (45th Ward)

N. Larned and N. Ludlam Avenues -- "4-Way
Stop";

N. Nordica and W. Strong Avenues (north
and southbound) -- "Stop";

Volini (48th Ward)

W. Hollywood Avenue at N. Ridge Avenue
(both sides) -- "Slow Sharp Curve";

Stone (50th Ward)

The east-west alley bounded by W. Estes,
W. Greenleaf, N. California, and N. Francisco
Avenues -- "No Through Traffic."

*Referred--*PROPOSED ORDINANCE FOR REMOVAL OF TRAFFIC
SIGN AT S. HARLEM AVE. AND W. 57TH ST.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance for the removal of "No Right Turn" signs from northbound to eastbound on S. Harlem Avenue at W. 57th Street, 7 A.M. to 9 A.M. and 4 P.M. to 7 P.M., (Monday through Friday); which was *Referred to the Committee on Traffic Control and Safety.*

*Referred--*PROPOSED ORDINANCE TO FIX WEIGHT LIMIT OF FIVE
TONS FOR VEHICLES ON PORTION OF W. GLENLAKE AV.

Alderman Laurino presented a proposed ordinance for Alderman Rittenberg (40th Ward) to fix a weight limit of five tons for truck and commercial vehicles on W. Glenlake Avenue from N. Artesian to N. Campbell Avenues; which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

*Referred--*PROPOSED ORDINANCES TO RECLASSIFY
PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance for the purpose of reclassifying particular areas were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning*, as follows:

BY ALDERMAN MADRZYK (13th Ward)

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 14-M bounded by

W. 61st Street; the alley next west of and parallel to S. Central Avenue; the alley next north of and parallel to W. 63rd Street; the alley next west of and parallel to S. Menard Avenue; W. 62nd Street; and the alley next west of and parallel to S. Monitor Avenue;

To classify as a B2-1 Restricted Retail District instead of B4-1 and B4-2 Restricted Service and C1-1 Restricted Commercial Districts the area shown on Map No. 14-M bounded by

the alley next north of and parallel to W. 63rd Street; S. Major Avenue; W. 63rd Street; and S. Austin Avenue;

To classify as a B2-1 Restricted Retail District instead of B4-1 Restricted Service, B5-2 General Service and C1-1 Restricted Commercial Districts the area shown on Map No. 16-L bounded by

W. 63rd Street; S. Leamington Avenue; the alley next south of and parallel to W. 63rd Street; the alley next east of and parallel to S. Central Avenue; W. 65th Street; and S. Central Avenue;

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 16-L bounded by

the alley next south of and parallel to W. 63rd Street; S. Lavergne Avenue; W. 65th Street; and the alley next east of and parallel to S. Central Avenue;

To classify as a B2-1 Restricted Retail District instead of R4 General Residence, B4-1 and B4-2 Restricted Service and C1-1 Restricted Commercial Districts the area shown on Map No. 16-M bounded by

W. 63rd Street; S. Central Avenue; W. 65th Street; the alley next west of and parallel to S. Central Avenue; the alley next north of and parallel to W. 64th Street; a line 210 feet west of the alley next west of and parallel to S. Central Avenue; W. 63rd Place; a line 150 feet west of the alley next west of and parallel to S. Central Avenue; the alley next south of and parallel to W. 63rd Street; and S. Austin Avenue;

To classify as an R2 Single-Family Residence District instead of an R3 General Residence District the area shown on Map No. 16-M bounded by

the alley next south of and parallel to W. 63rd Street; a line 150 feet west of the alley next west of and parallel to S. Central Avenue; W. 63rd Place; a line 210 feet west of the alley next west of and parallel to S. Central Avenue; the alley next north of and parallel to W. 64th Street; the alley next west of and parallel to S. Central Avenue; the alley next north of and parallel to W. 65th Street; and S. Menard Avenue;

To classify as a B2-1 Restricted Retail District instead of a C1-1 Restricted Commercial District the area shown on Map No. 16-M bounded by

W. 64th Place; the alley next east of and parallel to S. Austin Avenue; a line 160 feet north of W. 65th Street; and S. Austin Avenue;

BY ALDERMAN MARZULLO (25th Ward):

To classify as an M3-4 Heavy Manufacturing District instead of a C-4 Motor Freight Terminal District the area shown on Map No. 6-G bounded by

a line 1600 feet south of W. Cermak Road; the center line of Stetson's Canal; a line 2000 feet south of W. Cermak Road; and S. Laflin Street;

BY ALDERMAN GABINSKI (32nd Ward):

To classify as a Residential Planned Development instead of an R3 General Residence District the area shown on Map No. 5-H bounded by

the alley next south of the south line of the C.M. St.P. & P. R.R. right-of-way; N. Paulina Avenue; a line 273 feet south of the alley next south of the south line of C.M. St.P. & P. R.R. right-of-way; and the alley next west of N. Paulina 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>
Kelley (20th Ward)	Sharon Montgomery
Krystyniak (23rd Ward)	Tom Volk, Marion Gilbert
Nardulli (26th Ward)	Emil Dilla
Gabinski (32nd Ward)	Mrs. Mary P. Janka
Mell (33rd Ward)	Roofing Technicians, Inc., Eppie's Fine Foods.
Damato (37th Ward)	Mr. and Mrs. L. Young.

4. UNCLASSIFIED MATTERS**(Arranged in Order According to Ward Numbers.)**

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

Presented by

ALDERMAN ROTI (1st Ward):

**Drafting of Ordinance Directed for Vacation of
Specified Public Ways.**

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of W. Flournoy Street lying between the west line of S. Laflin Street and the east line of S. Ashland Avenue; also, all of the alleys in the block bounded by W. Harrison Street, W. Flournoy Street, S. Ashland Avenue, and S. Laflin Street and the north-south 15-foot public alley (except the south 100 feet thereof) in the block bounded by W. Flournoy Street, W. Polk Street, S. Ashland Avenue and S. Laflin Street, for the Department of Housing, (No. 17-1-83-832); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

*Referred--PROPOSED ORDINANCE TO RENAME PORTION OF S.
SHERMAN ST.*

Also a proposed ordinance to rename S. Sherman Street between W. Jackson Boulevard and W. Harrison Street to be hereafter known and named as "S. Financial Place."--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--PROPOSED ORDINANCES FOR GRANTS OF
PRIVILEGE IN PUBLIC WAYS.*

Also four proposed ordinances for grants of privilege in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

Investment Properties Associates--to maintain and use existing passageway and stairway under that portion of N. State Street near the north entrance to the building known as No. 16 N. State Street which is used as a building entrance connection from said premises to the Madison-Washington-State Street subway station;

104 South Michigan, Ltd.-- to maintain and use vaulted sidewalk space adjacent to its property at No. 104 S. Michigan Avenue;

Santa Fe Land Improvement Co., Inc.--to maintain and use vaulted sidewalk space adjacent to its property at No. 224 S. Michigan Avenue;

Tishman Midwest Management Corporation--to maintain and use existing sub-surface vaulted area along the east side of S. Wabash Avenue between E. Monroe and E. Adams Streets, etc.

Referred--PROPOSED ORDERS FOR INSTALLATION OF
SIGNS/SIGNBOARDS.

Also thirteen proposed orders for installation of specified signs, which were *Referred to the Committee on Buildings and Zoning*, as follows:

At N. Clark and W. Lake Streets for various advertisers (permit issued to Foster & Kleiser);

At N. Dearborn and W. Lake Streets for various advertisers (permit issued to Foster & Kleiser);

At N. Franklin and W. Lake Streets for various advertisers (permit issued to Foster & Kleiser);

At N. LaSalle and W. Lake Streets for various advertisers (permit issued to Foster & Kleiser);

At W. Van Buren and S. Clark Streets for various advertisers (permit issued to Foster & Kleiser);

At W. Van Buren and S. Dearborn Streets for various advertisers (permit issued to Foster & Kleiser);

At S. Wells and W. Adams Streets for various advertisers (permit issued to Foster & Kleiser);

At S. Wells Street and W. Jackson Boulevard for various advertisers (permit issued to Foster & Kleiser);

At Wells and W. Madison Streets for various advertisers (permit issued to Foster & Kleiser);

At S. Wells and W. Monroe Streets for various advertisers (permit issued to Foster & Kleiser);

At N. Wells and W. Randolph Streets for various advertisers (permit issued to Foster & Kleiser);

At N. Wells and W. Washington Streets for various advertisers (permit issued to Foster & Kleiser);

At Nos. 220-230 W. 28th Street for Triangle Sign Company (permit issued to same).

Referred--PROPOSED ORDERS FOR PERMITS TO CONSTRUCT AND
MAINTAIN CANOPIES.

Also five 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:

Economy Folding Box Corporation--to maintain and use an existing canopy at Nos. 2601-2659 S. LaSalle Street;

LaSalle National Bank, U/T No. 104096--to construct, maintain and use a canopy at No. 25 E. Washington Street;

Mama Sue's Restaurant--to maintain and use two existing canopies at No. 1400321 W. Taylor Street;

Mategrano's Restaurant--to maintain and use an existing canopy at No. 1321 W. Taylor Street;

Peter C. Rantis & Associates -- to maintain and use an existing canopy at No. 1014 W. Taylor Street.

*Referred--*PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION OF S. PRAIRIE AV. FOR "PRAIRIE AVENUE DAYS" CELEBRATION.

Also a proposed order to grant permission to the Chicago Architecture Foundation, No. 1800 S. Prairie Avenue, to close to traffic S. Prairie Avenue between W. 18th Street and the Keith House for the period of April 23-24, 1983 for the conduct of a celebration entitled "Prairie Avenue Days." -- *Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN ROTI (1st Ward) and ALDERMAN MARZULLO (25th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT STREET FAIR.

A proposed order to issue to Pilsen Y.M.C.A. of Metropolitan Chicago, No. 1547 W. 18th Street, for the conduct of a carnival or street fair on S. Loomis Street between W. 18th and W. 19th Streets for the period of May 3-8, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN EVANS (4th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT SIDEWALK SALE.

A proposed order for issuance of a permit to the Hyde Park Neighborhood Club, No. 5480 S. Kenwood Avenue, to conduct a sidewalk sale (flea market) in the Hyde Park Bank parking lot and on the street from No. 5300 to No. 5400 S. Lake Park Avenue for the period of May 20-22, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN BLOOM (5th Ward):

*Referred--*PROPOSED ORDINANCE TO DESIGNATE PORTION OF E. 62nd ST. TO BE ALSO KNOWN AS "PARK SHORE EAST COURT."

A proposed ordinance to designate E. 62nd Street between S. Stony Island Avenue and the easterly right of way line of the Illinois Central Gulf Railroad to be additionally known as "Park Shore East Court."--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDINANCE TO RENAME PORTION OF S. HARPER AV. TO BE KNOWN AS "S. PARK SHORE EAST COURT."

Also a proposed ordinance to rename portion of S. Harper Avenue between E. 62nd and E. 63rd Streets to be hereafter known as "S. Park Shore East Court."--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDINANCE TO PROHIBIT PEDDLING IN
SPECIFIED AREA IN 5TH WARD.

Also a proposed ordinance to prohibit peddling in the area bounded by S. Woodlawn Avenue, S. Cottage Grove Avenue, E. 55th Street and E. 59th Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDER FOR PERMISSION
TO CONDUCT ART FAIR.

Also a proposed order to grant permission to the 57th Street Art Fair, No. 5555 S. Everett Avenue, for the conduct of an art fair on portions of E. 57th Street, S. Kimbark Avenue and E. 56th Street, etc. for the period of June 4-5, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN BLOOM (5th Ward) and ALDERMAN ORR (49th Ward):

Mother's Day, May 8, 1983, Proclaimed as Day of Peace.

A proposed resolution reading as follows:

WHEREAS, The nurturing of the life, growth and development of children, the prime function of mothers, is the foundation and capstone of all future generations of mankind; and

WHEREAS, Julia Ward Howe, the great American patriot and feminist, did establish Mother's Day in 1872 in the name of womanhood and of humanity and as a day of dedication to the cause of peace; and

WHEREAS, The very birth and continuity of all our future generations of mankind is threatened by the existence and aftermath of nuclear weapons; and

WHEREAS, Billions of dollars in precious human, financial and earthly resources are being diverted from the fulfillment of human needs to promulgate weaponry possessing deadly radiation instead of less costly amicable settlement of disputes; and

WHEREAS, The very liveability of the City of Chicago relies today and tomorrow on the rechanneling of human, financial and earthly resources into peaceable activities; and

WHEREAS, On this Mother's Day, May 8, 1983, a broad coalition of Chicago-area organizations and individuals have assembled under the title of Help End the Arms Race (H.E.A.R.) to observe the purpose of Mother's Day by holding a Mother's Day Peace Walk and Festival; and

WHEREAS, That event will emphasize joy, creativity, artistic expression and cooperation and nurturing as important components in achieving peace and nuclear disarmament; now, therefore,

Be It Resolved, That the City of Chicago endorse Mother's Day, May 8, 1983 as a day of dedication in the name of womanhood and of humanity and as a day of dedication to the cause of peace.

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

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

Presented by

ALDERMAN SAWYER (6th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 1320 E. 72nd Place 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. 1320 E. 72nd Place 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 Sawyer the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

Presented by

ALDERWOMAN HUMES (8th Ward):

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

A proposed order for issuance of a permit to Doty Nash Funeral Home to maintain and use an existing canopy attached to the building or structure located at No. 8620 S. Stony Island Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN SHAW (9th Ward):

Referred--PROPOSED ORDER TO DRAFT ORDINANCE FOR DEDICATION
OF SPECIFIED PUBLIC WAYS.

A proposed order to draft the necessary ordinance for the dedication of portions of E. 132nd Street, S. Prairie Avenue, S. Dr. Martin Luther King, Jr. Drive, E. 132nd Place, E. 133rd Street, S. Michigan Avenue, S. Edbrooks Avenue, and S. Indiana Avenue.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN VRDOLYAK (10th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 21,
SECTION 64.1(h) OF MUNICIPAL CODE CONCERNING
CHICAGO LANDMARKS.

Also a proposed ordinance to amend Chapter 21, Section 64.1(h) of the Municipal Code of the City of Chicago which would restrict the "alteration of landmark procedures" to be solely applied to Chicago Landmarks demolished or substantially destroyed or altered without the approval of the City Council or the Commission.--*Referred to the Committee on Cultural Development and Historical Landmark Preservation.*

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

A proposed ordinance to grant permission and authority to General Mills, Inc. to maintain and use an existing railroad switch track at the street grade over and across the 100-foot right of way of S. Muskegon Avenue at a point 20-feet south of E. 105th Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MADRZYK (13th Ward):

Sunday, May 1, 1983 Proclaimed as "Little League Day
in Chicago."

A proposed resolution reading as follows:

WHEREAS, The West Lawn Little League, Inc., District 15, Illinois, whose membership is made up of the Pee Wee League, Senior League, Big League and Girls Softball League, will hold their annual parade on Sunday, May 1, 1983, marking its first baseball game of the season, which will be played in Marian Fathers Field, W. 64th Street and S. Kilbourn Avenue; and

WHEREAS, For the past fifteen years the opening day was set aside by the Mayor as "Little League Day in Chicago"; now, therefore,

Be It Resolved, That the Mayor and the Members of the City Council of the City of Chicago, in a meeting assembled this 25th day of March, 1983, proclaim Sunday, May 1, 1983, as "Little League Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the West Lawn Little League, Inc., District 15, Illinois.

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

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

Department of Streets and Sanitation Requested
to Prepare a Plan for Pneumatic Curb Program.

Also a proposed resolution presented by Alderman Madrzyk reading as follows:

WHEREAS, There is a continuing need for repair of curbs and gutters in the City of Chicago primarily due to the decaying infra structure; and

WHEREAS, The cost of replacing full blocks of curbs is an ever mounting cost; and

WHEREAS, The only manner in which we can expand on the existing program is through the initiation of a program known as Pneumatic Curb Repairs, wherein small sections of repairs can be made without total replacement; now, therefore,

Be It Resolved, That the Department of Streets and Sanitation be requested to prepare a plan for presentation to the City Council for a Pneumatic Curb Program to be implemented during the current year, 1983.

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

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

Presented by

ALDERMAN BURKE (14th Ward):

*Referred--*PROPOSED ORDINANCE TO AMEND CHAPTER 12, SECTION 12-2
OF MUNICIPAL CODE CONCERNING CHICAGO FIRE DEPARTMENT.

A proposed ordinance to amend Chapter 12, Section 12-2 of the Municipal Code of the City of Chicago to include the fire department physician as a designated member of the Chicago Fire Department.--*Referred to the Committee on Police, Fire, Personnel and Municipal Institutions.*

Presented by

ALDERWOMAN BARDEN (16th Ward):

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

A proposed order for issuance of a permit to Michelle McKinney to maintain and use an existing canopy attached to the building or structure located at No. 1206 W. 63rd Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

**Congratulations Extended to Beautiful Savior Church Parishioners
and Pastor on Occasion of Their Silver Anniversary.**

A proposed resolution reading as follows:

WHEREAS, On July 13, 1983, the Pastor and Parishioners of Beautiful Savior Church, No. 5122 S. Archer Avenue, will celebrate their Silver Anniversary; and

WHEREAS, Beautiful Savior Church was first dedicated July 13, 1958, on Chicago's great Southwest Side, and for the past 25 years has provided a solid foundation for the spiritual enhancement of its community; and

WHEREAS, Beautiful Savior Church was first served by Pastor Philip J. Wirth, who remained until 1980. On June 28 of that year, the Reverend Stephen F. Precht became Pastor and continues the Church's high standards of spiritual leadership; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 25th day of March, 1983, do hereby offer our most sincere congratulations to the Reverend Stephen F. Precht and the Parishioners of Beautiful Savior Church on the occasion of the Church's Silver Anniversary, and that we extend to these fine citizens our best wishes for many more years of spiritual fulfillment and enlightenment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Pastor and Parishioners of Beautiful Savior Church.

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

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

Presented by

ALDERMAN MARZULLO (25th Ward):

Building Declared Public Nuisance and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The building located at No. 2248 W. 18th Place 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 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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

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

Also a proposed ordinance to grant permission and authority to Joseph T. Ryerson and Son, Inc. to maintain and use an existing tunnel containing conduits housing a communication system under W. 16th Street near S. Rockwell Street.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN NARDULLI (26th Ward):

Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 1521 N. Rockwell Street,
No. 1647 N. Rockwell Street,
No. 1704 N. Campbell Avenue,
No. 2641 W. Crystal Street, and
No. 1447 N. Talman Avenue,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

No. 1521 N. Rockwell Street,
No. 1647 N. Rockwell Street,
No. 1704 N. Campbell Avenue,
No. 2641 W. Crystal Street, and
No. 1447 N. Talman Avenue,

are declared public nuisances, 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 Nardulli, the foregoing proposed ordinance was *Passed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

Presented by

ALDERMAN DAVIS (29th Ward):

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

A proposed ordinance to grant permission and authority to Gus Rentas to maintain and use an existing tunnel under, and across the east-west public alley of W. Washington Street at a point 16 feet east of N. Elizabeth Street for the purpose of containing a steam line, a return line and other equipment.
--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MARTINEZ (31st Ward):

Referred--PROPOSED ORDER FOR PERMIT TO
CONDUCT CARNIVAL.

A proposed order for issuance of the necessary permits to the Puerto Rican Parade Festival and Carnival, c/o Rafael Rios, President, No. 1874 N. Milwaukee Avenue, to conduct said carnival on Luis Munoz Marin Drive from Humboldt Boulevard to W. Lemoyne Avenue for the period of May 27-June 5, 1983.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN NATARUS (42nd Ward):

Referred--PROPOSED ORDINANCE TO CLOSE TO TRAFFIC
PORTION OF N. FRANKLIN ST. FOR LANDSCAPING
PURPOSES.

A proposed ordinance to close to traffic N. Franklin Street between W. Oak Street and W. Walton Street for the purpose of developing said area as a landscaped area for a soccer field.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--PROPOSED ORDINANCES FOR GRANT OF
PRIVILEGES IN PUBLIC WAYS.

Also three proposed ordinances for grant of privileges in public ways, which were *Referred to the Committee on Local Industries, Streets and Alleys*, as follows:

American National Bank and Trust Company of Chicago, U/T Nos. 15740, 16249 and 17223 -
- to maintain and use an overhead public pedestrian walkway to connect over Rush Street with the west end of the Michigan Avenue Plaza;

LaSalle National Bank, as trustee U/T No. 40940 -- to maintain and use two existing ramps under the sidewalk area in E. Chestnut Street and E. Pearson Street to be used for ingress and egress in connection with parking facilities in the lower level of the premises known as No. 835 N. Michigan Avenue;

Northwestern University -- to construct, install, maintain and use one 900 pair and coaxial telephone communications cable connecting the Health Sciences Building at No. 240 E. Huron Street with the building at No. 259 E. Erie Street.

Referred--PROPOSED ORDER FOR INSTALLATION OF
SIGN/SIGNBOARD.

Also a proposed order to issue a sign permit to A.M. Carson, Ltd., No. 10 E. Salk Trail for the erection of a sign/signboard at No. 600 N. Clark Street (McDonalds).--*Referred to the Committee on Buildings and Zoning.*

Referred--PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also three 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:

LaSalle-Illinois Building Corporation, No. 500 N. LaSalle Street;

H. Macheral, d/b/a Teme Investment Company, No. 56 E. Walton Street;

The North Side Casino, d/b/a The Casino, No. 195 E. Delaware Place.

*Referred--*PROPOSED ORDER FOR PERMITS TO CONDUCT CENTENNIAL
CELEBRATION AND STREET DANCE.

Also a proposed order for issuance of the necessary permits to the Medinah Temple Association, No. 600 N. Wabash Avenue, to close N. Wabash Avenue between E. Ontario and E. Ohio Streets for the conduct of a Centennial Celebration and Street Dance for the period of June 3-5, 1983.
-Referred to the Committee on Traffic Control and Safety.

Presented by

ALDERMAN OBERMAN (43rd Ward):

*Referred--*PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION
OF SPECIFIED WAYS FOR STREET FAIR.

A proposed order to grant permission to the Lincoln Central Association to close to traffic W. Dickens Avenue between N. Cleveland Avenue and N. Larrabee Street and also N. Mohawk Street between W. Armitage and W. Dickens Avenues for the conduct of its Annual Lincoln Central Association Street Fair for the period of July 9-10, 1983.
--Referred to the Committee on Traffic Control and Safety.

Presented by

ALDERMAN MERLO (44th Ward):

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

A proposed ordinance to grant permission and authority to C. Philip Smiley to maintain and use a removable, enclosed loading dock located on N. Lakewood Avenue near W. Wellington Avenue.
--Referred to the Committee on Local Industries, Streets and Alleys.

*Referred--*PROPOSED ORDERS FOR PERMITS TO MAINTAIN
EXISTING CANOPIES.

Also three proposed orders for 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:

Amalgamated Trust and Savings Bank, U/T No. 4667, No. 530 W. Diversey Parkway;

Mr. Frank Coiffures, Inc., No. 3347 N. Broadway;

The Century Limited Partnership, No. 2828 N. Clark Street.

Presented by

ALDERMAN CLEWIS (45th Ward):

Permission Granted to Conduct Sidewalk Sale on Portions
of Public Ways in 45th Ward.

A proposed order reading as follows:

Ordered, That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to Jeannine Smentek, Executive Director, Portage Park Chamber of Commerce, No. 4920 W. Irving Park Road, Chicago, Illinois 60641 for the conduct of a sidewalk sale on:

3900 N. to 4200 N. Cicero Avenue
3900 N. to 4300 N. Milwaukee Avenue
4600 W. to 5400 W. Irving Park Road

for the period of:

Wednesday, April 27: 9:00 A.M. - 9:00 P.M.
Thursday, April 28: 9:00 A.M. - 9:00 P.M.
Friday, April 29: 9:00 A.M. - 9:00 P.M.
Saturday, April 30: 9:00 A.M. - 9:00 P.M.
Sunday, May 1: 9:00 A.M. - 6:00 P.M.

On motion of Alderman Clewis, the foregoing proposed order was *Passed*.

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

Also a proposed ordinance to grant permission and authority to American National Bank and Trust Company, U/T No. 19749, to occupy the east fourteen feet of N. Lipps Avenue in connection with the operations of the adjoining business establishment of the grantee.--*Referred to the Committee on Local Industries, Streets and Alleys.*

—
Presented by

ALDERMAN SCHULTER (47th Ward):

**Recognition Given and Gratitude Extended to Ms. Victoria Khamis
for Outstanding Contributions to Ravenswood Community.**

A proposed resolution reading as follows:

WHEREAS, Victoria Khamis is one of the most energetic, successful and respected citizens of Chicago's great Ravenswood community; and

WHEREAS, Victoria Khamis has devoted enormous talent, time and perseverance in making Ravenswood an outstanding community in which to live; and

WHEREAS, A founding member and now President of the community organization, UPRAVE, Ms. Khamis has been a driving force in solving various community problems. She has been the leader in Ravenswood's fight against slum landlords through her weekly trips to Building Courts, forcing several building owners through the courts to bring their property up to code standards and to maintain buildings as an asset rather than a liability to the community; and

WHEREAS, Victoria Khamis dedication to helping the elderly, the infirm and the disadvantaged is legion. Through her and UPRAVE efforts, funds have been raised to help the needy, and special programs have been nurtured and developed at the Joseph Levy Center for the elderly on Crime Prevention and Protection; and

WHEREAS, Victoria Khamis and Uprave have also provided diligently and successfully for needy children in the area. Ms. Khamis's good works have earned the respect and admiration of a grateful community; now, therefore,

Be It Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 25th day of March, 1983, do hereby recognize the outstanding contributions of Ms. Victoria Khamis to the thankful Ravenswood community, and express our gratitude to this great citizen for her tireless efforts on behalf of her fellow citizens of our great City; and

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

Alderman Schulner 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 Schulner the foregoing proposed resolution was *Adopted*.

Referred--PROPOSED ORDER FOR INSTALLATION OF
SIGN/SIGNBOARD.

Also a proposed order to issue a sign permit to Doyle Signs, Inc., No. 232 Interstate Road, for the erection of a sign/signboard at No. 3415 N. Western Avenue (Armanetti Wines and Liquors).--*Referred to the Committee on Buildings and Zonings*.

Presented by

ALDERWOMAN VOLINI (48th Ward):

Congratulations Extended to Jean and Stanley Leck on Occasion
of Their 50th Wedding Anniversary.

A proposed resolution reading as follows:

WHEREAS, Jean and Stanley Leck were married at St. Boniface Church in Chicago, Illinois on March 17, 1983; and

WHEREAS, They resided in the Logan Square area in the City of Chicago where they have been active in community and civic affairs for over four decades; and

WHEREAS, They have been devoted members and responsible leaders in Our Lady of Grace parish; and

WHEREAS, They have raised three children--Patricia, Robert and Lawrence with guidance, understanding and love; and

WHEREAS, They are known for the generosity, kindness and commitment to parents, brothers, sisters, nephews and neices; and

WHEREAS, They preserved and shared the best tradition of the Polish culture; and

WHEREAS, They encouraged and promoted the ideals of higher education and the responsibilities of citizenship; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, in meeting this 11th day of March 1983, do hereby recognize Jean and Stanley Leck's celebration of their 50th Wedding Anniversary; and

Be It Further Resolved, That the City Council of the City of Chicago wish Jean and Stanley Leck a Happy Golden Wedding Anniversary.

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

On motion of Alderwoman Volini the foregoing proposed resolution was *Adopted*.

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

Also a proposed order for issuance of a permit to Aragon Entertainment Center to maintain and use an existing canopy attached to the building or structure located at No. 1106 W. Lawrence Avenue.
--*Referred to the Committee on Local Industries, Streets and Alleys.*

—
Presented by

ALDERMAN ORR (49th Ward):

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

A proposed ordinance to grant permission and authority to Loyola University to install, maintain and use a concrete encased telephone cable to be located a minimum of 30 inches below existing grade and to be used for the purpose of telephone service across W. Loyola Avenue right of way.
--*Referred to the Committee on Local Industries, Streets and Alleys.*

—
Presented by

ALDERMAN STONE (50th Ward):

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

A proposed order for issuance of a permit to Talbott's Inc. to maintain and use an existing canopy attached to the building or structure located at No. 7301 N. Western Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

—
**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permit:

BY ALDERMAN NARDULLI (26th Ward):

Inner City Impact, No. 2704 W. North Avenue--for renovation of first floor.

License Fee Exemptions:

BY ALDERMAN ROTI (1st Ward):

Mercy Hospital and Medical Center, Stevenson Expressway at King Drive.

BY ALDERMAN BLOOM (5th Ward):

Hyde Park Unitarian Cooperative School, No. 5650 S. Woodlawn Avenue.

BY ALDERMAN SHEAHAN (19th Ward):

Bramdecker Rehabilitation Center, No. 9451 S. Hoyne Avenue.

BY ALDERMAN SHERMAN (21st Ward):
Evangelical Christian School Day Care, No. 9130 S. Vincennes Avenue.

BY ALDERMAN NARDULLI (26th Ward):
Onward Neighborhood House, No. 600 N. Leavitt Street.

BY ALDERMAN RAY (27th Ward):
Sears, Roebuck Y.M.C.A., No. 3210 W. Arthington Street.

BY ALDERMAN CAROTHERS (28th Ward):
Fifth City Preschool-Building C, No. 3411 W. 5th Avenue.

BY ALDERMAN DAVIS (29th Ward):
Cam Day Care Center, No. 5130 W. Jackson Boulevard (2).

Kiddie Kollege, No. 505 N. Central Avenue.

South Austin Day Care Center, No. 301 N. Mayfield Avenue.

St. Martin Day Center, No. 5710 W. Midway Park.

Westside Community Pre-School, No. 5435 W. Jackson Boulevard.

BY ALDERMAN GABINSKI (32nd Ward):
Easter Seal Society of Metropolitan Chicago, No. 2345 W. North Avenue.

Salvation Army Chicago Central Adult Rehabilitation Center, No. 506 N. Desplaines Street.

BY ALDERMAN CULLERTON (38th Ward):
Northwest Hospital, No. 5645 W. Addison Street.

BY ALDERMAN LAURINO for ALDERMAN RITTENBERG (40th Ward):
National Jewish Hospital and Research Center, No. 3154 W. Montrose Avenue.

BY ALDERMAN NATARUS (42nd Ward):
Family Guidance Center, No. 1150 N. State Street (3).

Holy Family After School Program, No. 542 W. Hobbie Avenue.

Rehabilitation Institute of Chicago, No. 345 E. Superior Street.

BY ALDERMAN MERLO for the 46th Ward:
Thorek Hospital and Medical Center, No. 850 W. Irving Park Road.

Cancellation of Warrants for Collection:

BY ALDERMAN BARNETT (2nd Ward):
Chicago Youth Centers, No. 3947 S. Michigan Avenue--boiler and fuel burning inspection.

BY ALDERMAN EVANS (4th Ward):
Hales Franciscan High School, No. 4930 S. Cottage Grove Avenue--elevator inspection.

BY ALDERMAN SHEAHAN (19th Ward):
Easter Seal Center Service League, No. 9451 S. Hoyne Avenue--sign inspection.

Bethlehem Lutheran Church, No. 9400 S. Bell Avenue--boiler and fuel burning inspection.

Beverly Area Development Corporation, sundry locations--canopy and revolving door inspections.

Louis H. Thomas, No. 9043 S. Western--canopy and revolving door inspection.

Morgan Park United Methodist Church, No. 11030 S. Longwood Drive--building inspection.

St. John Fischer Church, No. 10200 S. Washtenaw Avenue--boiler and fuel burning inspections.

Washington and Jane Smith Home, No. 2340 W. 113th Place--sign inspection.

R. R. Walper, No. 11238 S. Western Avenue--driveway inspection.

BY ALDERMAN NARDULLI (26th Ward):

Holy Rosary Church, No. 614 N. Western Avenue--building inspection.

BY ALDERMAN GABINSKI (32nd Ward):

Mary Crane League/Mary Crane Nursery School, No. 2905 N. Leavitt Street--refrigeration inspection.

BY ALDERMAN LAURINO for ALDERMAN RITTENBERG (40th Ward):

Edgewater Hospital, No. 5700 N. Ashland Avenue--elevator inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Norwood Park Home, No. 6016 N. Nina Avenue--elevator inspection.

BY ALDERMAN NATARUS (42nd Ward):

Medinah Temple Association, No. 600 N. Wabash Avenue--sign inspection.

Northwestern Memorial Hospital, sundry locations--boiler and fuel burning, elevator and sign inspections (3).

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, No. 2035 N. Lincoln Avenue--building inspection.

BY ALDERMAN LAURINO (for the 46th Ward):

Louis A. Weiss Memorial Hospital, No. 4646 N. Marine Drive--real estate-compensation inspection.

BY ALDERMAN MERLO for the 46th Ward:

Ashe Emet Synagogue, No. 3760 N. Pine Grove Avenue--sign inspection.

BY ALDERMAN STONE (50th Ward):

Angel Guardian Florist, No. 2041 W. Devon Avenue--sign inspection.

Northwest Home for the Aged, No. 6300 N. California Avenue--boiler and fuel burning inspection.

Waiver of Fee:

BY ALDERMAN CULLERTON (38th Ward):

St. Mary of Providence School, No. 4200 N. Austin Avenue--electrical fee.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (March 9, 1983).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, March 9, 1983, at 10:00 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.

**Chicago Zoning Ordinance Amended to Reclassify
Area Shown on Map No. 13-H.**

On motion of Alderman Vrdolyak the City Council took up for consideration the report of the Committee on Buildings and Zoning deferred and published in the Journal of the Proceedings of March 9, 1983, page 16363, recommending that the City Council pass a proposed ordinance for amendment of the Chicago Zoning Ordinance to reclassify a particular area.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schalter, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 13-H in the area bounded by

the alley next north of W. Winnemac Avenue; a line 121 feet 7 1/4 inches east of N. Ravenswood Avenue; W. Winnemac Avenue; and N. Ravenswood Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

**Committee Discharged--On Proposed Ordinance Authorizing
the Issuance of Industrial Revenue Bonds In Amount of
\$2.3 Million for Project Entitled Evans
Transportation Co.**

Alderman Frost moved to *Suspend the Rules of Order* for the purpose of discharging the Committee on Finance from further consideration of a proposed ordinance referred to the Committee on March 9, 1983, authorizing the Issuance of an Industrial Revenue Bond in the amount of \$2.3 Million for a project entitled Evans Transportation Company. The motion *Prevailed*.

Alderman Frost then moved to *Discharge* the Committee on Finance from further consideration of the said proposed ordinance. The motion *Prevailed*.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

Alderman Stemberk 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, duly adopted by the City Council of the Issuer on February 10, 1982, 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 and promote the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois; and

WHEREAS, The Economic Development Commission of the City of Chicago has previously entered into a Memorandum of Agreement dated as of March 1, 1982, with Evans Transportation Company, an Illinois corporation (the "Company"), whereby the Company agreed to acquire, improve and equip certain industrial facilities located in the City of Chicago, Illinois, for use in its business of repairing, renting, selling and distributing new and used truck trailers (the "Project"); and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on March 2, 1982; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been entered into, and will be entered into, by the Company for the acquisition, improvement, and installation of 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, improvement and installation, 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, improvement and installation of the Project as evidenced by such revenue bonds, all as set forth in the details and provisions of the Agreement; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bonds, will not be less than \$2,300,000; 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 proposes to sell the revenue bonds hereinafter authorized and designated "Insured Industrial Development Revenue Bonds (*InDeBonds-Tm), Evans Transportation Company Project" upon a negotiated basis to Lehman Brothers Kuhn Loeb Incorporated and George K. Baum & Company (herein referred to collectively as the "Underwriter"); and

WHEREAS, Pursuant to the provisions of the Tax Equity and Fiscal Responsibility Act of 1982, it is necessary that a public hearing on the proposed plan of financing be held by the City of Chicago prior to approval of the revenue bonds hereinafter provided for; 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 March 1, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated the date of the adoption of this Ordinance by and between the Issuer and the Underwriter, and approved by the Company.

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

"Guarantor" means Evans Transportation Company, a corporation duly organized and validly existing under the laws of the State of Illinois.

"Guaranty" means the Guaranty Agreement dated as of March 1, 1983, from the Company to the Trustee and the Insurer.

"Indenture" means the Trust Indenture dated as of March 1, 1983, from the Issuer to the Trustee, as from time to time supplemented and amended.

"Insurer" means the Fireman's Insurance Company of Newark, New Jersey, a New Jersey corporation, and its successors and assigns.

"Issuer" means the City of Chicago, Cook County, Illinois, and any successor body to the duties or functions of the Issuer.

"Note" means the Promissory Note of the Company provided for in Section 5.2 of the 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.

"Offering Memorandum" means the Offering Memorandum dated to the date of the adoption of this Ordinance to be used by the Underwriter in connection with the Bonds.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Policy" means the Industrial Development Bond Insurance Policy issued to the Trustee for the account of the Issuer, pursuant to which the Insurer guarantees to pay the principal of and interest on the Bonds.

"Project" means the land and existing building thereon and the improvements thereto, located in the City of Chicago, Illinois, and the machinery, equipment and related property to be acquired and installed therein by the Company in part with moneys received under the Agreement, as defined and described in the Agreement.

"Trustee" means Harris Trust and Savings Bank, Chicago, Illinois, and its successors in trust.

"Underwriter" means, collectively, Lehman Brothers Kuhn Loeb Incorporated and George K. Baum & Company.

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 and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the acquisition, improvement and installation of the Project is not less than \$2,300,000 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 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 Indenture, the Policy and the Guaranty by the parties thereto are necessary and proper.

Authorization of 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 Insured Industrial Development Revenue Bonds (*InDeBonds-Tm), Evans Transportation Company Project in the aggregate principal amount of \$2,300,000. The Bonds shall be issued in the form and denomination set forth in the Indenture; shall be dated March 1, 1983; shall be numbered from R-1 upward; shall mature in the amounts and on the dates and shall bear interest at the rate per annum and on the dates set forth in the Indenture (as executed and delivered); shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture (as executed and delivered); and shall be in such form and have the other terms and provisions set forth in the Indenture (as executed and delivered).

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

Bonds Are Limited Obligations

SECTION 4. The Bonds, together with interest thereon, shall be a limited obligation of the Issuer secured by the Indenture, the Policy and the Guaranty 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 Policy or the Guaranty), 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 installments of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized 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 credit or 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, Policy and Guaranty

SECTION 5. As security for the due and punctual payment of the principal installments of, premium, if any, 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 and the Note (reserving its rights pursuant to Section 5.3(a)(iii) of the Agreement relating to (a) the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, (b) indemnification of the Issuer by the Company and (c) the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer in connection with the financing of the Project), pursuant to the Indenture.

As further security for the payment of the principal of and interest on the Bonds, the Insurer will execute and deliver the Policy and the Guarantor will execute and deliver the Policy and the Guaranty; the Policy and the Guaranty to be in substantially the same forms presented to the City Council of the Issuer, the forms of which Policy and Guaranty are hereby approved by the City Council of the Issuer.

Sale of the Bonds; Execution of Documents

SECTION 6. (a) The sale to the Underwriter of the Bonds hereby authorized at the price specified in the Bond Purchase Agreement and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute and deliver 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 official seal of the Issuer.

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

The Mayor is hereby authorized and directed to execute and deliver the Agreement 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 official seal of the Issuer.

(c) That with respect to the Issuer, the form, terms and provisions of the proposed Offering Memorandum (other than the Appendices thereto as to which no approval is expressed) be, and they hereby are, in all respects approved; the Underwriter is hereby authorized to use the Offering Memorandum in connection with the Bonds.

Appointment of Trustee

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

Performance Provisions

SECTION 8. The Mayor, the City Clerk and the City Comptroller 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, the City Clerk and the City Comptroller 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 Policy, 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 the Ordinance. This Ordinance shall be in full force and effect upon its adoption and approval as by law provided.

Acknowledgement of Hearing

SECTION 12. The action of the Commissioner of Economic Development in publishing a notice of public hearing as required by the Tax Equity and Fiscal Responsibility Act of 1982 is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Finance Committee of the minutes of said hearing held in the City of Chicago on March ____, 1983.

[Loan Agreement, Trust Indenture, Bond Purchase Agreement, Guaranty Agreement, Reimbursement Agreement, Preliminary Offering Memorandum, Mortgage and Security Agreement and Assignment of Mortgage are omitted for printing purposes.]

***Committee Discharged--On Proposed Ordinance Authorizing
the Issuance of Industrial Revenue Bonds In Amount of
\$2.3 Million for Project Union Special Corp.***

Alderman Frost moved to *Suspend the Rules of Order* for the purpose of discharging the Committee on Finance from further consideration of a proposed ordinance referred to the Committee on March 9, 1983, authorizing the Issuance of an Industrial Revenue Bond in the amount of \$2.3 Million for a project entitled Evans Transportation Company. The motion *Prevailed*.

Alderman Frost then moved to *discharge* the Committee on Finance from further consideration of the said proposed ordinance. The motion *Prevailed*.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

Alderman Stemberk 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, duly adopted by the City Council of the Issuer on February 10, 1982, 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 and promote the retention and expansion of existing commercial and industrial business within 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 November 16, 1982, with Union Special Corporation, a Delaware corporation (the "Company"), whereby the Company agreed to renovate and equip certain industrial facilities located in the City of Chicago, Illinois, for use in its business of the manufacture of industrial sewing equipment and for use as its principal administrative facility (the "Project"); and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on December 8, 1982; and

WHEREAS, As a result of negotiations between the Issuer and the Company contracts have been entered into, and will be entered into, by the Company for the renovation, installation and equipping of 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 renovation, installation 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 renovation, installation 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, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bonds, will be not less than \$2,300,000; and

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

WHEREAS, The Issuer proposes to sell the revenue bonds hereinafter authorized and designated "Insured Industrial Development Revenue Bonds (*InDeBonds-Tm), Union Special Corporation Project" upon a negotiated basis to Lehman Brothers Kuhn Loeb Incorporated (herein referred to as the "Underwriter"); and

WHEREAS, Pursuant to the provisions of the Tax Equity and Fiscal Responsibility Act of 1982, it is necessary that a public hearing on the proposed plan of financing be held by the City of Chicago prior to approval of the revenue bonds hereinafter provided for; 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 March 1, 1983, by and between the Issuer and the Company, as from time to time supplemented and amended.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated the date of the adoption of this Ordinance by and between the Issuer and the Underwriter, and approved by the Company.

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

"Guarantor" means Union Special Corporation, a Delaware corporation duly organized and validly existing under the laws of the State of Delaware and duly qualified to conduct business in the State of Illinois.

"Guaranty" means the Guaranty Agreement dated as of March 1, 1983, from the Company to the Trustee and the Issuer.

"Indenture" means the Trust Indenture dated as of March 1, 1983, from the Issuer to the Trustee, as from time to time supplemented and amended.

"Insurer" means the Firemen's Insurance Company of Newark, New Jersey, a New Jersey corporation, and its successors and assigns.

"Issuer" means the City of Chicago, Cook County, Illinois, and any successor body to the duties or functions of the Issuer.

"Note" means the Promissory Note of the Company provided for in Section 5.2 of the 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.

"Offering Memorandum" means the Offering Memorandum dated the date of the adoption of this Ordinance to be used by the Underwriter in connection with the Bonds.

"Ordinance" means this Ordinance, as from time to time supplemented and amended.

"Policy" means the Industrial Development Bond Insurance Policy issued to the Trustee for the account of the Issuer, pursuant to which the Issuer guarantees to pay the principal of and interest on the Bonds.

"Project" means the existing manufacturing facility and the improvements thereto located in the City of Chicago, Illinois, and the machinery, equipment and related property to be acquired and installed by the Company in part with moneys received under the Agreement, as defined and described in the Agreement.

"Trustee" means The Northern Trust Company, Chicago, Illinois, and its successors in trust.

"Underwriter" means Lehman Brothers Kuhn Loeb Incorporated.

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 and promoting the retention and expansion of existing commercial and industrial businesses within the City of Chicago, Illinois, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the renovation, installation and equipping of the Project is not less than \$2,300,000, 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 and 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 Indenture, the Policy and the Guaranty 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 Insured Industrial Revenue Development Revenue Bonds (*InDeBonds-Tm), Union Special Corporation Project in the aggregate principal amount

of \$2,300,000. The Bonds shall be issued in the form and denomination set forth in the Indenture; shall be dated March 1, 1983; shall be numbered from R-1 upward; shall mature in the amounts and on the dates and shall bear interest at the rate per annum and on the dates set forth in the Indenture (as executed and delivered); shall be subject to redemption prior to maturity upon the terms and conditions set forth in the Indenture (as executed and delivered); and shall be in such form and have the other terms and provisions set forth in the Indenture (as executed and delivered).

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

Bonds are Limited Obligations

SECTION 4. The Bonds, together with interest thereon, shall be a limited obligation of the Issuer secured by the Indenture, the Policy and the Guaranty 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 Policy or the Guaranty), 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 installments of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized 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 credit or 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, Policy and Guaranty

SECTION 5. As security for the due and punctual payment of the principal installments of, premium, if any, 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 and the Note (reserving its rights pursuant to Section 5.3 (a)(iii) of the Agreement relating to (a) the duty of the Company to reimburse the Issuer for certain expenses of the Issuer, (b) indemnification of the Issuer by the Company and (c) the obligation of the Company to pay any attorneys' fees and expenses incurred by the Issuer in connection with the financing of the Project), pursuant to the Indenture. As further security for the payment of the principal of and interest on the Bonds, the Issuer will execute and deliver the Policy and the Guaranty will execute and deliver the Guaranty; the Policy and the Guaranty to be in substantially the same forms presented to the City Council of the Issuer, the forms of which Policy and Guaranty are hereby approved by the City Council of the Issuer.

Sale of the Bonds; Execution of Documents

SECTION 6. (a) The sale to the Underwriter of the Bonds hereby authorized at the price specified in the Bond Purchase Agreement and payment pursuant to the Bond Purchase Agreement in substantially the form which has been presented to the City Council of the Issuer, is hereby approved by said City Council, and the Bond Purchase Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute and deliver 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 official seal of the Issuer.

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

The Mayor is hereby authorized and directed to execute and deliver the Agreement 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 official seal of the Issuer.

(c) That with respect to the Issuer, the form, terms and provisions of the proposed Offering Memorandum (other than the Appendices thereto as to which no approval is expressed) be, and they hereby are, in all respects approved; the Underwriter is hereby authorized to use the Offering Memorandum in connection with the Bonds.

Appointment of Trustee

SECTION 7. The appointment of The Northern Trust Company, Chicago, Illinois, as Trustee under the Indenture, is hereby authorized, approved and confirmed.

Performance Provisions

SECTION 8. The Mayor, the City Clerk and the City Comptroller 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, the City Clerk and the City Comptroller 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 Policy, 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 action, 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 upon its adoption and approval as by law provided.

Acknowledgement of Hearing

SECTION 12. The action of the Commissioner of Economic Development in publishing a notice of public hearing as required by the Tax Equity and Fiscal Responsibility Act of 1982 is hereby in all respects ratified and confirmed. This City Council acknowledges receipt by its Finance Committee of the minutes of said hearing held in the City of Chicago on March ____, 1983.

[Bond Purchase Agreement, Loan Agreement, Trust Indenture, Preliminary Offering Memorandum, Guaranty Agreement, Reimbursement Agreement, Mortgage and Security Agreement and Assignment of Mortgage are omitted for printing purposes.]

Referred--BIDS FOR SALE OF BOARD OF EDUCATION PROPERTY.

The City Clerk transmitted communications from Anthony N. Fratto, City Comptroller, under date of March 23, 1983, which read as follows:

Transmitted herewith two (2) Sealed Bids. These bids were submitted in response to advertisement for sale of City-owned property at Nos. 801-829 E. 42nd Street/4201-4219 S. Cottage Grove Avenue/800-830 E. 42nd Place, which was authorized by ordinance passed for the Board of Education.

On motion of Alderman Frost the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Finance.*

The following is a summary of said bids:

BOARD OF EDUCATION PROPERTY.

*Nos. 801-829 E. 42nd St./4201-4219 S. Cottage Grove
Av./800-830 E. 42nd Pl.*

The Most Worshipful Prince Hall Grand Lodge, c/o Levi L. Rose, 4227 S. Cottage Grove Avenue, Chicago, Illinois 60653: Amount bid \$47,000.00, deposit check \$4,700.00 (Cashier's check);

Isaiah Hatcher, Jr., 652 E. Bowen Avenue, Chicago, Illinois 60653 and Roy L. Tolbert, 14504 S. Lexington, Harvey, Illinois 60426: Amount bid \$5,000.00, deposit check \$500.00 (Cashier's check).

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 Friday, the twenty-fifth (25th) day of March, 1983, at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the thirty-first (31st) day of March 1983, at 2:00 P.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, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Krystyniak, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Schulter, Volini, Orr, Stone--45.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Thursday March 31, 1983, at 2:00 P.M. in the Council Chamber in the City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski". The signature is written in dark ink and is positioned above the printed name of the City Clerk.

WALTER S. KOZUBOWSKI,
City Clerk.